CITY OF LEE’S SUMMIT
PURCHASING, ADMINISTRATION DEPARTMENT
207 S.W. MARKET STREET - P.O. BOX 1600
LEE’S SUMMIT, MO 64063-2358
816-969-7337 Phone  816-969-7771 Fax

TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO. 06-034
DEBT COLLECTION SERVICES

The City of Lee's Summit will accept separate sealed proposals from qualified persons or firms interested in providing the following:

Six (6) SIGNED PROPOSALS
Plus One (1) unbound copy for a total of Seven (7) copies
MUST BE RECEIVED BY:
3:00 P.M. ON OCTOBER 7, 2005

A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR SEPTEMBER 28, 2005
AT 3:00 P.M. IN THE EXECUTIVE CONFERENCE ROOM CITY HALL

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL" AND SEND IT TO:

City of Lee's Summit, Division of Purchasing
Attention: Nicole Averell, Procurement Officer
207 S.W. Market, P.O. Box 1600
Lee's Summit, Missouri 64063
816-969-7337

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City. The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name ___________________________ Authorized Person (Print) ___________________________
Address __________________________________ Signature ______________________________________
City/State/Zip ___________________________ Title ___________________________________________
Telephone # ___________________________ Fax # ___________________________
Date ___________________________ Tax ID # ___________________________
E-mail ___________________________ Entity Type ___________________________

M:\PURCHASE\RFP’S\2005-06\06-034 Debt Collection Services\RFP Document.doc
Page 1
CITY OF LEES SUMMIT

REQUEST FOR PROPOSAL 06-034

The City of Lee's Summit will accept separate sealed proposals from qualified firms/providers interested in providing the following: Debt Collection Services.

Proposals must be received by and will be opened at 3:00 P.M. local time, on October 7, 2005 at the City Hall, Purchasing Division, 207 S.W. Market, Lee's Summit, MO 64063.

Proposal documents are available by accessing the City’s web site at www.lees-summit.mo.us/content/Citybusiness.cfm or by contacting the Purchasing Division at 816-969-7337.

The City reserves the right to reject any and all proposals, to waive technical defects in the proposals, and to select the proposal deemed most advantageous to the City.

A pre-proposal conference will be held on September 28, 2005 at 3:00 P.M. in the Executive Conference Room at City Hall, 207 S. W. Market, Lee’s Summit, MO 64063.

Nicole Averell, Procurement Officer
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EXHIBITS

Bad Debt Policy
1. DESCRIPTION OF PROJECT AND SERVICES REQUIRED:

The City of Lee’s Summit, Missouri is seeking proposals from qualified firms to provide collection services for all participating City departments.

1.1 Description of Operations or Background:

The City employs various methods of collecting active accounts and maintaining a minimal current accounts receivable level. This proposed collection services will serve primarily the Water Utilities department for collection of water and sanitary sewer billing. Other municipal billing may be transferred to collections through this proposal for Airport or Landfill. The Water Utilities department estimates $100,000 per year in water and sanitary sewer accounts will be written-off as bad debt and referred to collections.

It is the intent of the City to take a compassionate approach to its collection process and harassing or aggressive tactics will not be tolerated. The City’s Bad Debt policy has standardized the procedures for collection of debt and shall be the guide for collection services.

2. SCOPE OF SERVICES:

The City of Lee’s Summit is seeking an experienced, service provider who shall provide services for the purpose of collection of delinquent payments owed to the City. Requirements as noted below:

1. Collection service must accept any account for collection that the City of Lee's Summit submits to the successful contractor for collection.

2. When any such account is submitted for collection, the City will provide the collection service the following information: Name, Taxpayer Identification, if available, last known address, balance due, the account number and any other information the City may deem helpful in the collection of the account.

3. Collection service shall undertake within three (3) days from receipt of said accounts through proper and lawful means, the collection of said accounts without regard to the amount thereof.
4. A designated City representative shall assemble accounts referred for collection and transfer the account information to the collection service representative.

5. The collection service will retain a summary of information on all accounts for three (3) years, including the name of the debtor, account number, dates of contacts and by type, dates of transactions (payments and/or payment plans), date account listed with credit bureau, status of account and beginning and ending balance.

6. Collection services shall remit to the Accounts Payable Department on the fifteenth (15th) day of each month, or more often if possible, by collection service company check only, the full amount of all sums, less fee’s charged, which have been paid for the accounts submitted for collection. An example of the form utilized to report collections must be included with the response to this proposal.

7. Collection service will provide the Accounts Payable Department with a monthly statement listing the names and account numbers of all accounts so paid. The statement will reflect the total amount paid during the previous month and indicate whether the payments were received by the collection agency or by the City. The remittance shall be for the gross amount collected, less the fee due the collection service for the previous month by means of an itemized monthly statement.

8. A summary of open accounts shall be provided to the City semi-annually, on December 31st and June 30th. Open accounts should be listed by separate City Department and provided in a spreadsheet format and submitted electronically to each individual department representative.

9. The agreement will not be exclusive to all City departments. The City may engage other collection services to perform the same or similar services for other departments not included in this proposal.

10. Upon termination or expiration of the agreement, the collection service shall provide all the information regarding the account listed in paragraph (5). If the contract is terminated, collection service shall return accounts to the City within ninety (90) days.

11. Collection service shall not, under any circumstance, use any threats, intimidation, or harassment of the debtor in the collection of said accounts; nor shall collection service violate any guidelines as established by the Federal Trade Commission, Federal Communications Commission, nor shall collection service violate any local, state, or federal laws. The City reserves the right to add further restrictions under this section upon written notification.
12. Collection service shall ensure that no employee of the collection agency shall represent themselves as an employee of the City, representative of a court, or any law enforcement agency. All representation shall be as an employee of the collection agency.

13. Collection services shall attempt through collection procedures to achieve the highest rate of recovery possible. Such procedures shall include a minimum of six (6) contact attempts of which three (3) shall be via mail utilizing skip tracing and/or other responsible steps to contact the debtor.

14. The fee to be paid Collection service hereunder shall include all expenses and costs incurred by Collection Service.

15. City may, at its discretion, recall any account at any time upon written notification to collection service. Collection service shall then suspend collection efforts, either temporarily or permanently, as requested by the City. Collection service shall receive no compensation and no penalty shall be paid from City to collection service for accounts temporarily or permanently recalled by the City or returned to the City by collection service in accordance with the provisions hereof. In the event that the City shall recover all of a portion of said accounts by litigation; collection service shall be due no compensation or penalty payments

16. The City, at its sole discretion, retains full and complete authority to institute, maintain, prosecute and/or authorize suits or litigation on all accounts.

17. Collection service shall have authority to institute, maintain, or prosecute a suit on any account, after the City grants permission in writing. The only cost chargeable to the City will be the filing fee(s) and miscellaneous court costs, and the standard collection fee, which, upon satisfaction of judgement, shall be billed to the City.

18. Prior to placing an account for collection with the collection service, the City may pursue any and all methods of collection deemed appropriate by the City and may inform the debtor that failure to make payment could result in placing account for collection with a collection agency.

19. Collection service shall not transfer accounts, or assign accounts to any other person or agency but may transfer said accounts to collection service’s branch offices provided that no additional charge be assessed to the City.

20. Collection service will notify individual account holders of outstanding amount due and request payment or a payment plan. If no response is received within fifteen (15) days of referral, Collection service will record delinquent amount with the National Credit Bureau.
21. Collection service shall retain individual accounts for a maximum of twelve (12) months per account. After an individual account has been retained by collection service for said twelve month period, collection service shall return said account to the City, unless an extension is granted by the City. Accounts set up on payment arrangements may be retained beyond a twelve-month period of time if payments are due to run beyond that point. The collection service shall notify the City of individual accounts that have relocated with City of Lee’s Summit address during the twelve month period.

22. The collection service shall assume all risks of loss or damage to its own property and to property in its custody and to the property of its employees, agents and servants, howsoever caused; and all risks of damage resulting from the death of or injury to itself, its agents, employees and servants, while engaged in said work and while traveling to and from the same; and collection service agrees to hold the City free and harmless from all loss, cost and expense on account thereof, and agrees to indemnify and save harmless the City from all loss, cost and expense arising or growing out of any injury to any employee or the City caused by the negligence of the collection service or any of the collection service employees.

3. **CITY PROVIDED SERVICES**
The City will provide a copy of the City’s Bad Debt Policy. Water Utilities will provide sample account information.

4. **TIMELINE**

4.1 **Timeline for RFP Process**: The timeline listed below is the City’s estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mail RFP Notification</td>
<td>September 16, 2005</td>
</tr>
<tr>
<td>Receive Proposals</td>
<td>October 7, 2005 @ 3:00 PM</td>
</tr>
<tr>
<td>Meet to review</td>
<td>Week of October 14, 2005</td>
</tr>
<tr>
<td>Interviews</td>
<td>October 26, 2005</td>
</tr>
<tr>
<td>City Council</td>
<td>December, 2005</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>January, 2006</td>
</tr>
</tbody>
</table>

4.2 **Timeline for project**: The City has developed the following general timeline: Upon the notice to proceed, the Water Utilities department shall refer accounts to the successful firm. Accounts may consist of newly written-off accounts and those accounts that have not been referred previously due to contractual limitations.
PART II
INSTRUCTIONS TO RESPONDENTS

1. **MINIMUM QUALIFICATIONS**

   Firm shall have current memberships with the American Collector Association, Inc., Missouri Collectors Association Inc. and the Better Business Bureau.

   Firm shall have a local contact for support services.

   Firm shall have a collection history of 5 plus years.

2. **SELECTION PROCESS**

   The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process will consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

   **Step One: Evaluation of Responsive Proposals**

   Members of the Selection Committee will review and rate each responsive proposal based on the following criteria:

   a. The firm's (lead firm and subcontractors) experience in providing similar services to municipalities during the past five (5) years.

   b. Key personnel that will be assigned to the City's project, and their experience with similar projects.

   c. Applicable Resources offering quality assurances / quality control procedures; as well as adequacy of team / resources to complete the project within the proposed timeframe.

   d. Project approach including project schedule and detailed approach to complete this project, familiarity with this project, identification of unique issues related to project, and the process proposed for communications with city staff, elected officials, and the public.

   e. Cost (up front submitted with proposal)

   The Proposal Ranking Sheet for the evaluation of the proposals is included as Enclosure I to this section. The Selection Committee may request additional submittals.
Step Two: Short List Interviews

The written evaluation will produce a list of the top rated proposals that will be selected for Interviews (short list). Oral interviews will be conducted in order to make a final decision.

The Project Manager checks reference once a short list is determined. Reference check information memo is prepared by the Procurement Officer or Project Manager and distributed to the interviewing committee. Reference check information is considered part of the interview process and incorporated into the firm’s Experience & References criteria.

Upon selection of the top rated firm after interviews, the City will negotiate the specific terms of the contract including cost.

3. **RESPONDENT COST TO DEVELOP PROPOSAL:**

   a. All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

4. **INSTRUCTIONS FOR RESPONDING TO THIS RFP**

Submit the correct number of signed copies of the proposal and bind them in 3-ring binders or plastic binding combs that can be easily removed. **DO NOT** use wire or metal binding. The proposal must be organized using the following format:

   a. Title-Signature Page

   b. Table of Contents for submittal (Enclosure III)

   c. Letter of Transmittal for Request for Proposal

   d. Addenda – (if applicable)

   e. Form No. 1 - Provider Profile –Lead Firm(s) – Joint Venture Partners

   f. Form No. 2 – Experience and References – List those projects your firm has completed within the past five (5) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other governmental entities.

   Include company name, address, persons to contract, telephone number, a brief description of the project completed by your firm, and date completed.
g. Form No. 3 – Key personnel that will be assigned to the City’s project for lead consultant firm(s) and subconsultant firms. List the person’s name, title, project assignments, years of experience and any other qualifications relevant to the City’s project.

h. Form No. 4 – Narrative on project approach. Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.

g. Cost. Identify all costs related directly or indirectly to this project, including, but not limited to employee classification, hourly rate, travel time, out-of-pocket expenses, etc. This section is to be signed by an authorized representative of the firm. The entity type and Tax ID number must also be provided.

1. Form No. 5 – Fee Schedule. Schedule – percent of account collected. This section is to be signed by an authorized representative of the firm. The entity type and Tax ID number must also be provided.

Proposals must be completed as instructed. A total of seven (7) signed proposals must be submitted along with an equal number of each signed addenda (if applicable). Proposals received that do not include all required documents and signatures may be considered non-responsive.

5. CONFLICT OF INTEREST

a. The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm.

6. RENEWAL OPTION:

a. The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods.

b. Adjustment in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index “CPI-U, All items” (Urban Consumers) index CPI rate.
c. If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Purchasing Manager no less than sixty (60) days prior to the end of the contract period, and shall provide evidence to the satisfaction of the Purchasing Manager of increased costs incurred by the Contractor for any element of the bid/RFP for which an increase is requested.

d. The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City’s right to exercise the renewal option.
7. **SAMPLE AGREEMENT:**

The City has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit a contract which differs from the following example.

**SAMPLE SERVICE AGREEMENT**

FOR____________________________________

This AGREEMENT, made and entered into this day of 20 , by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as “City,” and , a of the State of , hereafter referred to as “Service Provider.” Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in Exhibit A, in consideration of the payment terms described in Exhibit B, subject to the General Conditions described in Exhibit C; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.

2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City’s Request for Proposal No. (hereinafter “RFP”); the Service Provider’s Response to the RFP, (“Proposal”); Scope of Services (“Scope”), attached hereto as Exhibit A; Payment Terms, attached hereto as Exhibit B; General Conditions, attached hereto as Exhibit C. Where the terms of the RFP or the Proposal conflict with anything in Exhibits A, B, or C, the terms of the Exhibits shall control.

3. **Amount Not To Exceed.** It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this contract for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of ________________________________ Dollars ($____________). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the
City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider’s fees for additional services shall be billed on an hourly basis as Service Provider’s current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

4. The term of this Agreement shall be from the date first written above. The City may, at its option, renew the Agreement for up to by giving written notice to the Service Provider.

5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Authorized Signatures from both Successful Firm and City
ENCLOSURE I
PROPOSAL RANKING SHEET

A. SCORING RANGES

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evidence of Experience &amp; References with Similar Projects (FORM 2)</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Expertise of Firm /Provider Personnel (FORM 3)</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Applicable Resources (FORM 1 AND 4)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Project Approach (FORM 4)</td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>

30 Point Questions  20 Point Questions  10 Point Questions
Outstanding 25 – 30  17 – 20  9 – 10
Exceeds Acceptable 19 – 24  13 – 16  7 – 8
Acceptable 13 – 18  9 – 12  5 – 6
Marginal 0 – 12  0 – 8  0 – 4

Evidence of Experience & References with Similar Projects (FORM 2)
Consider experience and references listed by the firm/provider on Form 2 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?
- Familiarity and experience with similar projects
- Consider any sub-consultants to be used and their experience (if applicable)

Expertise of Firm /Provider Personnel (FORM 3)
Consider comparable experience and background of specific personnel that shall be assigned to the City’s project as outlined on Form 3 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 2 of the RFP. Experience on projects of similar scope and size:
- Project Manager
- Project team
- Sub-consultants (if applicable)

Applicable Resources (FORM 1 AND 4)
Evaluate the extent of applicable resources available to the firm / provider to complete the City’s project as listed on Forms 1 and 4 of the RFP
- Standard Quality Assurance/Quality Control program or procedures the firm has in place
- Adequacy of proposed team/resources to complete project within proposed time frame

Project Approach (FORM 4)
Evaluate the firm/ provider’s approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out lined in Form 4.
- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by proposal (if applicable)
- Identify/recognize critical or unique issues specific to the project
- Adequacy of proposed communications process
- Unique approaches that have been successful elsewhere.

5. Cost (FORM 5)
Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.

Ranked By: ___________________

ENCLOSURE I

TOTAL POINTS (100)
ENCLOSURE II
INTERVIEW RANKING SHEET

B. SCORING RANGES

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>30 Point Questions</th>
<th>20 Point Questions</th>
<th>10 Point Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding</td>
<td>25 – 30</td>
<td>17 – 20</td>
<td>9 – 10</td>
</tr>
<tr>
<td>Exceeds Acceptable</td>
<td>19 – 24</td>
<td>13 – 16</td>
<td>7 – 8</td>
</tr>
<tr>
<td>Acceptable</td>
<td>13 – 18</td>
<td>9 – 12</td>
<td>5 – 6</td>
</tr>
<tr>
<td>Marginal</td>
<td>0 – 12</td>
<td>0 – 8</td>
<td>0 – 4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
<th>Score</th>
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</thead>
<tbody>
<tr>
<td>1 Evidence of Experience &amp; References with Similar Projects (FORM 2)</td>
<td>30</td>
<td></td>
</tr>
</tbody>
</table>

Consider experience and references listed by the firm/provider on Form 2 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?

- Familiarity and experience with similar projects
- Consider any sub-consultants to be used and their experience (if applicable)
- Reference check information memo provided to the committee. (if applicable)

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Expertise of Firm/Provider Personnel</td>
<td>30</td>
<td></td>
</tr>
</tbody>
</table>

Consider comparable experience and background of specific personnel that shall be assigned to the City’s project. Also consider the specific involvement of those persons in projects. Experience on projects of similar scope and size:

- Project Manager with emphasis on strengths related to this project
- Project team and team’s experience with similar projects
- Sub-consultants (if applicable)

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Applicable Resources</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Evaluate the extent of applicable resources available to the firm/provider to complete the City’s project.

- Standard Quality Assurance/Quality Control program or procedures the firm has in place
- Adequacy of proposed team/resources to complete project within proposed time frame

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Project Approach</td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>

Evaluate the firm/provider’s approach to and understanding of the
Scope of Services required in the RFP as evidenced by the project approach presented.

- Project schedule and detailed approach is reasonable/responsive to City’s needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by presentation.
- Identify/recognize critical or unique issues specific to the project
- Adequacy of proposed communications process
- Unique approaches that have been successful elsewhere.

5. Cost (FORM 5)
   Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.

   Ranked By: ___________________

   ENCLOSURE II

   TOTAL POINTS (100)
ENCLOSURE III
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

<table>
<thead>
<tr>
<th>A.</th>
<th>TITLE-SIGNATURE PAGE</th>
<th>Page 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.</td>
<td>TABLE OF CONTENTS: Submit this page with page numbers provided.</td>
<td>Page 2</td>
</tr>
<tr>
<td>C.</td>
<td>LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider’s letterhead. 1. Concisely state the provider’s understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.</td>
<td>Attachment</td>
</tr>
<tr>
<td>D.</td>
<td>ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.</td>
<td>Attachment</td>
</tr>
<tr>
<td>E.</td>
<td>PROVIDER PROFILE: Form 1 provided</td>
<td>Page 3</td>
</tr>
<tr>
<td>F.</td>
<td>REFERENCES: Form 2 provided (Form 2 may be reproduced and attached in sequence if more space is required).</td>
<td>Page _____ - _____</td>
</tr>
<tr>
<td>G.</td>
<td>RESUMES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).</td>
<td>Page _____</td>
</tr>
<tr>
<td>H.</td>
<td>PROJECT APPROACH: Form 4 provided (This form must be signed and dated).</td>
<td>Page _____ - _____</td>
</tr>
<tr>
<td>I.</td>
<td>COST: Form provided (Form 5)</td>
<td>Page _____</td>
</tr>
</tbody>
</table>
FORM NO. 1: PROVIDER PROFILE

1. Lead Consultant Firm(s) (or Joint Venture) Name and Address:

1a. Firm / Provider is:  ___ National  ___ Regional  ___ Local

1b. Year Firm / Provider Established:

   Years of Experience providing debt collection services:

1c. Licensed to do business in the State of Missouri:  ___ Yes  ___ No

1d. Name, title, telephone number and email address of Principal to contact:

1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project:

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this Joint Venture previously worked together?  ___ Yes  ___ No
FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: $

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: $

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Firm's / Provider's responsibility in project: (Please give quantitative indications wherever possible).

Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
FORM NO. 3: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

a. Name and Title:

b. Project Assignment:

c. Name of Consultant Firm with which associated:

d. Years Experience:
   With this firm_____ Other firms_____

e. Education: Degree(s)/Year/Specialization:

f. Current Registration(s):

g. Other Experience & Qualifications relevant to the proposed project:
FORM NO. 4: PROJECT NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City’s needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by proposal/interview (if applicable)
  Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere
- Proposed communication process

The foregoing is a statement of facts.

Signature:

Typed Name and Title:

Telephone Number:

Date:
FORM NO. 5: “FEE SCHEDULE”

SCHEDULE - PERCENT OF ACCOUNT COLLECTED

% of account collected by collection service retained by collection service for firm overhead and handling charges. This % shall account for and represent any and all charges to the City. No additional charges will be assessed to the City.

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Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Date

Fax #

Entity Type:

Tax ID No.
PART III

GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. SCOPE: The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.

2. DEFINITIONS AS USED HEREIN:
   a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
   b. The term "respondent" means the person, firm or corporation who submits a formal sealed proposal.
   c. The term "City" means City of Lee's Summit, MO.
   d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing board of the City of Lee's Summit Parks and Recreation Board. The term “Board Administrator” means the Parks and Recreation Board’s department administrator.
   e. The term "contractor" means the respondent awarded a contract under this proposal.

3. COMPLETING PROPOSAL: All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.

4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the Purchasing Office, 207 SW Market, Lee's Summit, MO 64063, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

5. CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.

   All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.

6. SUBMISSION OF PROPOSAL: Proposals are to be sealed and submitted to the Purchasing Office, 207 SW Market, Lee's Summit, MO 64063, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.

7. ADDENDA: All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.

8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered.

   Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.

9. BONDS: When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)

10. NEGOTIATION: The City reserves the right to negotiate any and all elements of this proposal.
11. **TERMINATION**: Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

   (a) **TERMINATION FOR CONVENIENCE**

   In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

   (b) **TERMINATION FOR CAUSE**

   Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

   (c) **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS**

   When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. **TAX EXEMPT**: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

13. **SAFETY**: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

14. **RIGHTS RESERVED**: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.

15. **RESPONDENT PROHIBITED**: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

16. **DISCLAIMER OF LIABILITY**: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

17. **HOLD HARMLESS**: The contractor shall agree to protect defend, indemnify, and hold the City Council, City of Lee's Summit, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

18. **LAW GOVERNING**: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

19. **ANTI-DISCRIMINATION CLAUSE**: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

20. **DOMESTIC PRODUCTS**

   The City of Lee’s Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. (City of Lee’s Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5).

21. **CONFLICTS**: No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

22. **DEBARMENT**: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal
Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of $100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

Para 17 Revised by Legal 1-4-96
Para 21 Revised by Legal 10-31-03
Para 20 Added by Legal 8/02
PART IV
SPECIAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. **INSURANCE:**

The contractor shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

   a. **SURETY BOND**

   The Contractor will furnish the City with a Surety Bond as follows:

   Surety Bond Principal: $25,000.00
   Bond Principal: (Successful Contractor)
   Obligee: City of Lee’s Summit, Missouri
   Bonded for: Faithful collection, accounting, remittance of all monies due to Obligee, collected by Principal.

   b. **COMMERCIAL GENERAL LIABILITY**

   Limits:

   Each Occurrence: $500,000
   Personal & Advertising Injury: $500,000
   Products/Completed Operations Aggregate: $500,000
   General Aggregate: $500,000

   Policy must include the following conditions:

   Contractual Liability
   Products/Completed Operations
   Personal/Advertising Injury
   Independent Contractors
   Additional Insured: City of Lee’s Summit, Missouri
c. **AUTOMOBILE LIABILITY**

Policy shall protect the contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
   
2. All Owned Autos; Hired Autos; and Non-Owned Autos

Limits of auto liability insurance shall be the same as required in the Commercial General Liability section *with the exception* of the City being named as additional insured.

d. **WORKERS’ COMPENSATION**

This insurance shall protect the contractor against all claims under applicable State Workers’ Compensation Laws. The contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers’ Compensation Law. The policy limits shall not be less than the following:

- **Workers’ Compensation:** Statutory
  
  - Employer’s Liability:
    - Bodily Injury by Accident: $100,000 Each Accident
    - Bodily Injury by Disease: $500,000 Policy Limit
    - Bodily Injury by Disease: $100,000 Each Employee

Before, entering into contract, the successful respondent shall furnish to the City of Lee’s Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee’s Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.
In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

    City of Lee's Summit  
    Purchasing Division  
    207 SW Market  
    Lee's Summit, MO 64063 -2358

The City of Lee’s Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.

2. **INVOICING AND PAYMENTS:**

   a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 207 S.W. Market, Lee's Summit, Missouri 64063. Invoices shall contain the following information: contract number, item number, city department name, debtor’s name and account number, amount paid, service commission amount and extended totals.

   b. Payment schedule is negotiable.
EXHIBIT
BAD DEBT POLICY

805  DEBT COLLECTION POLICY

805.1  Applicability. This policy applies to the collection of all bad debts, with the exception of ambulance (EMS) billing. The intent of this policy is to establish the guidelines and procedures for the collection of bad debt.

805.2  Objectives.

805.2.1  Define bad debt and the applicability of this policy.

805.2.2  Outline guidelines for the procedure to collect bad debt.

805.2.3  Establish the responsibilities for administration of the collection of bad debts.

805.3  Rationale for Establishment. The City has various methods of collecting debt. This policy will standardize the procedure to collect debt, with noted exceptions, and assign responsibilities to departments. It is the intent of the City of Lee’s Summit to take a compassionate approach to its collection process and harassing or aggressive tactics will not be tolerated. Any collection agency commissioned to work on behalf of the City will be notified as such.

805.4  Definition of Bad Debt. A debt owed to the City shall be declared a “bad debt” when efforts to collect delinquent debt per departmental policy have been unsuccessful or the customer is no longer a customer of the City and efforts to collect final payment have been unsuccessful as applicable.

805.5  Administration

805.5.1  Departments may implement internal procedures for the collection of debts to augment this policy. Once all efforts have been exhausted, the department shall refer the debt to Treasury as the centralized agency for collection of the debt.
805.5.2  Municipal Billings Procedure for Collection of Debt

805.5.2.1 Monthly Bills. Monthly billings will be sent to the customer for municipal billings. For municipal billing, the due date shall be thirty (30) days from the invoice date; and for water service, the due date shall be twenty-one (21) days from the invoice date unless otherwise stated in adopted City ordinance. Any amount due shall be carried forward to the next monthly billing concurrently with the following collection procedures.

805.5.2.2 Final Bills. The customer will receive a final billing within 7 days of the account being closed. Final bills shall be due within 5 days. Any final bill in the amount of five dollars ($5.00) or less shall be written off of the applicable books with the approval of Finance and no collection procedure shall ensue.

805.5.2.3 Return Mail. In the event a final bill is returned by the Post Office, the account shall be considered delinquent and sent to Collections immediately.

805.5.2.4 Late Payments. All late payment charges shall be charged at a rate of 5% per month delinquent unless otherwise outlined in activity or program specific fees and charges.

805.5.2.5 Delinquent Accounts List. Once the account is past due, the customer shall be added to a delinquent accounts list. The billing department shall make all reasonable efforts to maintain a list of delinquent accounts in order to track the ineligibility of the customer for additional billable services or purchases until such time as the delinquent account is cleared. The list of delinquent accounts shall be shared among billing departments for cross-reference. Once the debt is cleared, the customer shall be removed from the delinquent accounts list.

805.5.3 Water Bills. For active water accounts, amount due shall be handled through normal shut-off practices.
805.5.4  Past Due Procedure.

805.5.4.1  Upon being 31 days past due, the billing department shall issue a first notice to the customer. The notice shall state: “We have not received payment on your billing for __________. This may be an oversight, so please send payment at once to clear your name from our delinquent list. A past due penalty of 5% will be added monthly.

805.5.4.2  If payment is not received after 60 days, the billing department shall issue a final notice to the customer. The notice shall state: “We have not received payment on your final billing for __________. Please send your payment at once to clear your name from our delinquent list. A past due penalty of 5% is being added monthly to your account. If payment is not received within 30 days of the above date, this account may be turned over to our collection agency.”

805.5.4.3  If payment is not received after 90 days, the billing department shall refer the delinquent account to Treasury. Treasury shall verify the amount owed and request that the Law Department issue a letter indicating that unless payment is received within seven (7) days, their account may be turned over to a collection agency.

805.5.4.4  After the seven-day period has expired, Treasury shall refer the debt to the collection agency with the approval of the Finance Director. The information shall include the following available information:

   . Billing information;
   . Transaction history;
   . Supporting documentation to coincide with unpaid bills (such as meter reads);
   . Return address information;
   . Employment information.

805.5.4.5  Once the debt is sent to a collection agency, the collection efforts by City staff will cease and the debt will be written off of the appropriate books with approval by Finance.
805.6 **Write Off Policy.** If the total amount due is less than $20, the City shall cease all collection efforts and write the debt off of the books.

805.7 **Bankruptcy.** Customers that have provided the City with documentation that a bankruptcy has been filed affecting the debt will not be referred to a collection agency, the debt will be written off, and the appropriate legal process will be followed on a case by case basis.

805.8 **Bad Check Policy.** Any account that is paid with a check that is subsequently returned by the bank (bad check) shall be treated as a non-payment. Within the above timelines, once the account is deemed delinquent, all procedures shall apply. For all returned checks, a $20.00 returned check charge shall be applied to the account in addition to the 5% monthly late penalty. Accounts will be marked for those with previous bad check history, and checks will no longer be received as an acceptable payment method.

805.9 **Municipal Court Fines**

805.9.1.1 If the judge gives a defendant time to pay a fine, a letter will be sent by Municipal Court the day after the due date if the fine has not been paid. The defendant is provided ten (10) days to pay and if no response, a Contempt of Court charge is generated, and if found in contempt of court, then a warrant for their arrest is issued. The fine can be paid without an appearance in court.

805.9.1.2 If the defendant leaves court without paying the fine (no time extension granted), and if found in Contempt of Court, then a warrant for their arrest is issued. The fine cannot be paid without an appearance in court.

805.9.1.3 In the event a fine is paid and the check is returned unpaid, the bad check charges outlined in Section B shall apply. A letter is sent giving the defendant ten (10) days to pay and if not response, and if found in Contempt of Court, then a warrant for their arrest is issued.

805.9.1.4 For warrants and contempt charges that have been purged and dismissed by the Court, the outstanding accounts receivable shall be sent immediately to Collections pursuant to the procedure outlined in Section D.
805.10  

**Collection Agency Procedure**

805.10.1.1 Upon receiving the bad debt, the collection agency shall follow established procedures as agreed upon by the City in the approved service agreement. Such efforts shall consist of not less than 3 mail efforts and a reasonable number of telephone calls.

805.10.1.2 The collection agency shall not, under any circumstances, use any threats, intimidation, or harassment of the debtor in the collection of said accounts; nor shall the collection agency violate any guidelines established by the Federal Trade Commission or Federal Communications Commission; nor shall the collection agency violate any local, state, or federal laws.

805.10.1.3 No employee of the collection agency shall represent themselves as an employee of the City, or any representative of a court of law enforcement agency.

805.10.1.4 The City shall retain the right at any time in the process to prosecute and authorize suits or litigation on all accounts. The City shall also retain the right at any time in the process to cease all collection efforts.

805.11  

**Policy Amendment.** The City Administrator will have the authority to approve amendments to this administrative policy provided notice of such changes is provided to the Council thirty (30) days prior to the effective date of said change.