



January 12, 2010

SUBJECT: REQUEST FOR PROPOSALS (RFP) F-10-11

The City of San Bernardino (City) invites Proposals from qualified vendors for:

Collection Services on Delinquent Accounts

Parties interested in obtaining a complete copy of this RFP F-10-11 may do so by accessing the City of San Bernardino Web Page at www.sbcity.org > **Request for Bids > City Finance, beginning January 12, 2010**, or by faxing their request to (909) 384-5043, attention Deborah R. Morrow. Please include the following information in your request: name and address of firm; name, telephone and facsimile number of contact person; specify RFP F-10-11.

Copies of the RFP may also be obtained by calling Deborah Morrow at (909) 384-5086, Sylvia at (909) 384-5348, or in person at City Hall, 300 N. "D" St., 4th floor Finance Department, San Bernardino, CA 92418.

Closing Date: Proposals must be submitted at or before **3:00 PM, PST, February 16, 2010**, at the address listed above.

Issuance of this RFP and/or receipt of Proposals does not commit the City to award a contract.

Sincerely,
Deborah R. Morrow, C.P.M.
Purchasing Manager

SECTION I.

INSTRUCTIONS TO OFFEROR(S)

City of San Bernardino, Finance Department
Purchasing Division

RFP F-10-11
Collection Services on Delinquent Accounts

Bid Documents to Be Returned

- ☐ Title Page
- ☐ Cover Letter / Letter of Introduction
- ☐ Project Approach
- ☐ Project Staffing
- ☐ Vendor Qualifications and Project Experience
- ☐ References
- ☐ Original Proposal ^{Vendor Form}
- ☐ Three (3) copies of Proposal ^{Vendor Form}
- ☐ Original Firm & Fixed Fee Schedule in a separate SEALED envelop ^{Vendor Form}
- ☐ Authorized Binding Signature(s)
- ☐ Proof of Insurance
- ☐ Addendum Received (City Form) ^{IV Forms}
- ☐ Non-Collusion Affidavit (City Form) ^{IV Forms}
- ☐ ~~Listing of Proposed Subcontractor (City Form)~~ ^{IV Forms}
- ☐ **90 Day Minimum Proposal Validity Statement** ^{III Additional Requirements, VI General Specifications#4}
- ☐ ~~Copy of Manufacturer's and/or dealer warranty and/or guarantee (if applicable)~~ ^{VI}
~~General Specifications #10~~
- ☐ **Copy of Contractor License or other appropriate Licenses where applicable** ^{VI}
General Specifications #35

Offeror(s) are requested to submit this checklist completed with all bid documents. This list may not be inclusive of all documents needed to submit your RFP.

I. GENERAL INSTRUCTIONS TO OFFEROR(S)

A. Pre-Proposal Meeting

Not Applicable

B. Examination of Proposal Documents

1. By submitting a proposal, the Offeror(s) represents that it has thoroughly examined and become familiar with the items required under this RFP and that it is capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any Offeror(s) for failure to accept a contract, failure to respond to two (2) consecutive RFPs and/or unsatisfactory performance. Please note that a "No Proposal" is considered a response.

C. Addenda

Any City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Purchase Order. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

For automatic electronic notifications, please visit our website and sign-up for e-Notify.

D. Clarifications

1. Examination of Documents

Should an Offeror(s) require clarifications of this RFP, the Offeror(s) shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter which will be sent to all persons who have requested the RFP.

2. Submitting Requests

- a. All questions, clarifications or comments shall be put in writing and must be received by the City no later than **January 26, 2010** and be addressed as follows:

City of San Bernardino
300 North "D" Street

4th floor, Attn: Deborah R. Morrow
San Bernardino, CA 92418

- b. The exterior envelope or email Subject line of all requests for clarifications, questions and comments must be clearly labeled, **"Not an Offer."** The City is not responsible for failure to respond to a request that has not been labeled as such.

The City will also accept questions sent by facsimile machines or email, however, all faxed or emailed questions must be received by the City no later than 5:00 PM, PST, February 2, 2010. Send facsimile transmissions to (909) 384-5043, attention Deborah R. Morrow, and emails to morrow_de@sbcity.org.

- c. Inquiries received after 5:00 PM January 26, 2010 will not be accepted.

3. City Responses

Responses from the City will be communicated in writing to all recipients of this RFP, by a posting to our website, www.sbcity.org by the close of business **February 2, 2010**.

For automatic electronic notifications, please visit our Homepage and register for e-Notify. If you are not registered for e-Notify, you may view or download the Addendum at www.sbcity.org > Request for Bids > City Finance – Purchasing.

E. Submission of Proposals

1. Date and Time

All Proposals are to be submitted to City of San Bernardino, Attention: Deborah Morrow. Proposals received after **3:00 PM PST, February 16, 2010**, will be rejected by the City as non-responsive.

2. Address

Proposals shall be addressed as follows:

**City of San Bernardino
Finance Department
300 N. "D" Street, 4th floor
San Bernardino, CA 92418.**

Proposals may be delivered in person to the Purchasing Division, 4th floor of the above address.

3. **Identification of Proposals**

Offeror(s) shall submit a **SEALED** proposal package consisting of:

- a) one (1) signed original of Offeror Proposal and
- b) **three (3) copies also**
- c) one (1) original "Fee Schedule" in a separate **SEALED** envelope, identified as "Fee Schedule RFP F-10-11."

The proposal package shall be addressed as shown above, bearing the Offeror(s) name and address and clearly marked as follows:

**"RFP F-10-11:
Collection Services of Delinquent Accounts**

4. **Acceptance of Proposals**

- a. The City reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Offeror(s) responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.
- d. Faxed or emailed proposals will not be accepted.

F. **Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by the Offeror(s) in:

- 1. preparing its proposal in response to this RFP;
- 2. submitting that proposal to City;
- 3. negotiating with City any matter related to this proposal; or
- 4. any other expenses incurred by the Offeror(s) prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror(s) in the preparation of its proposal. Offeror(s) shall not include any such expenses as part of its proposal.

G. Contract Award

Issuance of this RFP and receipt of Proposals does not commit the City to award a Purchase Order. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all Proposals received in response to this RFP, and to negotiate with other than the selected Offeror(s) should negotiations with the selected Offeror(s) be terminated. **The City also reserves the right to apportion the award among two or more OFFEROR(S).**

A signed Vendor (Contractor) / Consultant Service Agreement (VSA/CSA), along with a pre-performance meeting, outlining additional terms and conditions relating to performance, warranty, materials, goods, services, or other items as deemed necessary by the City, may be required prior to the commencement of the job.

H. Acceptance of Order

The successful Offeror(s) will be required to accept a Purchase Order in accordance with and including as a part thereof the published Request for Proposals, and the RFP documents including all requirements, conditions and specifications contained therein, with no exceptions other than those specifically listed in the written purchase order.

I. Business License

The City's Business Ordinance requires that a Business doing business with the City, obtain and maintain a valid City Business Registration Certificate during the terms of the Agreement. Bidder agrees to obtain such Certificate prior to undertaking any work under this Agreement.

J. Local Vendor Preference

The City of San Bernardino gives any formal or informal bid submitted by a local bidder a one percent (1%) credit for goods and materials, where labor and/or installation is incidental; and a five percent (5%) credit on Contractual services, for comparison purposes with other bidders, as authorized in the San Bernardino Municipal Code Section 3.04.125, and Executive Order 2003-1, respectively.

For the purposes of this section, "local bidders" shall be bidders for which the point of sale of the goods, materials, or services shall be within the City limits of San Bernardino.

SECTION II.
SCOPE OF WORK

II. SCOPE OF WORK FOR COLLECTION SERVICES

Introduction

To effectively achieve acceptable collection rates, the City of San Bernardino (City) intends to outsource its collection service on delinquent accounts by entering into a contract with a qualified firm that can demonstrate competency and experience in providing collection services. The City seeks an experienced and effective contractor that minimizes City costs, maximizes the use of available technology, provides excellent service, and performs thorough and complete collections services.

The delinquent accounts submitted for collections may include, but are not limited to, these types of revenues: residential and commercial trash services, false alarm fees, emergency medical services, Animal Control citations, delinquent and lost library books, transient occupancy taxes, and any other customer accounts.

General Requirements

Requirements in the collection of delinquent accounts are that the contractor must have adequate personnel and equipment to process all customer accounts presented. The contractor must also abide by the Federal Fair Debt Collection Practice Act and the California Debt Collection Practice Act, along with any other relevant federal, state, or local laws. Contractor shall be HIPPA (Health Insurance and Portability and Accountability Act of 1996) compliant and maintain compliance throughout the term of the contract.

Contractor shall report all uncollectible accounts to the major credit bureaus. Reporting must be done in accordance with all federal, state and locals laws. Contractor shall not report accounts to the credit bureaus until the contractor has worked the account for 45 days. At the request of the City, the contractor shall remove an account notification from all the affected bureaus and provide a copy of that notification to the City.

Contractor shall make contacts with delinquent accounts under the name of the contractor and not the City.

Contractor shall meet periodically with the Director of Finance, or designated staff, to discuss all services. The contractor shall provide recommendations on how the City can reduce future bad debt, and also provide updates to the City on changes in applicable laws related to credit and collections.

At the onset of the contract, the contractor will be presented with delinquent accounts that the Finance Department deems appropriate to submit to collections. Thereafter, delinquent accounts will be submitted to collections monthly at the discretion of the Finance Department. The Finance Department

will provide the contractor with all customer information via electronic file format or paper format. Information provided will be: the type of revenue, customer's name, service address (if applicable), last known mailing address, disconnected date (if applicable), invoice amount(s), last payment date, and total amount owed. Additional information, which may be included if available, is telephone number, social security number and driver's license number. The City also makes no guarantee about the number of customers who will pay.

The contractor should make customer satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with customers when performing collection services. If the City determines the contractor is not interacting in a positive and polite manner with customers, the contractor shall take all remedial steps to conform to the standards set by this contract, or may be subject to termination for breach of contract.

The City may withdraw any accounts without any charge or penalty.

Payment/Settlement Plans

The contractor shall instruct customers to submit payments to the contractor and not to the City.

The contractor must be capable of accepting and processing credit card payments and electronic payments from customers.

The contractor may enter into installment agreements with customers for any period less than one year without the consent of the City. Any time payment agreement extending beyond one year from the date of initiation of installment plan must be agreed upon in writing between the contractor and the Director of Finance prior to presentation to customer. All installment agreements must comply with federal, state, and local laws.

Any compromise settlement of principal or charges must be agreed upon in writing between the contractor and the Director of Finance prior to presentation to customer.

Remittance to City

The contractor shall collect and deposit payments from customers and on no less than a monthly basis submit a check to the City for all monies collected, less collection fees, along with a Management Report.

Management Report Requirements

1. By the 10th of each month, the contractor will forward a report to the Finance Department, in electronic format, detailing the accounts paid and

the fees charged. The monthly report shall include the information listed below.

- a. The type of revenue.
- b. The City's account number.
- c. The name of the customer.
- d. The original amount owed.
- e. The date(s) of payment.
- f. The amount paid within the prior month.
- g. Uncollectible accounts should be broken out on the report by reason (e.g. bankruptcy, incarceration, death, public assistance recipient, etc.)
- h. If there was a change in name, identify the original name submitted by the City.
- i. A grand total dollar amount submitted, collected, and amount outstanding.
- j. A grand total percentage collected annually and within the prior month.

2. By July 31, the contractor shall also submit a fiscal year annual report covering the period from July 1 to June 30.

Subcontractors and Litigation Service Requirements

Contractor *shall not* assign or subcontract any portion of this agreement or transfer or assign any claim, pursuant to this contract, without the written consent of the Director of Finance.

No legal actions shall be taken by the contractor without express written consent of the Director of Finance.

Document Retention and Confidentiality

The contractor will become the holder of and have access to confidential information and will comply fully with the laws relating to confidentiality. The contractor agrees that it will keep such information confidential and shall guarantee the security and safety of all files, documents, and information provided by the City, and those generated by the contractor, except as to disclosure required by federal, state, and local laws.

The contractor shall maintain complete records of each account referred by the City, including all correspondence, documents, account records, transactions and a detailed log of all collection efforts of actions. These records shall be retained for a minimum of three years after termination of collection actions on each account.

The contractor shall also maintain a disaster recovery plan to protect the City's receivables and the confidentiality of the information contained therein.

In accordance with applicable law, the contractor must have an identity theft prevention program in place.

Cost of Service

The contractor shall be solely responsible for any and all costs incurred in and associated with the collection of debts referred to it by the City.

Ownership of Information

Ownership of all data, material, proposals, and documentation (including work papers) originated and prepared for the City pursuant to this contract shall belong exclusively to the City and is to be used only for the collection of City debt.

Appropriate Records

The contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the performance of all services provided to the City. All records so maintained shall be in accordance with generally accepted accounting principles. The contractor shall maintain for all accounts appropriate ledger records that reflect the original balance, additional charges, adjustments, collections, commissions and all payments received in order to settle disputes that arise from the collection activities and to provide a clear audit trail for the City.

The City and/or its authorized representatives shall have the right to access all records that pertain to work performed under this contract. This includes the City's right to access financial and accounting records that support the contractor's billing for services provided at any time during the contract period and for three (3) years from the expiration date and final payment of said contract. All records of the contractor relating to this contract shall be retained for five (5) years following the date of final payment under this contract. Nothing in this contract shall be construed to permit or authorize the contractor to destroy or eliminate documents, records or files in violation of any statute or rule governing the contractor's retention of records.

Auditing

To ensure that proper procedures are used to collect the City's outstanding delinquent accounts, together with the appropriate penalties and miscellaneous fees, the City reserves the right to complete an annual audit by an independent certified public accountant, which shall be provided and paid for by the City. Further, the related records of the contractor may be reviewed or audited by the City's internal personnel. These records will be made available during normal business hours.

Cost of Services (Fee Schedule)

Any interested contractor should include, with any submitted proposal, a final bid (Firm & Fixed Fee Schedule) for performance of the above requested services.

Contractor Compensation

The contract entered into between City and the contractor shall be for a three (3) year term. The contract may be extended for up to two (2) additional one (1) year periods at the option of the City. Either the City or contractor may terminate this agreement upon 30 days written notice for any reason whatsoever. Notices of termination from the contractor shall be in writing and shall be either personally delivered to the Director of Finance at 300 N. "D" Street, 4th Floor, San Bernardino, California 92401, or mailed by certified mail, return receipt requested.

SECTION III.

BID CONTENT AND FORMS

Contractor to enclose pages 16 & 17 (Annual Purchase Order) along with signed and dated Firm & Fixed "Fee Schedule" (in a separate SEALED envelope.) See Section I. E.3.c.

ANNUAL PURCHASE ORDER

Effective on or about March 1, 2010 through June 30, 2010, and for an initial three (3) year term from July 1, 2010 through June 30, 2013. The contract may be extended for up to two (2) additional one (1) year periods at the City's discretion for City requirements.

Option year one if exercised, shall be effective July 1, 2013 through June 30, 2014.

Option year two if exercised, shall be effective July 1, 2014 through June 30, 2015.

Actual option year pricing shall be negotiated with the successful Bidder(s) prior to exercising of any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

Are there any other additional or incidental costs that will be required by your firm in order to meet the requirements of the Proposal Specifications? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs:

Please indicate any elements of the Proposal Specifications that cannot be met by your firm. _____

Have you included in your proposal all informational items and forms as requested? Yes / No (circle one). If you answered "No", please explain:

This offer shall remain firm for **90** days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Cash discount allowable _____ % _____ days; unless otherwise stated, payment terms are: Net thirty (30) days.

NON - COLLUSION AFFIDAVIT

TO: THE COMMON COUNCIL, CITY OF SAN BERNARDINO

In accordance with Title 23, United States Code, Section 112, the undersigned hereby states, under penalty of perjury:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive proposal in connection with RFP F-10-11.

Business Name_____

Business Address_____

Signature of Offeror(s) X_____

Place of Residence

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public in and for the County of _____, State of California.

My commission expires _____, 20__.

SECTION IV.
GENERAL EVALUATION CRITERIA

VI. GENERAL EVALUATION CRITERIA

A. EVALUATION CRITERIA

1. Capabilities of Firm to Effectively Complete the Project Requirements - 35%

Depth of Offeror(s)'s understanding of, and ability to manage, City's requirements; ability to meet task deadlines; utility of suggested enhancements or technical innovations.

2. Qualifications of Firm/Related Experience - 45%

Experience in providing services similar to those requested herein; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; qualifications of project staff; key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment.

3. Reasonableness of Cost and Price - 10%

Reasonableness of the individual firm-fixed prices and competitiveness of quoted prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.

4. Completeness of Response - 5%

Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements which the Offeror(s) cannot or will not accommodate; other relevant factors not considered elsewhere.

5. Local Vendor Preference - 5%

As approved in Executive Order 2003-01--Offeror(s)'s which possess a fixed office or distribution point with at least one owner or employee located within the City of San Bernardino, and possessing all valid and current permits, and licenses required to transact such business, including, but not limited to a City Business Registration Certificate shall receive a five percent (5%) preference. [Unless contrary to Federal, State or Local Law (such as contracts for the construction of public works projects), or unless contrary to the requirements mandated by the funding source for such contractual services (such as the Federal Government or other source which requires award to the lowest responsible Offeror(s.)

B. EVALUATION PROCEDURE

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. Additional sub-criteria beyond those listed may be considered by the evaluators in applying the major criteria to the proposals. During the evaluation period, the City may require an on-site visit and/or tour of the Offeror(s)'s place of business. OFFEROR(S) should be aware; however, that award may be made without vendor visits, interviews, or further discussions.

C. AWARD

Depending on the dollar amounts of the offers received, City staff will either select the vendor best meeting the above-specified criteria or submit to City Council, for consideration and selection, the offer(s) judged by staff to be the most competitive.

The City reserves the right to withdraw this RFP at any time without prior notice and, furthermore, makes no representations that any contract(s) will be awarded to any OFFEROR(S) responding to this RFP. The City expressly reserves the right to postpone proposal opening for its own convenience, to waive any informality or irregularity in the proposals received, and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection.

The City also reserves the right to award its total requirement among two or more OFFEROR(S) as City staff may deem to be in its best Interests. In addition, negotiations may or may not be conducted with OFFEROR(S); therefore, the proposal submitted should contain the OFFEROR(S) most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror(s).

D. TIE PROPOSALS

If the final evaluation scores (after applying the local preference allowance) result in a tie score, then the recommendation for award will be given to the local vendor.

E. NOTIFICATION OF AWARD

OFFEROR(S) who submit a proposal in response to this RFP shall be notified regarding the firm(s) who was awarded the agreement. Such notification shall be made within a reasonable time after the date the agreement is awarded.

SECTION V.
GENERAL SPECIFICATIONS

V. GENERAL SPECIFICATIONS

1. Each proposal shall be in accordance with **Request for Quotes (RFP) Number RFP F-10-11**. All specifications are minimum. Offeror(s) are expected to meet or exceed these specifications as written. Offeror(s) shall attach to their proposal a complete detailed itemization and explanation for each and every deviation or variation from the RFP specifications and requirements. Conditional Proposals, or those that take exception to the RFP specifications and requirements, may be considered non-responsive and may be rejected.
2. The City reserves the right to accept or reject any and all Proposals and to award a contract to the Offeror(s) whom best meets the City's requirements. This may include waiver of minor irregularities or discrepancies, or nonconformity to specifications in appropriate circumstances. Purchase shall be on a best buy basis after due consideration of all relevant factors, including but not limited to, workmanship, accessibility of parts and service, known evidence of manufacturer's responsibility and record, durability and known operational record of product and suitability as well as conformity to City needs and requirements. In all cases the best interest of the City shall prevail in all contract awards.
3. The City of San Bernardino reserves the right to purchase more or less than the quantities specified at unit prices proposal.
4. Proposals shall be firm offers, subject to acceptance or rejection within **90** days minimum of the opening thereof.
5. Regular dealer. No Offeror(s) shall be acceptable who is not a reputable manufacturer or dealer of such items as submitted for proposal consideration.
6. All materials, workmanship and finish entering into the construction of the equipment must be of the best of these respective kinds and must conform to the character of the equipment and the service for which it is intended to be used and shall be produced by use of the current manufacturing processes. "Seconds", factory rejects, and substandard goods are not acceptable.
7. Each Offeror(s) shall submit with their proposal a copy of the proposed product specifications, complete detailed drawings, and other descriptive matter in sufficient detail to clearly describe the equipment, materials and parts offered.
8. Manufacturer and/or Contractor shall defend any and all suits and assume all liability for any and all claims made against the City of San Bernardino, or any of its officials or agents for the use of any patented process, device or article forming a part of equipment or any item furnished under the contract.
9. Each Offeror(s) must state in their proposal the guaranteed delivery date of product and/or services in number of calendar days from the date of contract execution by the City of San Bernardino, time is of the essence relative to this contract. Contractor shall prosecute the work continuously and diligently and shall deliver the items at the earliest possible date following the award of the contract.

10. Each Offeror(s) shall list in their proposal all factory, manufacturer's and/or dealer's warranty and/or guarantee coverage and shall submit such written documents evidencing the same attached to the proposal.
11. Successful Offeror(s) (Contractor) shall furnish and deliver to the City complete equipment as proposed and awarded, ready for installation and fully equipped as detailed in these specifications.
12. Price shall be quoted F.O.B. San Bernardino (all transportation charges shall be fully prepaid), and shall include all discounts. Proposal shall include California sales tax, where applicable, computed at the rate of **(effective April 1, 2009)** computed at the rate of **9%**, this will normally be shown as a separate line item on the price form.
13. City shall make payment within thirty (30) days after the complete delivery and acceptance of the specified items by the City of San Bernardino and receipt of the Contractor's priced invoice.
14. All "standard equipment" is included in any proposal. OFFEROR(S) furnishing Proposals under these specifications shall supply all items advertised as "standard" equipment even if such items are not stipulated in the specifications, unless otherwise clearly excepted in the proposal.
15. The items which the Offeror(s) proposes to furnish the City must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal Government and the State of California, whether such safety features and/or items have been specifically outlined in these specifications or not.
16. Contractor delivering equipment pursuant to this RFP specifications shall guarantee that equipment meets specifications as set forth herein. If it is found that equipment delivered does not meet requirements of these specifications the Contractor shall be required to correct the same at their own expense.
17. By submitting a proposal, each Offeror(s) agrees that in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the City, and that it is, and will be impractical and extremely difficult to, ascertain the actual damage which the City will sustain in the event of and by reason of such delay.
18. In case the delivery of the items under this contract is delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, the time for delivery may be extended (in the City's sole discretion) by a number of days to be determined in each instance by mutual written agreement between the Contractor and the Purchasing Division of the City of San Bernardino. The City shall not unreasonably refuse such extension.
19. Contract. Each proposal shall be submitted and received with the understanding that acceptance by the City of San Bernardino of proposal in response to this solicitation shall constitute a contract between the Contractor and the City. This shall bind the Contractor to furnish and deliver at the prices proposed and in complete accordance with all provisions of **RFP F-10-11**. In

most cases the basis of award will be the City's standard purchase order that may or may not incorporate this solicitation by reference.

20. Prohibited interest. No member, officer, or employee of the City or of any agency of the City during his tenure or for one year thereafter shall have any interest, direct or indirect in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4(commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.
21. One Document. These specifications, the Request for Proposal, RFP F-10-11, the Contractor's proposal, any written agreement executed by the parties, the purchase order and all documents referred to in the complete specifications and purchase order, and all written modifications of said documents shall be construed together as one document. Anything called for in any one of said documents shall be deemed to be required equally as if called for in all. Anything necessary to complete the work properly shall be performed by the contractor, whether specifically set out in the contract or not. All sections of the specifications shall be read as constituting a whole and not as an aggregation of individual parts, and whatever is specified in one section shall be construed as applying to all sections.
22. The City of San Bernardino reserves the right to accept or reject any and all Proposals.
23. Prompt payment. Each Offeror(s) may stipulate in their proposal a percentage prompt payment discount to be taken by the City in the event the City makes payment to the Contractor within ten (10) working days of receipt of material and approval of invoice. For the purpose of this provision, payment is deemed to be made on the date of mailing of the City check. **NOTE: prompt payment discounts will only be used during proposal evaluation in the case of ties.**
24. Inquiries. Direct all inquiries to Deborah Morrow at 909-384-5086. Technical questions may be sent via fax to 909-384-5043, or email: morrow_de@sbcity.org. The answers to material questions will be provided in writing by Addendum(s) to all potential Offeror(s) by a posting to the City's website.
25. Proposal/Fee Schedules. No proposal will be acceptable unless fees/prices are submitted on the pricing forms furnished by the contractor ~~herein~~, and all required forms are completed and included with proposal. Deliver all Proposals, SIGNED and SEALED, to the Purchasing Division, Finance Department at 300 North "D" Street, 4th Floor, City Hall, San Bernardino, California 92418. **CLEARLY MARK THE RFP SPECIFICATION TITLE:**

**Collection Services of Delinquent Accounts and NUMBER RFP F-10-11
ON THE OUTSIDE OF THE ENVELOPE.**

26. **Time.** All Proposals must be received in the Purchasing Division no later than **3:00 PM, PST, FEBRUARY 16, 2010**, where at such time and said place Proposals will be publicly opened, examined and declared. Any proposal may be withdrawn by Offeror(s) prior to the above scheduled time for the opening of Proposals. Any proposal received after that time and date specified shall **NOT** be considered.
27. The City of San Bernardino reserves the right at its own discretion to award separate contracts for each category, or to award multiple contracts, or to award one contract for furnishing and delivering of all equipment and/or services in all categories.
28. **Equipment.** In the purchase of equipment, Contractor shall be required to furnish one (1) OPERATORS MANUAL and one (1) PARTS MANUAL for all equipment proposal.
29. In submitting a proposal to a public purchasing body, the Offeror(s) offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Offeror(s) for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Offeror(s).
30. Contractor shall indemnify, defend and hold City, its officers, employees and agents harmless from any claim, demand, liability, suit, judgment or expense (including, without limitation, reasonable costs of defense) arising out of or related to Contractor's performance of this agreement, except that such duty to indemnify, defend and hold harmless shall not apply where injury to person or property is caused by City's willful misconduct or sole negligence. The costs, salary and expenses of the City Attorney and members of his office in enforcing this Agreement on behalf of the City shall be considered as "attorney's fees" for the purposes of this paragraph.
31. While not restricting or limiting the foregoing, during the term of this Agreement, Contractor shall maintain in effect policies of comprehensive public, general, and automobile liability insurance, in the amount of \$1,000,000 combined single limit, and statutory worker's compensation coverage, and shall file copies of said policies with the City's Risk Division prior to undertaking any work under this Agreement. The policies shall name the City as an additional insured and shall provide for ten- (10) day notification to the City if said policies are terminated or materially altered.
32. ~~FAITHFUL PERFORMANCE BOND. **Not required.** The Contractor will be required to furnish a cashier's check, certified check or faithful performance bond made payable to the City of San Bernardino in an amount equal to 100% of the proposal price to insure the contractor's faithful performance of this contract. Said surety shall be subject to the approval of the City of San~~

~~Bernardino, bonds shall be in accordance with Ordinance No. 821, Section 2400, and the corporation issuing said bond shall have a rating in Best's most recent insurance guide of "A" or better.~~

33. Written contract documents, duly authorized and signed by the appropriate authority, constitute the complete and entire agreement(s) that may result from the RFP.
34. City may, at its discretion, exercise option year renewals for up to 2 years, in one-year increments.
35. By submitting a proposal, Offeror(s) warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFP are currently held by Offeror(s), and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in Offeror(s)'s response.
Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.
36. Once the award has been made and prior to the commencement of the job, the City's Municipal Code (M.C. 5.04.005) requires that a Business doing business with the City, obtain and maintain a valid City Business Registration Certificate during the term of the Agreement.
37. Vendor (Contractor)/ Consultant services agreement(s) (VSA/CSA). A signed vendor/Consultant service agreement may be required between both parties prior to commencement of the job.

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