

Solicitation 105-10457  
Delinquent Account Collection Services



City of Fort Lauderdale

## Bid 105-10457 Delinquent Account Collection Services

Bid Number 105-10457  
Bid Title Delinquent Account Collection Services

Bid Start Date Apr 20, 2010 8:26:41 AM EDT  
Bid End Date May 11, 2010 2:00:00 PM EDT  
Question &  
Answer End Apr 28, 2010 2:00:00 PM EDT  
Date

Bid Contact Michael F Walker  
Procurement & Contracts Manager  
Procurement  
954-828-5677  
mwalker@fortlauderdale.gov

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Changes made on Apr 22, 2010 3:29:41 PM EDT

New Documents RFP 10457 Addendum No. 1 Dated 042210.doc

Changes were made to the following items:

[Delinquent Account Collection Services](#)

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### Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firm(s), hereinafter referred to as the Contractor, to provide Delinquent Account Collection Services for the City's Finance Department (lead agency) and other City Departments, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Added on Apr 22, 2010:

Please see attached Addendum No. 1 dated 04/22/10 for changes in PART II - RFP SCHEDULE, and PART I - ITEM 07 - CONTRACT PERIOD. Please return Addendum No. 1 with your bid response.

Changes made on Apr 22, 2010 3:29:41 PM EDT

***Request for Proposal***

**105-10457**

***Delinquent Account Collection Services***

***Opens: May 10, 2010  
2:00 p.m.***



**City of Fort Lauderdale**

***Issued for FINANCE DEPARTMENT/Treasury Division  
By the Procurement Services Department***

**Michael Walker, CPPB, A.P.P.  
(954) 828-5677**

***E-mail: [mwalker@fortlauderdale.gov](mailto:mwalker@fortlauderdale.gov)***

***Visit us on the web at [www.fortlauderdale.gov/purchasing](http://www.fortlauderdale.gov/purchasing)***

**(954) 828-5140**

## PART I - INTRODUCTION/INFORMATION

### 01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firm(s), hereinafter referred to as the Contractor, to provide Delinquent Account Collection Services for the City's Finance Department (lead agency) and other City Departments, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### 02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com) . Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of BidSync Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

### 03. ELIGIBILITY

To be eligible to respond to this RFP, the proposing firms should demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one City similar in size to the City of Fort Lauderdale.

Such credential should include, but not necessarily limited to:

- A. A list of client references,
- B. Capabilities and Menu of Services
- C. Rates and Recovery Percentages
- D. Number of years providing such services
- E. Compliance with Licensing and Bonding: MUST be a Commercial Collection Agency and be registered and bonded with the Florida Office of Financial Regulation, Division of Finance, per Florida Statute 559, and also MUST be a Consumer Collection Agency where no Surety Bond is required. Proof of your registration and approval by the Florida Office of Financial Regulation, is required with your bid response, so the City knows that your bonded.
- F. Membership in Trade Associations
- G. Policies and Procedures
- H. Collector Training and Certifications
- I. Remittance Schedule and Reporting
- J. Skip Tracing and Forwarding
- K. Insurance
- L. Prefer a SAS 70 Audit Report, or provide your internal controls and procedures that have been established to safeguard the City's information.

### 04. TRANSACTION FEES:

The City of Fort Lauderdale uses Bid Sync ([www.bidsync.com](http://www.bidsync.com)) to distribute bids and proposals. There is no charge to vendors/contractors to register and participate in the

solicitation process, nor will any fees be charged to the awarded vendor. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

#### 05. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process requiring City Commission action, may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm).

Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

#### 06. CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the City in connection with all Proposer's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

#### 07. CONTRACT PERIOD

The initial contract term shall commence upon approval by the City and shall be for a three-year period. The City may re-bid this contract after the initial three-year period if in the best interest of the City. However, the City reserves the right to extend the contract for an additional one, (1) one-year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. Thereafter, any extensions which may be approved by the City shall be at the same pricing, terms and conditions.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

#### 08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

**PART II - RFP SCHEDULE**

Release RFP	04/14/10
Last Date for Receipt of Questions of a Material Nature	04/23/10
Addendum Release (If required)	04/26/10
PROPOSAL DUE (Prior to 2:00 PM) EST.	05/10/10

### **PART III - SPECIAL CONDITIONS**

#### **01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 06/09 (GC) are included and made a part of this RFP.

#### **02. NEWS RELEASES/PUBLICITY**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

#### **03. RFP DOCUMENTS**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

#### **04. PROPOSERS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

#### **05. RULES AND PROPOSALS**

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer. The City reserves the rights to award to that proposal which will best serve the interest of the City as determined by the City.

#### **06. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

#### **07. DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

#### 08. ADDITIONAL ITEMS

The City may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method, which is the same, or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

#### 09. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

#### 10. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

#### 11. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

#### 12. SUBCONTRACTORS

The Contractor must be capable of performing all the services as contained in the bid specifications. If the bidder intends to use sub-contractor in the performance of these services, bidder shall submit complete information on any/all proposed sub-contractors, as a part of the bid response. The same qualifications requirements, and all other terms and conditions of the bid shall also apply to the sub-contractor. The City reserves the right to approve or disapprove of any sub-contractor proposed.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. In addition to other indemnification provisions contained in this Request For Proposal and the ensuing contract, Contractor shall defend at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and City's officers, employees and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors.

### 13. INSURANCE

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be named as an "additional insured" with relation to General Liability Insurance. This must be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The Contractor must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

#### **Worker's Compensation and Employer's Liability Insurance**

Limits: Worker's Compensation – Per Florida Statute 440  
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

#### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as “explosion, collapse and underground”, exclusions – on construction contracts only.

### **Professional Liability (Errors & Omissions)**

#### Consultants

Limits: 1,000,000 combined single limit coverage

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

**In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.**

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
 Procurement Services Department  
 100 N. Andrews Avenue, Room 619  
 Ft. Lauderdale, FL 33301

#### 14. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

#### 15. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### 16. AUDIT

The City reserves the right for its internal auditor or appropriate representative to review ONLY those records pertaining to any contract awarded as a result of these documents and determine if the terms, conditions and specifications of the contract are being followed and if prices charged comply with the contract. The Contractor should retain these records for three (3) three years following the contract expiration or termination.

#### 17. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

#### 18. INDEMNITY/HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to this bidding process. Without limiting the foregoing, any and all such claims, suits, or other defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

#### 19. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

## PART IV SCOPE OF SERVICES

**1. GENERAL INFORMATION:** The City's collection efforts are generally limited to sending out delinquent letters and following up on forwarding addresses when it's feasible. It is our desire to engage the services of an outside collection agency to decrease write off's through enhanced follow-up of delinquent accounts. We envision a primary and secondary collection process. The primary Agency program would include, but not be limited to, letters and telephone collection for a 180-day period. If cost effective, the secondary Agency would pursue the outstanding receivable after 180 days. The proposer may submit a bid for either primary or secondary collections or both. The City's requirement for collection services will cover virtually all delinquent accounts for services rendered by the City and for the collection of amounts due for such items as unpaid: (These services may be bid separately or as a group.)The awarded contractor(s) must follow all applicable laws of the State of Florida for collections.

a. Utility bills - Unpaid bills for Water, Sewer, and Sanitation services supplied by the City. We are able and do lien for non-payments on Homesteaded properties - other (rentals and commercial) properties are referred to collection. We strive to refer these accounts within 90 days of final billing. During 2008 and 2009, we placed 1653 accounts with an estimated value of \$386,000 with an average placement of \$225. We will be able to provide the customer's name from their driver's license, their social security number, in most cases, their last known address, account number and amount due.

b. Alarm System Response Fees - The Police and Fire Departments respond to alarms throughout the city for emergency responses. We consider two (2) Police alarms and one (1) Fire alarm within any 12-month period as part of our citizens' normal services that are included in their property taxes. Fees for alarm responses that exceed normal services range from \$100 to \$400 for each response.

Two types of notices are sent 90 days after the date of the invoice. Letter A: Final Collection Notice to individuals and businesses that are not the property owner. Letter B: Notice of Lien for the Homesteaded property owners. As with Utility Billing, we have the ability and do lien the Homesteaded properties, others require Agency follow-up. Delinquent accounts are placed for collection at 120 days. We are able to provide the name, address, account number and amount due. During 2008 and 2009, it is estimated that we placed 1205 accounts with a value of \$169,460. Delinquent business accounts represent approximately 100%for Fire and approximately 100% for Police of the total amount due. While the remaining 30% for Police due from individuals may require alternative collection techniques, as they, most probably, have relocated.

Fire Inspection Service Fees – We bill for two types of services, Type A: Fire Inspection Fees are those charges for service levied against commercial property owners to offset the costs of inspecting their buildings for compliance. Type B: Fire Code and Fire Watch Standby are charges to commercial property owners for hourly services performed by Fire Department personnel. These services may include, but are not limited to, supervising fireworks displays and barges, and on-call services at private functions. The minimum billing is \$22.68 for Inspection Fees, while the Fire Watch billing is hourly at \$75.00 per hour and \$60.00 per hour for the War Memorial. A final letter is sent to delinquent accounts 90 days from the date of the original invoice. Delinquent accounts are sent to collection at 120 days. We are able to provide the property owner's name, address, account number and amount due. During 2008 and 2009, 875 accounts were submitted for collection with a value of \$88,963.

Miscellaneous Receivables for any other collectables determined to eligible for collection agency services. Examples are - unpaid insurance claims (i.e. vehicle claims, contractors who have damaged city property and failed to pay, etc.); general accounts receivables (unpaid Parks & Recreation Event Fees, miscellaneous service fees). Like other receivables, a final statement is sent at 90 days and the account is sent to collection at 120 days. During 2008 and 2009, we placed 225 accounts with a value of \$208,296.

e. Emergency Medical Services (EMS) Billing – Advanced Data processing, Inc. provides specialized billing and collection services for the City's Emergency Medical Services (EMS). As part of the billing process, they verify the proper payer by contacting hospitals for patient insurance information, striving for accurate and timely claim billing. Approximately 65% - 70% of the receivables are insurance claim related. Advanced Data Processing, Inc.'s collection techniques include monthly statements, calls to debtors, payment plan arrangements, visits to hospitals, and skip tracing, when necessary, to locate lost debtors. Advanced Data Processing, Inc. follows a strict code of collection ethics, as required by law, and, accordingly, does not send final letters, that threaten to report the non-payment to credit bureau agencies.

Accounts are tracked for approximately one year before being sent to a collection agency. Accounts that are outstanding to insurance companies or that have established payment plans are not sent to the collection agency. The collection agency receives the debtor information by logging into a secured Advanced Data Processing website and downloading the debtor files.

On a monthly basis, approximately 670 accounts are sent to the collection agency with an estimated value of \$280,000. During 2008, we placed 8,000 accounts with a value of \$3.3 million.

f. Code Violations – Fines assessed to property owners for various infractions including, but not limited to, non-compliance to yard maintenance standards, operation of commercial equipment and/or prohibited businesses in a residential area, non-compliance to structure maintenance standards, and illegal dwelling units. This service has not previously been submitted for collection. Initially, we anticipate referring 1,280 accounts with a value in excess of \$60,000,000. The delinquent accounts range from \$50 to over \$2,000,000. While some of these properties have been liened, it is our desire to pursue all accounts through the collection process. We can provide folio number, address, name of property owner, address of owner, if different from code lien violation, date of violation and amount due.

g. Parking Citations – The City's Parking Services Division reserves the right to contract with a separate vendor for the collection of delinquent citations for either primary or secondary collections, or both, if this is in the City's best interest.

(1) Payment of the base fine is due 30 business days after the citation is issued. The first penalty of \$15.00 is imposed on the evening of the 31<sup>st</sup> business day after the citation is issued. The second penalty of \$20.00 is imposed on the evening of the 46<sup>th</sup> business day after the citation is issued. No additional penalties are applied for partial or non-payment and additional penalties may not be imposed by the Contractor. Courtesy Notices are mailed 6 days after citation issuance or upon receipt by DMV registered owner information, whichever occurs later. Late notices are mailed for all unpaid or partially paid citations on the 45<sup>th</sup> business day after issuance, or soon thereafter, upon receipt of the registered owner information from Florida Department of Motor Vehicles (DMV).

Unpaid Citations are referred to collection 90 days after issuance. We will provide the date of the citation, citation number, and the vehicle's license plate number, vehicle make, violation code, fee, penalty, and the vehicle owner's last name and address, as registered by DMV, if available in our database

(2) If the Contractor is unsuccessful in his attempts to collect the debt within 180 days from the date of placement, the account (citation) may be withdrawn and returned to the City. No fees shall be paid for payments collected subsequent to the withdrawal of the account from the Contractor.

Payments received by the Contractor shall be processed on the day received and a printable detail report and electronic payment file, in a format acceptable by the City and Contractor, will be available on-line, and/or via e-mail at the end of each month, or more frequently, if available.

Payments received by the City directly or through our lockbox service for citations referred to the Contractor will be posted and transmitted to the Contractor, in a format and time-frame acceptable to the City and Contractor.

(3) Citations issued to vehicles registered to out-of-state owners in states that do not provide vehicle ownership data (about 5 states) will require the Contractor to locate and acquire owner and contact information, since out-of-state vehicle registration information is not included in our database. Contractor shall provide to Parking Services any address updates found as a result of citation collection activities on the City's accounts, in an electronic format that can be imported to the citation and permit management system (currently T2's Flex system).

#### (4) IMPORTANT NOTE REGARDING PARKING CITATIONS:

The ordinances regarding passing collection fees to the parking consumer were changed effective 09/11/08. Therefore, **for citations issued after 09/10/2008**, Parking Services adds the Contractor's fee for delinquent citation collection to the total amount due from the customer to pass those collection costs on to the customer. The Contractor will deposit the total amount collected (including the collection fee) and invoice the City monthly for the fees due from citation collections. The net effect will be zero cost to the City.

**For citations issued prior to 09/11/2008**, no fee is added to the amount due from the customer. The Contractor will invoice the amount of fees due and parking Services will remit the fees due according to the payment terms shown herein.

Parking Services will provide an electronic file of citation accounts, addresses (if available), amounts due, amounts collected, and other necessary data requested and available in the citation management database. The Contractor agrees to send an electronic file of payments each month, no later than 5<sup>th</sup> business day of the month, to refresh the City's account balances. (See Attached Output File format document)

#### (5) INVOICING FOR PARKING CITATION COLLECTIONS:

The Contractor's database must be able to distinguish between those accounts with fees added and those issued prior to the fee-added date so that the invoice for commission/fees will clearly delineate the two subsets of costs. The Contractor's invoice will need to separately show the total of those collections made for citations with an issue date prior to 09/11/08 and those with an issue date after 09/10/08. Contractor shall submit a separate invoice for delinquent citation collections each month.

The City, in the City's sole discretion, will determine which delinquent accounts are referred to the Contractor for collection. The Contractor shall not attempt to collect any fee, surcharge, or penalty in addition to any amount indicated by the City as the amount of the debt.

h. Police Department Red Light Camera Notice of Violations - The City's Police Department reserves the right to contract with a separate vendor for the collection of delinquent Red Light Violations for either primary or secondary collections, or both, if this is in the City's best interest.

(1) (a) Payment of the base fine is due 30 business days after the Notice of Violation issued. No late penalties are applied for partial or non-payment, and additional penalties may not be imposed by the Contractor. Courtesy Notices are mailed 15 days after Notice of Violation issuance.

(b) Delinquent Notice of Violations are mailed for all unpaid or partially paid violations on the 45<sup>th</sup> business day after issuance.

(c) Unpaid Notice of Violations are referred to collections 90 days after issuance. We will provide the date of the citation, citation number, and the vehicle's license plate number, vehicle make, violation code, fees and the vehicle owner's last name and address, as registered by DMV, if available in our database

(2) If the Contractor is unsuccessful in his attempts to collect the debt within 180 days from the date of placement, the account (Notice of Violation) may be withdrawn and returned to the City. No fees shall be paid for payments collected subsequent to the withdrawal of the account from the Contractor.

Payments received by the Contractor shall be processed on the day received and a printable detail report and electronic payment file, in a format acceptable by the City and Contractor, will be available on-line, and/or via e-mail at the end of each month, or more frequently, if available.

Payments received by the City directly or through our lockbox service for citations referred to the Contractor will be posted and transmitted to the Contractor, in a format and time frame acceptable to the City and Contractor.

(3) Notice of Violations issued to vehicles registered to out-of-state owners may be dismissed at the City's option. In the event the City does process Notice of Violations for out of state vehicle owners the following process can be followed.

Notice of Violations issued to vehicles registered to out-of-state owners in states that do not provide vehicle ownership data (about 5 states) will require the Contractor to locate and acquire owner and contact information, since out-of-state vehicle registration information is not included in our database. Contractor shall provide to the Police Department any address updates found as a result of Notice of Violation collection activities on the City's accounts in an electronic format acceptable to the City.

i. Bad (return) checks –The City receives checks for various services throughout the City. The amount can range from twenty dollars to several thousand dollars. We are inquiring on services to collect on the bad checks. The City will send to collections bad checks, which are not paid in 90 days.

Customer disputes over amounts and charges should be referred to the City for handling. City contacts will be provided for each type of receivable presented for collection.

Payments may be made directly to the City, however it is our preference that payments are made directly to the Contractor. The City provides the Contractor with a electronic file of all receipts of delinquent accounts along with the Contractor commission fee due.

It is the City's intention to allow the Contractor to attempt collection of accounts that have gone to lien.

In order to facilitate the orderly placement of items placed for collection, we have prepared an interface for all placements with identifiers delineating the type of receivable. This common format will permit the orderly transfer of data to and from the vendor. All placements will be completed using this unified format except for placements of miscellaneous accounts.

**The City shall review and approve all letters prior to Contractor use for collections on behalf of the City.**

Except for EMS charges and Parking citations, the City submits its delinquent accounts 120 days from the invoice date and bad checks 90 days after it is returned from the bank. If the Contractor is unsuccessful in his attempts to collect the debt within 180 days from the date of placement, the account shall be returned to the City and considered withdrawn.

At the end of the contract period, the Successful Contractor will be required to transfer all uncollected accounts back to the City, at no cost to the City. The City's Department Representatives will coordinate with the Successful Contractor on the transfer of the accounts.

**2. TECHNICAL SPECIFICATIONS:**

**A. Qualifications of Proposers:**

(1) All proposers must furnish to the City satisfactory evidence that they have operated and had experience in the collection service, as outlined in the RFP specifications, for a period of not less than two (2) years.

(2) Proposers shall demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, and the expertise to perform the required services. No contract will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record, or inadequate experience, or lacks the necessary capital, organization and/or equipment to perform the services as required in the RFP.

(3) Proposers shall provide documentation to support the qualifications criteria as part of the RFP response.

(4) Contractor should have wholly owned offices in principal cities, or established subcontractors in principal cities, who also meet the City's qualifications requirements. If proposer intends to use any subcontractors in the performance of these services, the names of all such subcontractors should be included as part of the RFP response.

(5) Subcontractors shall be subject to the same requirements as the Contractor, as contained in the RFP. The City reserves the right to accept or reject any proposed subcontractor, if it determines that such subcontractor does not meet the RFP specifications, and is not deemed responsible.

(6) The Contractor shall have either a Broward County or toll free (800) telephone number(s) for City and customer contact purposes.

(7) Contractor should submit a SAS 70 report (preferred), or provide your internal controls and procedures that have been established to safeguard the City's information.

**B. Data Communications Requirements:** The successful Contractor must have the capability to send and receive ASCII data files via e-mail. Files are generated from UNIX-based host applications, transferred to a Windows-based PC, and sent via the Microsoft Outlook mail client. The City requires the Contractor to provide and maintain a valid e-mail address where files may be sent. The City will provide a return e-mail address for receiving updated files from the Contractor.

**C. Remittances to the City:** The Contractor shall provide and remit to the City on a monthly basis, the following:

- (1) the gross amount collected for the month;
- (2) the indicated collection fee; and
- (3) date of payment.

For amounts paid directly to the City that have been submitted to the Contractor for collection, the City shall remit to the Contractor, on a monthly basis, the Contractor's fee plus any additional commissions due.

**D. Reporting:** The Contractor shall make the following reports available on-line and in printable format:

- (1) Acknowledgment Report-provided after the receipt of new accounts
- (2) Client Status Report-detailing collection information and status for all accounts that were submitted to the Contractor
- (3) Payment Analysis Summary, By Month, which allows the City to follow the collection progress. This report shall include collection percentages as well as full and partial payments received
- (4) Client Cancellation Report-provides a listing of those accounts removed from the collection process and returned to the City
- (5) Monthly Statement-includes details of all amounts collected, by account, commission due for services rendered, original amount submitted and percentage collected.

All reports received by the City should be provided in an electronic file that will be accepted by the City. (See Exhibits A, B and C for Layouts)

- Exhibit A – Alarm Collection Record Layout
- Exhibit B – Utility Billing Collection Record Layout
- Exhibit C – Fire Records Collection Record Layout

**E. Contractor Qualifications:** In order to qualify to submit a proposal in response to this RFP, the Contractor must be registered with the Office of Financial Regulation of the Financial Services Commission of the State of Florida as a consumer collection agency pursuant to Section 559.553, Florida Statutes (2009), or be exempt from registration. Contractor shall at all times during the term of the Contract that arises out of this RFP be registered with the Office of Financial Regulation of the Financial Services Commission of the State of Florida as a consumer collection agency pursuant to Section 559.553, Florida Statutes (2009), or be exempt from registration with the Office of Financial Regulation of the Financial Services Commission of the State of Florida as a consumer collection agency. Contractor shall so indicate in Contractor's response to the RFP and cite with specificity the provision of law that Contractor suggests exempts Contractor from registration.

**3. CONTRACTOR PERFORMANCE:**

The Contractor shall adhere to the Code of Ethics and Professional Responsibility of ACA International, The Association of Credit and Collection Professionals and the Fair Debt Collection Practices Act.

The Contractor shall protect the reputation and Code of Professional Conduct of the City of Fort Lauderdale.

The Contractor shall not forward any City account to any other agency except to the Contractor's wholly owned branch.

1.3. Legal Action: Contractor shall not initiate any lawsuit in connection with the collection services except with the express written approval and direction of the City Attorney.

**PART V EVALUATION AND AWARD PROCEDURES**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It MAY be a two-step process. In step-one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then require presentations and /or conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The first ranked proposer resulting from this process will be recommended to the City Commission for award of a contract.

The award of the contract will be based on certain objective and subjective considerations listed below:

<b><u>Evaluation Criteria</u></b>	<b><u>Assigned Points</u></b>
A. Lowest Percent Collection Fee for total amount collected. (The lowest cost to the City shall receive maximum points)	<b>40</b>
B. Proposer demonstrated experience, qualifications, and past performance, account collections. This includes: ability to meet the RFP requirements, facilities, customer, financial and business references, and SAS 70 report or provide your internal controls and procedures that have been established to safeguard the City's information	<b>30</b>
C. Proposed methods utilized for delinquent account collections, and resources available for collection of City accounts.	<b>30</b>
<b>MAXIMUM TOTAL POINTS</b>	<b>100</b>

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible proposer. The lowest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible proposer, will result in receiving zero points for cost.

$2^{\text{nd}}$  lowest cost minus lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points minus Z = points assigned to  $2^{\text{nd}}$  lowest vendor and so on.

## **PART VI REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not necessary, as to keep your costs down, since the City requires many copies of your response.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP INCLUDING A COPY ON A CD.** All proposals must be received by the City of Fort Lauderdale, Procurement Services Department, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP. Submittal of response by fax or e-mail will NOT be acceptable.

**The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.**

**PROPOSERS SHOULD SUBMIT AN IDENTIFIED ORIGINAL COPY  
PLUS NINE (9) COPIES OF THE PROPOSAL PAGES  
INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT, TOTALS TEN (10) COPIES OF YOUR PROPOSAL. **CONTRACTOR SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD.** FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

**PROPOSAL PAGES ARE AS FOLLOWS:**

Non-Collusion Statement

Bid/Proposal Signature Page

Part VII - Proposal Summary/Questionnaire

Any Attachments to your Proposal including but not limited to:  
(Insurance Certificates, Bonding credentials, SAS 70 Report,  
licenses and/or permits, etc...).

Also see PART I - INTRODUCTION/INFORMATION, Paragraph 03.  
Eligibility requirements).

### NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**

_____	_____
_____	_____
_____	_____
_____	_____

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted by hard copy at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: \_\_\_\_\_  
(Authorized Signature To Bind Company) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

**Company: (Legal Registration)** \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).**

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.03): \_\_\_\_\_ Total Bid Discount (section 1.04): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.08): MBE \_\_\_\_\_ WBE \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
---------------------	--------------------

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.**

Variances:  
\_\_\_\_\_  
\_\_\_\_\_

## PART VII PROPOSAL SUMMARY / QUESTIONNAIRE

The Proposer hereby offers to enter into a contract with the City of Fort Lauderdale, Florida to provide Delinquent Collection Services, in accordance with the RFP specifications.

Proposer understands that the information contained in these Proposal Summary Pages is to be relied upon by the City in awarding the proposed Contract, and such information is warranted by the Proposer to be true. Proposer agrees to furnish such additional information relating to the qualifications of the Proposer, as may be required by the City, prior to acceptance of any proposal.

Proposer to complete the following:

1. Prior Experience: Indicate the number of year(s) experience Proposer has had in providing these services.

\_\_\_\_\_/years

\_\_\_\_\_/years in South Florida

2. Location of Service Facility(ies), if different from address shown in **BID/PROPOSAL SIGNATURE PAGE** above.

3. Is there anything in the RFP specifications that are NOT INCLUDED in your bid?

YES:\_\_\_\_\_ NO: \_\_\_\_\_

If YES, please explain:

4. Bonding & Liability, Workers' Compensation and Errors and Omissions Coverage:

a. Do you have the required Bonding, Liability, Workers' Compensation and Errors & Omissions coverage's, as required by the RFP?

YES:\_\_\_\_\_ NO: \_\_\_\_\_

If NO, please explain:

**Provide copies of both your Bonding, Liability, Workers' Compensation and Errors & Omissions certificates.**

Included? YES:\_\_\_\_\_ NO: \_\_\_\_\_

b. Do you have the required Insurance coverage's, as contained in Part III Special Conditions, Paragraph 13. Insurance Requirements?

YES:\_\_\_\_\_ NO: \_\_\_\_\_

5. Do you have the required licenses, and/or permits to do business in:

State of Florida? YES: \_\_\_\_\_ NO: \_\_\_\_\_

Broward County? YES: \_\_\_\_\_ NO: \_\_\_\_\_

**Please provide copies as an appendix to your proposal response.**

**Included?** YES: \_\_\_\_\_ NO: \_\_\_\_\_

6. List the names and titles the principals, management and personnel who will be assigned to this contract. Include resumes or summary of experience of these persons as an Appendix to the RFP response.

Capabilities/Experience summaries included? YES: \_\_\_\_\_ NO: \_\_\_\_\_

7a. Please provide a list of references for whom you currently, or have recently (within the past two years) provided these services, with particular emphasis on other governmental entities. **Include company name, address, phone number, contact person and e-mail address if available.** A Minimum of three (3) is requested. If additional space is required, please include this information as an appendix to your RFP response.

7b. Please provide financial references who can substantiate your ability to support the services required for the period of this contract. **Include company name, address, contact person, and telephone number.** A Minimum of three (3) is requested. If additional space is required, please include this information as an appendix to your RFP response.

8. **Auditors Statement:** Submit a copy of your latest Annual Financial Report as attested to by external Certified Public Accountants.

Included? YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF NO, explain:

9. Please submit copy of SAS 70 Report

Included? YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF NO, explain:

10. **Collection Procedures:** Proposer shall submit a description of your present collection procedures, including the principles you demand of your present employees who will be handling the City's accounts.

**Proposer please note:** Use the form provided as ATTACHMENT "A" to the RFP for your response. If additional space is required, attached as an appendix to ATTACHMENT "A".

11. **Organization:** Submit a summary of your organization, including geographical locations. Include this information as an appendix to your RFP response.

Included? YES: \_\_\_\_\_ NO: \_\_\_\_\_

12. **Hardship Cases:** Proposer shall provide a description of how you handle hardship cases. **If additional space is needed, please** provide as an appendix to your RFP response.

13. **Reports:** List, in detail, reports that you offer to the City.

**Refer to PART IV, Scope of Services, Section 2 Technical Specifications, Item D Reporting,** of the RFP specifications.

Include this information as an appendix to your RFP response.

14. **Other Standards Used:** List in detail, any additional standards and/or practices that you consider worthy of consideration by the Evaluation Committee in evaluating your proposal.

**Include this information as an appendix to your RFP response.**

15. **COST TO THE CITY:** Proposer shall indicate, in the space provided, the firm, fixed collection fee percentage, if your the City's Primary and/or Secondary collection placement.

Parking and EMS currently have a primary placement service, all other areas do not. Please quote as a Primary placement and/or Secondary placement for collection fee services. If current contracts for collections with Parking and EMS should expire, then both departments will move to a primary placement collection fee, and Contractor will accept this move.

**COLLECTION FEE %**

Primary Placement \_\_\_\_\_%

Secondary Placement \_\_\_\_\_%

If Parking and/or EMS should no longer have their current Primary Collection placement, and wish to move to the Primary placement collection fee percentage, will you accept this move upon notification by the City?

YES \_\_\_\_\_ NO \_\_\_\_\_

If No, Why not?

16. **Are you willing to extend this contract to other** municipalities, as specified in the RFP?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

**If NO, please provide specifics on the applicable conditions** under which you would extend this contract to other **Liability** municipalities:

17. At the end of the contract period, will Successful will be required to transfer all uncollected accounts back to the City, at no cost to the City. The City's Department Representatives will coordinate with the Successful proposer on the transfer of the accounts. Do you agree?

YES \_\_\_\_\_ NO \_\_\_\_\_

**For Information Purposes Only (Below are some questions that may be asked regarding this Request for Proposal):**

1. Is it acceptable to bid on specific components of the RFP? i.e. could we bid on Utility Billing collections or Parking Collections and nothing else?

**Answer: Yes, However, it is the City's preference to have a single contractor whom has the capacity to perform all the services outlined within the RFP. It is the desire to select one Contractor for all City Services placed; however, Parking and EMS may be considered for a separate award, as a Secondary Agency, whatever is in the best interest of the City.**

2. How does the City currently obtain in-state/out-of state registered owner information for parking tickets?

**Answer: Currently, the City sends electronic files of unpaid citations to Law Enforcements Systems, Inc. (LES) and they obtain the registered owner data and send it back to City.**

3. At day 90, the parking tickets are turned over to collections, which firm(s) are they turned over to?

**Answer: Currently to Law Enforcement Systems, Inc.**

4. What is the fee being charged by the current collection company for parking ticket collections?

**Answer: Penn Credit charges 17% and LES charges 22% of collections.**

5. What processing software are the parking citations being processed in?

**Answer: T2's "Flex" System**

6. How many parking tickets does the City anticipate turning over?

**Answer: Primary, about 60,000 accounts and Secondary, about 30,000 accounts.**

7. Please provide the number of Parking Citations the City anticipates referring on a monthly basis and whether there is a backlog of parking citations that will be referred?

**Answer: The number of monthly citation referrals varies month to month, but averages up to 700-1,000 citations per month.**

8. Is there a penalty for non-payment? I.e. booted, towed, registration suspension, etc?

**Answer: Yes, See PART IV - Scope of Services, Section 1 (g) (1).**

9. How old are the parking citations? How far back do they date?

**Answer: The City has unpaid citations from 2001, but the process has been kept current as far as sending to collection agencies and pursuing current payments.**

10. Is there a statute of limitations on collecting these accounts? Do the City "write-off" accounts after a specific timer period?

**Answer: No & No**

11. In the RFP document, it calls for a SAS 70 Report. What is SAS 70 report?

**Answer: Please refer to the following website for information regarding the SAS 70.**

<http://www.sas70.com>

12. Is there an equivalent to the SAS 70 audit report that can be provided?

**Answer: A CPA provides a SAS 70. The SAS 70 examination represents that the service organization has been through an in-depth audit of their control activities, which generally include controls over information technology and related processes. Service providers must demonstrate that they have adequate controls and safeguards when they host or process data belonging to their customers. There's no substitute for a SAS 70 report. If your firm does not have a SAS 70 report, please provide your internal controls and procedures that have been established to safeguard our information; however, you will be scored according in the RFP.**

14. Is the SAS 70 required upon submission of our RFP response?

**Answer: Yes, as this information is part of the scoring criteria in the RFP to be evaluated.**

15. Part III, Item 13 of this RFP states the insurance requirements, including general liability coverage with the City named as an additional insured. Is this required for proposal submission or upon contract award?

**Answer: The City requests proof of insurance coverage with the proposal response, however, original certificates with the City being named as additionally insured is required only for the successful contractor(s), on notice on pending award and prior to commencement of contract.**

16. If a Service Test period is required, will all other terms of the contract including compensation be in effect during the trial period? That is, please confirm that the contract fee will be earned during the service test period for services performed?

**Answer: Yes.**

17. Could you provide clarification as to whether the City has utilized an outside collection agency in the past and, if so please provide the name of agencies, fees and recovery percentages by department?

**Answer: The City currently utilizes two firms: Penn Credit at 17% fee for all departments except Parking Department, and Law Enforcement Systems (LES) at 22% fee for Parking Department. The Police Department Red Light Camera Notice of Violations is brand new in this RFP, and is not currently being done. Recovery by Department is as follows:**

**(Penn Credit)**

**Utility Bills: 2%**

**Alarm System: estimated 5%**

**Fire Inspection Fees: 12%**

**Miscellaneous: 14%**

**EMS: estimated 3% (secondary)**

18. Will the collection agency be given any blanket discount settlement authority? If so, how much?

**Answer: No**

19. What frequency (weekly, monthly, quarterly) are accounts expected to be placed?

**Answer: Treasury – Monthly  
Parking – Semi-Monthly**

20. What is the minimum dollar amount of accounts that will be placed for 1<sup>st</sup> and 2<sup>nd</sup> placements by category of account?

<b>Answer: <u>Treasury</u> (Estimated):</b>	<b>Initial Placement</b>	<b>Secondary Placement</b>
Utility Billing	\$10	\$10
Alarm System	\$25	\$50
Fire System	\$18	\$18
Misc.	\$35	\$35
EMS	\$5	\$30
Code Violations	\$50	\$50

**Parking (Estimated):** Majority of referrals are \$65 plus collection fee for both Initial and Secondary placements, but some will be less if partially paid. None less than \$10.00. Ranges up to \$285 plus collection fee.

21. Please provide additional details on computer interface requirements?

**Answer: Records are 260 bytes in length – First 10 bytes are a record identifier – Each City Service then has its own file layout. File formats will be provided to the successful bidder. See Attachment(s) of file layout records as a separate PDF document to this RFP document. File layouts must match our system or the Contractor shall pay for all reprogramming costs.**

City of Fort Lauderdale  
**GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
 BID – a price and terms quote received in response to an ITB.  
 PROPOSAL – a proposal received in response to an RFP.  
 BIDDER – Person or firm submitting a Bid.  
 PROPOSER – Person or firm submitting a Proposal.  
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or

workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

## Output File Format

Describe file format of the output file(s):

- File Name: REFERRAL.001
- File Format: Fixed Length
- Special Instructions:

Character Positions	Field Length	Description	Format	Flex Field
1-10	10	Citation Number		CON_TICKET_ID
11-18	8	Issue Date	YYYYMMDD	CON_ISSUE_DATE
19-22	4	Issue Time	Hhmm	CON_ISSUE_DATE
23-102	80	Location		CON_LOCATION_COMMENTS
103-182	80	Location Part II		Blank
183-192	10	License Number		CON_SNAP_VEH_PLATE_LICENSE
193-195	3	State		STATE_CODE
196-198	3	Plate Type		Blank
199-206	8	License Exp	YYYYMMDD - Default DD to 01	CON_SNAP_VEH_PLATE_REG_YEAR + CON_SNAP_VEH_PLATE_REG_MONTH
207-231	25	VIN		VIN
232-246	15	Cited Make		VEH_MAKE_CODE
247-261	15	Model		Blank
262-276	4	Style		VEHICLE_STYLE
277-280	4	Mfg. Year	YYYY	
281-320	40	Full Name		ENT_FULL_NAME
321-321	1	Is Valid Address		Y
322-361	40	Address		PRIMARY_STREET
362-401	40	Address (Line 2)		SECONDARY_STREET
402-431	30	City		CITY

432-461	30	County		Blank
462-464	3	State		STATE
465-474	10	Zip Code		POSTAL_CODE
475-475	1	Sex		Blank
476-505	30	Violation Code		VIC_LEGAL_DESCRIPTION
506-585	80	Violation Description		VIC_DESCRIPTION
586-592	7	Total NSF	0000.00	SUM(FIT_AMOUNT) where FTL_UID_TRANS_TYPE = 6 and MIS_UID_MISC_ITEM = 2
593-599	7	Amount Due	0000.00	CON_AMOUNT_DUE
600-607	8	Initial Due Date	YYYYMMDD	CON_ISSUE_DATE + 32
608-614	7	Calculated 1		0
615-617	3	Ticket Status		"OP"
618-625	8	Ticket Status Date		CON_MODIFY_DATE
626-628	3	DMV Hold Status		CON_DMV_HOLD
629-636	8	DMV Hold Status Date	YYYYMMDD	CON_DMV_HOLD_DATE
637-644	8	Collections Sent Date	YYYYMMDD	Current Date
645-652	8	Export Collection Ag	CONSTANT	If TAL_UID_TRANSFER_AGENCY = 2000, THEN 'LES' ELSE 'PENN'
653-659	7	Vio Fine	0000.00	SUM (FIT_AMOUNT) where FTL_UID_TRANS_TYPE = 3
660-667	8	Late Notice 2 Sent	YYYYMMDD	LEL_PRINT_DATE where Letter UID=XXXX
668-675	8	Boot Notice Sent Date	YYYYMMDD	LEL_PRINT_DATE where Letter UID=XXXX
676-683	8	Late Fee Set Date	YYYYMMDD	FIT_CREATE_DATE where FTL_UID_TRANS_TYPE = 6 and

				MIS_UID_MISC_ITEM = XXXX
684-691	8	Late Fee 2 Set Date	YYYYMMDD	FIT_CREATE_DATE where FTL_UID_TRANS_TYPE = 6 and MIS_UID_MISC_ITEM = XXXX
692-698	7	Total Late Fees	0000.00	SUM(FIT_AMOUNT) where FTL_UID_TRANS_TYPE = 6 and MIS_UID_MISC_ITEM in (XXXX,XXXX)
699-705	7	Penalty Fee	0000.00	0000.00
706-712	7	Other Fee	0000.00	0000.00
713-719	7	Administrative Fee	0000.00	FIT_AMOUNT where FTL_UID_TRANS_TYPE = 10 and FIT_REASON like '%Collections Fee'
720-726	7	Total Voided	0000.00	0000.00
727-733	7	Total Waived	0000.00	0000.00
734-740	7	Total Dismissed	0000.00	0000.00
741-747	7	Cash Paid	0000.00	SUM(FIT_AMOUNT) where FTL_UID_TRANS_TYPE in (4,9)
748-749	2	Blank		Blank

## ALARM COLLECTION RECORD LAYOUT

All records are 260 bytes in length.

The first 10 bytes are a record identifier.

Based on the record identifier the records will then be formatted as follows:

### ALARM RECORDS

FROM	TO	TYPE	FIELD
1	10	A	RECORD TYPE = <b>ALARM</b>
11	20	A	ACCOUNT NUMBER
21	70		FILLER
71	77	N	TOTAL DUE
78	82	A	HOUSE NUMBER
83	84	A	STREET DIRECTION
85	99	A	STREET NAME
100	104	A	STREET CODE
105	111	A	UNIT NUMBER
112	124	A	"FT LAUD, FL"
125	129	A	ZIP CODE
130	152	A	ADDRESS OCCUPANT NAME
153	175	A	ADDRESS LINE 1
176	198	A	ADDRESS LINE 2
199	221	A	ADDRESS LINE 3
222	230	A	ADDRESS LINE 4
231	236	D	COLLECTION TURN OVER DATE
237	242	D	COLLECTION WITHDRAW DATE
243	249	N	AMOUNT PAID
250	255	D	PAID DATE
			FILLER (SPACES)

### UTILITY BILLING COLLECTION RECORD LAYOUT

All records are 260 bytes in length.

The first 10 bytes are a record identifier.

Based on the record identifier the records will then be formatted as follows:

#### UTILITY BILLING RECORDS

FROM	TO	TYPE	FIELD
1	10	A	RECORD TYPE = <b>UB</b>
11	18	A	CUSTOMER NUMBER
19	20	N	SERVICE CODE
21	43	A	CUSTOMER NAME
44	61	N	CUSTOMER DLN
62	70	N	SOCIAL SECURITY NUMBER
71	77	N	TOTAL AMOUNT DUE (DECIMAL IMPLIED)
78	82	A	HOUSE NUMBER
83	84	A	STREET DIRECTION
85	99	A	STREET NAME
100	104	A	STREET CODE
105	111	A	UNIT NUMBER
112	124	A	"FT LAUD, FL"
125	129	A	ZIP CODE
130	152	A	CUSTOMER NAME
153	175	A	BILLING ADDRESS LINE 1
176	198	A	BILLING ADDRESS LINE 2
199	221	A	BILLING ADDRESS LINE 3
222	230	A	BILLING ZIP CODE
231	236	D	COLLECTION TURN-OVER DATE
237	242	D	COLLECTION WITHDRAW DATE
243	249	N	COLLECTION / AMOUNT PAID (DECIMAL IMPLIED)
250	255	D	PAID DATE
			FILLER (SPACES)

## FIRE RECORDS COLLECTION RECORD LAYOUT

All records are 260 bytes in length

The first 10 bytes are a record identifier.

Based on the record identifier the records will then be formatted as follows:

### FIRE RECORDS

FROM	TO	TYPE	FIELD
1	10	A	RECORD TYPE = FIRE
11	20	A	ACCOUNT NUMBER
21	26	D	PAID DATE
27	70	A	FILLER (SPACES)
71	77	N	TOTAL AMOUNT DUE (DECIMAL IMPLIED)
78	82	A	HOUSE NUMBER
83	84	A	HOUSE DIRECTION
85	99	A	STREET NAME
100	104	A	STREET CODE
105	111	A	UNIT NUMBER
112	124	A	"FT LAUD, FL"
10	134	A	ZIP CODE
10	157	A	OWNER NAME
158	180	A	ADDRESS LINE 1
181	203	A	ADDRESS LINE 2
204	231	A	CITY ST
232	241	A	ZIP CODE
242	247	D	COLLECTION TURNOVER DATE
248	253	D	COLLECTION WITHDRAW DATE
254	260	N	TOTAL AMOUNT PAID



City of Fort Lauderdale • Procurement Services Department  
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301  
954-828-5933 FAX 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. 1**

RFP 105-10457  
Delinquent Account Collection Services

ISSUED: April 22, 2010

1) PART II – RFP SCHEDULE is being revised to read as follows:

Release RFP	04/14/10
Last Date of Receipt of Questions of a Material nature	04/28/10
Addendum Release (if required)	04/29/10
PROPOSAL DUE (prior to 2:00pm EST)	05/11/10

2) PART I – INTRODUCTION/INFORMATION, ITEM 07, CONTRACT PERIOD, first sentence is being revised to read:

“The initial contract term shall commence on August 1, 2010 or date of award by the City, whichever is later, and shall be for a three-year period.”

**All other terms, conditions, and specifications remain unchanged.**

**This Addendum No. 1 SHOULD be submitted with your RFP Proposal, (RFP 105-10425)**

Michael Walker, CPPB  
Procurement and Contracts Manager

Company Name: \_\_\_\_\_  
(please print)

Authorized Contractors  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Question and Answers for Bid #105-10457 - Delinquent Account Collection Services

### OVERALL BID QUESTIONS

#### Question 1

Why is the contract out to bid at this time?

When is the anticipated contract start date?

Has the current contract gone full term?

Have all options to extend the current contract been exercised?

Do you expect to replace one or both vendors?

What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

To what extent will the location of the bidder's call center and/or corporate headquarters have a bearing on any award(s)?

The RFP states: "Contractor should have wholly owned offices in principal cities, or established subcontractors in principal cities, who also meet the City's qualifications requirements." Can you please elaborate?

The RFP Part VII Item 1 under Prior Experience asks for the number of years of experience in South Florida. Does having clients in South Florida count toward this number?

The RFP states, "If Parking and/or EMS should no longer have their current Primary Collection placement, and wish to move to the Primary placement collection fee percentage, will you accept this move upon notification by the City?" Please elaborate on what would be required. (Submitted: Apr 21, 2010 9:08:47 AM EDT)

#### Answer

- 1. There are no more renewals.

2. Yes

3. Yes

4. The contract with both current vendors expires on 07/31/10. (Answered: Apr 21, 2010 3:22:20 PM EDT)

- 5. The estimated dollars paid last quarter of 2009 is \$10,000

6. The location of the bidder's call center and/or corporate headquarters will not have any bearing on the award.

7. The offices or subcontractors do not have to be located in the State of Florida, but they must be licensed in the State of Florida for residential and commercial collections. There should be a liaison that we can contact, or that could come to the City when needed.

8. Yes, this question is asked to see how much experience the contractor has with the collection laws for the State of Florida.

9. To Be determined

10. No, the bidding company does not have to be located within the State of Florida, but needs to be licensed in the State of Florida for residential and commercial collections, and the contractor would provide a point of contact person, for questions as they arise. (Answered: Apr 26, 2010 7:39:59 AM EDT)

- Anticipated start date per Addendum No. 1 dated April 22, 2010 is August 1, 2010 or date of award, whichever is later. (Answered: Apr 26, 2010 8:20:41 AM EDT)

#### Question 2

Part II-RFP Schedule lists the last date for questions as 4-23-10. Bidsync shows the deadline as 4-28-10. What is the correct deadline for submitting questions? (Submitted: Apr 22, 2010 10:30:32 AM EDT)

#### Answer

- Please see Addendum No. 1 dated April 22, 2010 which changes PART II - RFP SCHEDULE, along with another change. The correct deadline for submitting questions has been changed to read April 28, 2010. (Answered: Apr 22, 2010 3:33:24 PM EDT)

#### Question 3

In Part IV, Section 1, it is implied that utility bill and alarm system response fees for Homestead properties are not referred to collection. In the same section, it also states that the City intends to allow the Contractor to attempt collection of accounts that have gone to lien. Please clarify whether or not placements will include Homestead property accounts and whether or not those accounts are included in 2008 and/or 2009 placement statistics. (Submitted: Apr 23, 2010 5:36:48 PM EDT)

Answer

- No, liened accounts are not included for collection. They are not in the numbers for 2008 and 2009. (Answered: Apr 30, 2010 7:48:44 AM EDT)

Question 4

Regarding historical placement volumes provided in Part IV, Section 1, please clarify that "during 2008 and 2009" refers to placements that occurred during a combined two calendar-year period (as opposed to referring to placements that occurred during a 12-month time frame that spanned both calendar years). (Submitted: Apr 23, 2010 5:38:16 PM EDT)

Answer

- The placements that are referred to during 2008 and 2009, are for 16 months, from January 2008 thru April 2009. (Answered: Apr 30, 2010 7:48:44 AM EDT)

Question 5

According to placement files and descriptions provided, it appears that a phone number is not provided at the time of placement. Please confirm whether this common data point is either included or not included for each specific account type. (Submitted: Apr 23, 2010 5:41:36 PM EDT)

Answer

- Phone number not included. (Answered: Apr 30, 2010 7:48:44 AM EDT)

Question 6

Historically, what percentage of the parking citations placed are issued to vehicles registered in the five states that do not provide vehicle ownership data. (Submitted: Apr 23, 2010 5:42:37 PM EDT)

Answer

- A very small fraction of the accounts are from those states, but we don't have specific figures. (Answered: Apr 30, 2010 7:48:44 AM EDT)

Question 7

Regarding Part 111, Section 10, Substitution of Personnel, please explain the process that will be required to obtain approval from the City for the replacement of personnel. (Submitted: Apr 23, 2010 5:44:27 PM EDT)

Answer

- Please send a letter stating the change in personnel to the Contract Administrator at the City, with the effective date that it will occur. (Answered: Apr 30, 2010 7:48:44 AM EDT)

Question 8

What is the average age of the accounts placed for collection of delinquent code violations? (Submitted: Apr 23, 2010 5:46:16 PM EDT)

Answer

- The unpaid citations (based on a civil penalty imposed) would be delinquent at least 6 months before referral to collection services. Code issues a demand letter initially for payment. (Answered: Apr 30, 2010 2:50:17 PM EDT)

Question 9

Regarding Part IV, Section 1.b, can you please clarify or explain the percentage of accounts that are business accounts and individual accounts for Fire and Police. (Submitted: Apr 23, 2010 5:47:33 PM EDT)

Answer

- Fire Response - 98-99% Fire Code/Fie Watch charges are for Commercial entities. on a rare occasion there may ne a single family resident (Condominium Owner) that would be sent to collections for failure to have smoke detectors inspections completed. Staff has had no recent knowledge of this event being actualized. Police: None. (Answered: Apr 30, 2010 2:50:17 PM EDT)

Question 10

Are utility accounts subject to a moratorium? (Submitted: Apr 23, 2010 5:47:51 PM EDT)

Answer

- The accounts are normally left with the collection agency for at least 6 months. (Answered: Apr 30, 2010 7:48:44 AM EDT)

Question 11

Regarding utility accounts, are reconnects and government payments included with the recovery percentages provided? (Submitted: Apr 23, 2010 5:48:05 PM EDT)

Answer

- No (Answered: Apr 30, 2010 2:50:17 PM EDT)

Question 12

Will the Contractor be permitted to report accounts to the Credit Reporting Agencies? If so, what are the criteria? (Submitted: Apr 23, 2010 5:48:36 PM EDT)

Answer

- No (Answered: Apr 30, 2010 2:50:17 PM EDT)

Question 13

What is the approximate percentage of accounts being authorized by the City to be litigated by collection vendors under the current contract with Penn Credit? (Submitted: Apr 23, 2010 5:49:02 PM EDT)

Answer

- To the best of our knowledge, there have been only two (2) accounts litigated over the last year period with Penn Credit. (Answered: Apr 30, 2010 7:48:44 AM EDT)

Question 14

The RFP states, "If Parking and/or EMS should no longer have their current Primary Collection placement, and wish to move to the Primary placement collection fee percentage, will you accept this move upon notification by the City?" Please elaborate on what would be required. (Submitted: Apr 26, 2010 8:21:58 AM EDT)

Answer

- Since both EMS and Parking currently have Primary Collection Placement contracts, all contractors bidding on this RFP would be bidding these two areas as a Secondary Collection Placement. The City expects EMS will always have a different Primary Collection placement. Parking has a Primary Collection placement until July 31, 2010. If after July 31, 2010, Parking no longer has another Primary Collection placement contract, and Contractors on this bid quoted a collection fee for these two locations as a secondary placement Collection Fee %, Will you accept switching them to a Primary Placement collection Fee %?, and If Not, Why? (Answered: Apr 30, 2010 7:48:44 AM EDT)

Question 15

Please provide a breakdown of code violatiopns by the following ranges: \$0-\$1,000, \$1001-\$5,000, \$5001-\$10,000, \$10,001-\$20,000, and \$20,001+? (Submitted: Apr 26, 2010 8:36:36 AM EDT)

Answer

- The breakdown on unpaid citations is that they would be in the \$1000 or less range. These type citations are issued as a ticket fine. All other type code fines that result in liens on properties (such as Special Magistrate or Code Enforcement Board orders) will not be referred to collection services. Code liens on properties result in payment to the City in one form or another when the property changes hands. Citations, on the other hand, do not result in liens. (Answered: Apr 30, 2010 2:50:17 PM EDT)

**Question 16**

Please provide initial total amounts and average balances each for parking citations, redlight violations and bad (returned) checks? (Submitted: Apr 26, 2010 8:37:33 AM EDT)

**Answer**

- Parking: The initial referral will be approximately \$5,000,000 but it should be noted that about half of this is more than 2 years old. The Average balance for all delinquent citations is approximately \$40 but the minimum is \$10 and the max is \$285 (before the collection fee add-on). Current citations that become delinquent are \$60 minimum, unless a partial payment has been received.

Red Light Violations: The Red Light Camera Program is an entirely new project for the City. The first violations are anticipated to be issued by July. Therefore, there is no historical information available to accurately project initial amounts, average balances or bad checks... (Answered: Apr 30, 2010 2:50:17 PM EDT)

**Question 17**

Please explain/elaborate on Section IV.2.A.(4). What is the intent of this paragraph regarding "offices in principal cities"? (Submitted: Apr 26, 2010 8:38:52 AM EDT)

**Answer**

- This statement is misleading. The offices or subcontractors DO NOT have to be located in the State of Florida, but must be licensed in the State of Florida for residential and commercial collections. The City is asking that their should be a liason that we can contact or come to our City (if needed). Our current Contractor has a liason in West Palm Beach, FL for the South Florida region. (Answered: Apr 30, 2010 7:48:44 AM EDT)

**Question 18**

If an agency uses an outside attorney for collection efforts, is that attorney or law firm considered a subcontractor? (Submitted: Apr 26, 2010 8:39:50 AM EDT)

**Answer**

- Yes (Answered: Apr 30, 2010 7:48:44 AM EDT)

**Question 19**

Can an Agency use legal activities (i.e. wage garnishments, bank and auto levies) to collect on these delinquent accounts? (Submitted: Apr 26, 2010 8:40:50 AM EDT)

**Answer**

- No (Answered: Apr 30, 2010 7:48:45 AM EDT)

**Question 20**

Please describe the process of receiving express written consent of the City Attorney to initiate lawsuits for these accounts? (Submitted: Apr 26, 2010 8:41:35 AM EDT)

**Answer**

- A letter should be sent to the Contract Administrator at the City, requesting consent to initiate lawsuit. This will be at the City's discretion, to move forward with any lawsuit. (Answered: Apr 30, 2010 7:48:45 AM EDT)

**Question 21**

Would the City be open to selecting multiple agencies according to specialty? For example, will the City consider selecting a primary and secondary collection agency to pursue newer debt and a post-secondary collection agency that specializes in managing severely delinquent and/or distressed debt accounts using legal activities? (Submitted: Apr 26, 2010 8:43:48 AM EDT)

**Answer**

- No (Answered: Apr 30, 2010 7:48:45 AM EDT)

**Question 22**

Would the City be open to an Agency proposing to pursue only the higher balance and or severely aged accounts

using legal activities? (Submitted: Apr 26, 2010 8:46:11 AM EDT)

Answer

- No (Answered: Apr 30, 2010 7:48:45 AM EDT)

Question 23

Please provide an estimated dollar amount and average balance of new delinquent accounts in each category to be forwarded to the Agency monthly or annually? (Submitted: Apr 26, 2010 8:48:00 AM EDT)

Answer

- These numbers are reported annually:

Account Est. dollar amt. Avg. balance of each account.

EMS \$2,730,000 \$390

Utility Billing \$ 200,000 \$200

Alarms \$ 270,000 \$ 90

Fire Records \$ 45,000 \$ 90

Misc. \$ 40,000 \$400

There is not historical values for Code Violations. Redlight tickets and return checks are new. At this time for Code Violations, there is \$91,000 past due which would average at approx. \$600 each. The Red Light tickets is averaged at 125 each with no past due amount. This is a new program that the City will start enforcing. The average of the return checks are \$80.00. (Answered: Apr 30, 2010 2:50:17 PM EDT)

Question 24

Please provide an estimate of debtors who reside in-state verses out-of-state? (Submitted: Apr 26, 2010 8:48:38 AM EDT)

Answer

- Approximately 90% are within the State verses 10% out-of-state. (Answered: Apr 30, 2010 7:48:44 AM EDT)

Question 25

Are appendices such as sample reports, flowcharts, debtor communication samples, ect., to be counted toward the desired 50 page limit of the RFP response? (Submitted: Apr 26, 2010 8:52:38 AM EDT)

Answer

- No, These would be in addition to the 50 pages if applicable. (Answered: Apr 28, 2010 7:16:10 AM EDT)

Question 26

Section 1.e states that "Advanced Data processing, Inc's" collection techniques include monthly statements, calls to debtors. Advanced Date processing, Inc. follows a strict code of collection ethics, as required by law, and, accordingly, does not send final letters, that threaten to report the non-payment to credit bureau agencies." is credit bureau reporting not allowed? (Submitted: Apr 26, 2010 9:07:44 AM EDT)

Answer

- ADPI sends a final "Going to Collections" notice that indicates that they may be subject to further collection activity, that may impact their credit standing. ADPI is not a collection agency and cannot report the patient to a credit bureau. (Answered: Apr 30, 2010 2:50:17 PM EDT)

Question 27

Section 1.g.3 seems to imply that the City will only be providing license plate numbers on most out-of-state owners. Please confirm and/or elaborate? (Submitted: Apr 26, 2010 9:09:00 AM EDT)

Answer

- Most citation accounts have registered owner information (i.e. name, address)and license plate. About 1/3 of the oldest accounts have only the plate. (Answered: Apr 30, 2010 7:48:44 AM EDT)

## Question 28

Is the RFP to be completed within PART VII or does the City want a narrative style response? Please explain. (Submitted: Apr 26, 2010 9:09:51 AM EDT)

## Answer

- The City is requesting that you answer all the questions as stated in PART VII PROPOSAL SUMMARY/QUESTIONNAIRE. you may answer within PART VII or a narrative style, as long as the content of the question is included prior to each response and are in the same order. (Answered: Apr 28, 2010 7:16:10 AM EDT)

## Question 29

What is the phone number to be used for Overnight and/or Express Delivery of the proposal? (Submitted: Apr 26, 2010 9:14:28 AM EDT)

## Answer

- 954-828-5933. (Answered: Apr 26, 2010 9:15:24 AM EDT)

## Question 30

For the sake of clarification, does the City want one copy of the proposal on CD? In addition, will PDF format be acceptable? (Submitted: Apr 27, 2010 4:48:07 PM EDT)

## Answer

- Yes, One copy of CD is fine. Pdf format is acceptable. (Answered: Apr 28, 2010 7:16:10 AM EDT)

## Question 31

Will it be acceptable to the City to incorporate Part VII Proposal Summary/Questionnaire in a Word document for the ease of proposal organization or does the City prefer that all questions are answered on the form as it is provided? (Submitted: Apr 27, 2010 4:52:31 PM EDT)

## Answer

- Either is acceptable as long as the content is not changed. (Answered: Apr 28, 2010 7:16:10 AM EDT)

## Question 32

"The City prefers all responses to this RFP to be less than 50 pages". Does this requirement include cover letter, title page, table of contents, required forms, and any reference material requested by the City? (Submitted: Apr 27, 2010 4:54:02 PM EDT)

## Answer

- The 50 pages is a preference, not mandatory and does not include items you mentioned. (Answered: Apr 28, 2010 7:16:10 AM EDT)

## Question 33

Page 26 of the RFP specifies to "Use the form provided as ATTACHMENT 'A' to the RFP for your response." As this document is not included with the RFP, where can potential bidders find ATTACHMENT A? (Submitted: Apr 27, 2010 4:56:53 PM EDT)

## Answer

- You are correct. Please answer question 10. "Collection Procedures", as stated in the bid. There is no Attachment A required for your answer or your submittal. (Answered: Apr 28, 2010 7:16:10 AM EDT)

## Question 34

Does the City consider letter vendors and skip tracing services to be subcontractors, and therefore subject to the RFP's same insurance requirements? (Submitted: Apr 28, 2010 8:44:09 AM EDT)

## Answer

- Yes (Answered: Apr 30, 2010 7:48:44 AM EDT)

## Question 35

Does the City prefer a straight contingency fee or an add-on fee in price structure? What is the maximum allowable add-on fee? (Submitted: Apr 28, 2010 8:45:37 AM EDT)

Answer

- For all Departments except Parking a straight contingency fee. In the RFP See Page 14, (4) IMPORTANT NOTE REGARDING PARKING CITATIONS: for additional information about Parking. (Answered: Apr 30, 2010 7:48:44 AM EDT)

Question 36

Section VII asks for licenses and/or permits to do business in the state of Florida and Broward County. If Contractor is licensed in Florida, is Broward County license necessary? (Submitted: Apr 28, 2010 8:55:08 AM EDT)

Answer

- A Broward County License is required if your firm/business is located in Broward County. (Answered: Apr 28, 2010 3:23:34 PM EDT)

Question 37

In Part I Section 03. Eligibility, Question G. Policies and Procedures: Please elaborate as to what type of response the City would like to see. Is the City requesting a full copy of the vendor's Policies and Procedures? (Submitted: Apr 28, 2010 10:45:58 AM EDT)

Answer

- Yes (Answered: Apr 30, 2010 7:48:44 AM EDT)

Question 38

In Part IV, #4, Important Note regarding Parking Citations. Would the City consider a bid that includes a rate for citations issued after 9/10/2008 and citations issued prior to 9/11/2008? Or would the City prefer one rate for all parking citation collections? (Submitted: Apr 28, 2010 10:58:42 AM EDT)

Answer

- The City prefers one rate, for administrative simplicity. The difference in these two sets of citations is that we cannot bill the customer for the collection fees prior to 09/10/08, but we do add the collection fee to citations after that date. In the former case, the City pay's its fee out of the fines and penalties, in the latter, the collection fee is added to the fines and penalties. (Answered: Apr 30, 2010 2:55:13 PM EDT)

Question 39

1. Part IV Scope of Services, e. EMS Billing states that on a monthly basis, approximately 670 accounts are sent to collection with an estimated value of \$280,000. Does this data include both primary and secondary placements? If so, can you please provide the breakdown of primes vs. seconds? (Submitted: Apr 28, 2010 11:26:24 AM EDT)

Answer

- It includes both. The breakdown is as follows: Primary (full charge balance) is about 75% of the accounts, the Secondary placements make up the remaining 25% of the accounts. (Answered: Apr 30, 2010 2:50:17 PM EDT)

Question 40

2. Part IV Scope of Services, f. Code Violations provides initial anticipated number and dollar value of account to be referred. What is the average age of these accounts? (Submitted: Apr 28, 2010 11:26:55 AM EDT)

Answer

- There are currently 520 unpaid citations and we can estimate that this would be in the neighborhood of \$91,000, that could be referred to collection services. The average age of these accounts (unpaid citations) are approximately one-year old. (Answered: Apr 30, 2010 2:50:17 PM EDT)

Question 41

The RFP provides parking ticket accounts to be referred as 60,000 primes and 30,000 seconds. How many of these are vehicles registered in state and out-of-state? (Submitted: Apr 28, 2010 11:27:45 AM EDT)

Answer

- Only about 8%-10% of our Florida-issued citations DO NOT have registered owner information and many of those are the oldest ones. About 75%-80% of our citations are issued to Florida vehicles. (Answered: Apr 30, 2010 7:48:44 AM EDT)

#### Question 42

Part IV Scope of Services, g. Parking Citations (3) states that citations issued to vehicles registered to out-of-state owners in states that do not provide vehicle ownership data will require the Contractor to locate and acquire owner and contact information for out-of-state vehicle registration information not included in your database. Can you please identify the five states and, of these, which state(s) the majority of citations are issued to? (Submitted: Apr 28, 2010 11:28:18 AM EDT)

#### Answer

- The states that we do not get registered owner information from for citations are AZ, CT, HI, IA, MN, NE, NH, PA, WY. A small fraction of citations are issued to these states but the largest percentage is from our own neighboring state GA. We do not have metrics by state available. Without registered owner information, the only data the Contractor will have to pursue collections will be the vehicle information and plate number. If bidders do not have the ability to obtain registered owner information through their own efforts or resources, please state such, as an exception to the RFP requirements. This single factor will not disqualify a Bidder's response. (Answered: Apr 30, 2010 7:48:44 AM EDT)

#### Question 43

What is the historic recovery rate for parking citations? (Submitted: Apr 28, 2010 11:29:00 AM EDT)

#### Answer

- The City collects roughly 72% of citations that are current. Of those we refer as delinquent, our historic recovery is in the range of 25%-35%. (Answered: Apr 30, 2010 7:48:44 AM EDT)

#### Question 44

Part VII Proposal summary Questionnaire, Item 15 states that Parking and EMS currently have primary placement service and if these current contracts expire, then both departments will move to a primary placement collection fee, and contractor will accept this move. When are these contracts due to expire? (Submitted: Apr 28, 2010 11:29:33 AM EDT)

#### Answer

- The current Parking contract for Primary Placement expires July 31, 2010. (Answered: Apr 30, 2010 7:48:44 AM EDT)

- The current EMS contract for Primary Placement expires on 09/08/12. Its a three year with three, one-year extensions. (Answered: Apr 30, 2010 2:50:17 PM EDT)

#### Question 45

Part VII Proposal summary Questionnaire, Item 15 states that Parking and EMS currently have primary placement service and if these current contracts expire, then both departments will move to a primary placement collection fee, "and Contractor will accept this move". Below, under fee, it asks whether the Contractor will accept this move. Is acceptance of these accounts under the primary fee quoted for this response mandatory? Please clarify. (Submitted: Apr 28, 2010 11:30:47 AM EDT)

#### Answer

- See Question 14 above. Acceptance of these accounts under the primary fee quoted is not mandatory, but all information provided in this RFP will be evaluated by the City's Evaluation committee and scored accordingly. (Answered: Apr 30, 2010 7:48:44 AM EDT)