

REQUEST FOR PROPOSALS (RFP)
FOR
COLLECTION SERVICES

As Requested by

THE CITY OF RIO RANCHO, NEW MEXICO



RFP No. 09-FS-08

RFP SUBMITTAL DUE DATE: June 1, 2009

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1. INTRODUCTION; BACKGROUND

The purpose of this RFP is to solicit proposals from professional collection service agencies, hereinafter referred to as "Contractor," to provide Collection Enforcement services under contract with the City of Rio Rancho, hereinafter referred to as "City," to facilitate payments on delinquent accounts owed to the City.

2. PROPOSALS REQUIREMENTS AND SUBMISSION INSTRUCTIONS TO OFFERORS

- 2.1 Due Date.** Proposal due date: June 1, 2009, at 2:00 p.m. local time. Proposals for the project will be received by the City Clerk's Office, City of Rio Rancho, City Hall, 3200 Civic Center Circle, Rio Rancho, New Mexico 87144.
- 2.2 Number of Copies.** Submit 1 Original and 5 copies of your proposal in a sealed envelope or container.
- 2.3 Sealed package.** Technical Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

**RFP Title:
Collection Services
RFP 09-FS-08**

- 2.4 Point of Contact.** This Request for Proposals (RFP) is issued by the City of Rio Rancho, Department of Financial Services, which is the sole point of contact during the procurement process. Communications initiated by respondents to this RFP (the "Offeror") with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

City of Rio Rancho
Department of Financial Services
Attention: Steve Ruger, Contracts Administrator
3200 Civic Center Circle NE
Rio Rancho, New Mexico 87144
(505) 896-8763
sruger@ci.rio-rancho.nm.us

3. TERM/CONTRACT

The proposed contract shall have a four (4) year primary term.

4. SCOPE OF WORK

4.1 Collection Efforts

The City is customer service oriented and respects all its citizens. The City firmly believes in a positive approach in dealing with debtors. The Contractor shall not use tactics which may be interpreted as harassment or as demeaning or which may reflect poorly on the City's efforts. The City will review and disallow any collection enforcement procedures not consistent with the City's desires. However, this shall not be construed as the City making a judgment on the

legality of methods employed by the Contractor. The City requires the collection Contractor to exercise high ethical standards in their collection philosophy and techniques. The Contractor shall conduct its collection business in a professional manner, which will preserve the dignity of the City and its relationship with its citizens. The City of Rio Rancho requires the Contractor to maintain a local office within the State of New Mexico and local primary contact. The Contractor shall assign a specific point of contact for communications between the City and the Contractor.

The collection Contractor shall exercise its best, prudent and lawful efforts to secure collections on all accounts referred by the City. All collection activities shall be in compliance with all Federal and New Mexico State laws, and any applicable laws the City may enact. The Contractor shall not initiate any legal action against debtors without the prior written consent of the City Attorney's Office.

4.2 Description of Accounts

The following provides a description of the type of accounts presently being referred for collection services.

This is not a complete and exhaustive list and the City may refer other accounts deemed necessary for collection services.

- Public Safety – False alarm billings.
- Ambulance Billing (EMS Services)
- Water and Wastewater Services – past due billings
- Public Works (other division) – road services, misc. services and risk management for damages.
- Special Assessment District billings
- Fire and Police Service billings
- Rental Agreements
- Motor Vehicle Services

4.3 Records

The Contractor shall maintain a complete, separate and detailed record of each account (using the City's account numbers), including all collection actions taken for related transactions, and communications, for a period of no less than six years after termination of collection action on each account. Inspections by the City, or its authorized representative, of these records during reasonable business hours shall be granted by the Contractor up to six years after the termination of the contract for services.

The Contractor shall employ a Certified Public Accounting firm to perform an annual financial audit of the Contractor. A copy of the audit report and any information, e.g., the management letter or auditor comments, relevant to the Contractor's fiscal/management practices affecting or having the potential to affect the performance of services described in this RFP and resulting contract, shall be forwarded to the City Financial Services Department, on an annual basis for each year or part thereof covered by the contract for services no later than the following June (or within six months of the Contractor's fiscal year end).

4.4 Performance Indicators (PI)

The Contractor shall forward to the City performance indicators that reflect all collection activity and statistics that support a recovery rate percentage to be agreed upon. Performance

indicators shall be presented by account type. The Performance Indicators shall also include a comparison of account activity and recovery rates for similar governmental clients.

4.5 Confidentiality

The Contractor shall maintain confidentiality of all documents and information provided to the Contractor by the City pursuant to this agreement, except as to disclosure required by State and Federal laws and regulations.

4.6 Nature of Referral

The Contractor shall not have full rights to the accounts and shall only be able to pursue collections on behalf of the City.

The City will make every effort to provide all pertinent information to the Contractor through the account referral data.

The City shall provide copies of documentation as required by the Contractor to respond to debtors' requests. The Contractor acknowledges the staff support difficulties of the City and agrees to facilitate a procedure, which accommodates the City's schedule.

For the City accounts, which are centrally administered by the Financial Services Department, the City provides referrals either manually and/or by Electronic Data Transfer.

4.7 Account Referral, Cancellation, Withdrawal, Suspension, & Adjustment

4.7.1 Account Referral:

The City will transfer updated information on a monthly basis via written documentation or electronic transfer. The City will not refer delinquent accounts until they have exceeded the \$5.00 minimum.

The amount listed for collection will reflect the past due balance and applicable interest penalties. Each account shall have demographic information, including but not limited to name, address, residence and business phone, DOB and Client Reference Number.

The Contractor shall generate a Notice-of Default for each new case listed, with language notifying the debtor that on-going monthly delinquencies shall continue to be transferred from the City to the Contractor. New monthly delinquencies will transfer to the Contractor and be matched to the existing case on a monthly basis. No other debtor notice shall be necessary for monthly balance updates.

Payment arrangements will be for the past due balance in full or a minimum payment of \$75.00. The Contractor may not set payment arrangements as less than the minimum established by the City. Failure to keep payment arrangements may result in garnishment or wage assignment, if assets are located, once the entire balance of the delinquent account has been referred.

4.7.2 Uncollected, Cancelled, or Withdrawn Accounts:

The Contractor shall return accounts as uncollectible either at the request of the City or when collection authority expires.

All accounts that have no activity shall be returned to the City within twelve (12) months after being assigned to the Contractor. With the consent of the City's referring department, an account may remain with the Contractor after twelve (12) months. An account for which a repayment schedule has been established and payments are being received regularly shall remain with the Contractor until the account is paid in full or until a default in the payment schedule occurs. The collection period may be extended if legal action has been commenced or for other reasons mutually agreed upon in writing by the Contractor and the City.

Once accounts are cancelled and returned to the City, the Contractor is not entitled to any money. The Contractor may collect on the account if given specific permission from the City.

In the event an account is deemed uncollectable by the contractor within sixty days of the assignment, it shall be returned to the agency together with an explanation of why it is uncollectable.

Any or all of the accounts assigned to the Contractor may be withdrawn / cancelled by the City at any time, upon written, email, or telephonic notification. However, for accounts withdrawn that have been with the Contractor less than six (6) months, any payment received by either the Contractor or the City for such accounts, within thirty (30) days after the date of notification of withdrawal, shall be subject to the collection fee.

4.7.3 Suspension:

The Contractor will remove and or suspend any collection action within one (1) business day of receipt in writing from the City. Acceptable forms of communication include, but are not limited to letters, facsimile documents, and email contact. Accounts suspended over one (1) month will be returned to the City. Accounts in legal processing are not to be removed from collections unless a detailed explanation by the Contractor is submitted to the City for approval (for audit purposes).

The Contractor may remove or suspend an account with approval by the City with sufficient documentation provided to support a request for write off.

4.7.4 Adjustments:

Accounts balances assigned by the City cannot be adjusted.

4.8 Payments and Offsets

4.8.1 Collection Fee

A collection fee will be assessed to each account referred at a rate proposed by the bidding Contractor.

Any payment received directly by the City within ten (10) days after referral to Contractor will not be subject to the collection fee.

All other payments received directly by the City for accounts assigned to the Contractor shall be subject to the collection fee and the City shall notify the Contractor within thirty (30) days of receipt of such payment to be credited to the assigned account.

The Contractor will hold payments received in the form of personal or business checks within the State of New Mexico for 14 business days as guarantee of sufficient funds prior to crediting

the City. (21 business days for out of state checks). Credit card payments may take up to 48 hours to process. Every week the Contractor provides the City with a statement of all payments received the prior week.

4.8.2 NSF Check Collection:

Contractor is authorized to assess the legal handling fee authorized by the state laws of the State of New Mexico. If a debt is collected after fifteen (15) days from notice of dishonor, in addition to the agreed upon reasonable handling fee, the Contractor is authorized to add the cost of the collection, which will not exceed forty dollars or the face amount of the check, whichever is less.

A reasonable handling fee will be determined by the contract administrator and will only be changed at time of contract extension at the contract administrator's option. Handling fee will be a conservative reflection of the typical handling fee in the marketplace. The handling fee will not exceed \$30.00.

The Contractor agrees to suspend action, either temporarily or permanently, on any NSF account upon notification of a request from the City to suspend action. Accounts suspended over three (3) months will be returned to the City.

NSF checks referred will not generally be returned to the City unless specifically requested. However, after a minimum of six (6) months, the City may ask for NSF accounts to be returned. If special circumstances exist, the City may ask for individual NSF accounts to be returned earlier.

4.8.3 Contractor Fees/Costs:

For all accounts referred by the City, unless otherwise instructed by the City, the Contractor fee shall be added by the Contractor to the principal amount of the debt, collected by the Contractor from the debtor, and deducted by the Contractor prior to remitting the principal amount to the City, as presently authorized by state law.

Should there be changes in the laws or City policies, which prescribe/allow a different method for recovering collection Contractor fees, the Contractor shall modify its methods accordingly, upon instruction from the City.

4.8.4 Interest:

Contractor shall monitor all accounts and at least monthly, calculate interest owed to the date of recalculation. Contractor shall charge interest on accounts in compliance with governing laws and regulations specific to an agency or account class.

4.9 Remittance

The Contractor shall remit by check or electronic transfer collections made on all department accounts, on a weekly basis, on the first business day of the following week to the City.

On all accounts for payments received from debtors in the form of personal or business check within the State of New Mexico, the Contractor may hold same for 14 working days as a guarantee of sufficient funds, prior to crediting the City (21 days for out of state checks). However, upon presentation of proof by the debtor to the collection Contractor or to the City that the check has cleared the bank, the Contractor shall be required to remit the held funds to

the City immediately. The Contractor will receive direction for said transfers from the City.

In the event that the Contractor receives payment from a debtor who owes money to other parties not related to the City, the Contractor shall pay the City first, unless specifically directed otherwise by the debtor.

4.10 Time Payments

The City requires the Contractor to allow for time payment agreements in its collection procedures and place this statement on all collection notices. The substance of these policies must meet the City's standards and approval as far as scope and time frame.

The minimum time payment may be arranged in the amount of \$75.00 or more provided the debtor provides the Contractor with good cause, and is agreed upon by the City. Such request by debtor must be in writing. Payment plans can be arranged with a monthly minimum payment of \$75.00 due on an agreed upon date: the payment plans should not extend past three months. Debtor's refusal to provide information requested by the Contractor shall be put in the account memos and made available to the Contractor and City.

4.11 Disputed Accounts

The Contractor shall accept and process all written disputes in compliance with all Federal and State Statutes, and City policy. The City will work with the Contractor to validate the debt. A Proposer's response shall include the Contractor's description of their dispute resolution process.

The City requires that twenty-four (24) hours after an account is entered into the Contractor's database, a validation notice will be sent to the debtor. Unless the Contractor is notified (in writing) within 30 days after receipt or mailing date of the notice that the claim is being disputed, it will assume the debt is valid and pursue active collections.

If disputed and the debtor does not respond to any communications regarding their claimed dispute for 30 days, and payment is not received within the same 30 days, the account will be reported to all credit bureaus.

In total, the Contractor will work a disputed account for (60) sixty days prior to reporting it to all credit bureaus.

4.12 System Capabilities/Reporting

The Financial Services Department is the City operation responsible for centrally administering the City's Collections. The Contractor shall direct all written communications and reports to the Financial Services Department.

The Contractor shall utilize a comprehensive computerized system to manage and account for actions taken on the accounts referred by the City. The Contractor shall have the computer capability to support automated account referrals (e.g. Excel extracts), and shall also have the capability to report on the current status of these referred accounts.

The Contractor, at its own expense, shall provide the City computer equipment and/or a communication link with the Contractor's computer system to allow immediate on-line inquiry on the current status of accounts referred. The Contractor, at its own expense, will also be responsible for meeting the City's changing needs, to take advantage of future enhancements, or for technological improvements.

4.13 Reporting

The Contractor shall have a comprehensive computerized system to report account status, collection statistics and other information as required by the City on a daily, weekly, monthly, quarterly and annual basis and additional reports that may be required by the City. The Contractor shall maintain confidentiality of all documents and information provided to the Contractor by the City pursuant to this agreement, except as to disclosure required by State and Federal Laws and regulations. The Contractor shall be flexible in accommodating program changes as required by the City.

4.14 Reporting to Credit Bureau – Disputed Accounts

The Contractor shall work the account for (60) sixty days prior to reporting all uncollected accounts to the major credit bureau(s). Such reporting must be in accordance with all applicable Federal and New Mexico State laws, including, but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, Regulation Z and the Consumer Credit Protection Act, as now in effect or hereafter amended. In addition, at the request of the City, the Contractor is required to remove notification from all affected bureaus and provide a copy of that information to the City on any particular account.

In accordance with the Fair Credit Reporting Act, the City requires that accounts be canceled with each credit bureau upon request of the City.

4.15 Personnel

The City is committed to ensure proper handling of all accounts and dealings with its customers, and therefore, will play an active role in the collection enforcement process.

In performing the scope of services, the Contractor shall utilize properly trained staff and adequate facilities capable of properly and expeditiously pursuing all City accounts referred.

4.16 Subcontractors

The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the City. Said consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any assignment. Any request by the Contractor must be pre-approved in writing by the City thirty (30) days prior to the date of any assignment. Any assignment or use of a subcontractor shall be required to have the same computer system as the Contractor to verify any outstanding account or debt.

4.17 Beneficiaries to Contract

This Agreement is entered into for the benefit of the City and Contractor, and no other parties are entitled to enforce its terms. No third-party beneficiaries are intended to be created hereunder, and no other party can derive any benefit or right here from.

5. TECHNICAL PROPOSAL

As the City shall evaluate all of the proposals on the same basis, it is required that your proposal conforms in all respects to the specifications outlined in this RFP. If the policy of your company prevents you from submitting a proposal on the basis of any of the specifications or

assumptions, you may submit it on a basis that is in accordance with your policy. In such a case, however, a statement of your reasons for such deviation must be included with a listing of all deviations. The City reserves the right to accept or reject any or all proposals.

Provide one original and five copies of your Proposal. It is required that the proposal:

- 5.1 Be limited to a maximum length of 20 pages, including any appendices.
- 5.2 Include a cover letter summarizing why the Offeror is interested in this project. A party authorized to bind the entity submitting the proposal, as well as the Offeror's project manager, must sign the cover letter. The cover letter should include the following points:
 - 5.2.1 Identity of Offeror including central address and telephone number.
 - 5.2.2 A Statement that the proposal is effective for 30 days from proposal due date.
 - 5.2.3 A Statement that the Offeror will comply with all terms and conditions as stated in this RFP; or identification of any exceptions taken to any of the requirements including the contract attached hereto as Appendix A.
 - 5.2.4 A brief list of any pending, settled, tried, or other litigation the firm has been involved in for the past five (5) years, with a description of the case(s) and their current status, if applicable.
 - 5.2.5 Date of incorporation (Gross Receipt Registration if not incorporated) in New Mexico.
- 5.3 Be prefaced by a brief statement describing the Offeror's organization and outlining its approach to completing the work required by this solicitation. This statement shall illustrate the Offeror's overall understanding of the project.
- 5.4 Contain a work plan that concisely explains how the Offeror will carry out the objectives of the project. In the work plan, the Offeror shall describe staffing and proposed approach to the work as clearly and thoroughly as possible.
- 5.5 Include history and experience of the Offeror's firm and a description of why the Offeror is well suited to undertake this project. Key administrative personnel, including organizational charts, should be cited in this section.
- 5.6 Include Offeror's recent experience (past five years) in performing work similar to that anticipated herein. This description shall include the following:
 - 5.6.1 Date of project
 - 5.6.2 Name and address of client organization
 - 5.6.3 Name and telephone number of individual in the client organization who is familiar with the project
 - 5.6.4 Short description of project
 - 5.6.5 Lessons learned

5.7 Documentation of any potential conflicts of interest. A conflict of interest shall be cause for disqualifying an Offeror from consideration. A potential conflict of interest includes, but is not limited to:

5.7.1 Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client.

5.7.2 Performing work for a client or having an interest which conflicts with this contract.

6. EVALUATION OF PROPOSALS

Proposals will be judged on the Offeror's ability to provide services that meet the requirements set forth in the accompanying documents. The City reserves the right to make such investigations as it deems necessary to determine the ability of the Offeror to provide services meeting a satisfactory level of performance in accordance with the City's requirements. The Offeror shall furnish such information and data for this purpose as the City may request, at no cost to the City. Interviews and presentations by one, several, or all of the Offeror's may be requested by evaluators if deemed necessary to fully understand and compare the Offeror's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

EVALUATION CRITERIA		POINTS POSSIBLE
(1)	Ability to undertake the work described herein (work plan).	50
(2)	Past experience of the firm	40
(4)	Quality and clarity of proposal.	10
	TOTAL	100

7. FORMAT FOR RESPONSES

7.1 GENERAL INSTRUCTIONS

7.1.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of City's objectives.

7.1.2 Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals will be considered non-responsive and subject to rejection.

7.1.3 Proposals and any other information submitted by Offerors in response to this RFP shall become the property of the City.

7.1.4 Offerors shall prepare and develop proposals at the sole cost and expense of the Offeror.

7.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option.

- 7.1.6 The City makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.
- 7.1.7 Proposals shall consist of answers to questions or requirements identified in this RFP. It is not necessary to repeat the question in the proposals; however, it is essential to reference the question number with the corresponding answer.
- 7.1.8 Failure to comply with all requirements contained in this RFP may result in the rejection of proposal.
- 7.1.9 Receipt of an addendum of the RFP by an Offeror must be acknowledged either: (a) by signing and returning the addendum by fax, mail or hand delivery; or (b) submitting the signed addendum with your proposal. If not submitted with your proposal, this acknowledgment must be received prior to the hour and date specified for receipt of proposals.
- 7.1.10 A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

7.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS

- 7.2.1 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral or comb-type bindings or staples. Graphics incorporated into the proposal may exceed the paper-size requirement.
- 7.2.2 Proposals should not exceed the page limit described herein.
- 7.2.3 The Offeror may submit additional attachments, but only the responses provided by the Offeror to the questions identified in this RFP will be used by the City for evaluation.

7.3 TABLE OF CONTENTS

- 7.3.1 Proposals shall include a "Table of Contents" and give page numbers for each section of the proposals.

7.4 SUBMISSION OF PROPOSAL

- 7.4.1 **Time:** Proposals not received by the time and date indicated on this RFP will not be accepted.
- 7.4.2 **Hand Carried:** Proposals may be hand carried to the City Clerk's Office located in City Hall, 3200 Civic Center Circle NE, Rio Rancho, New Mexico 87144.
- 7.4.3 **Mail / FedEx / UPS / etc.:** Proposals may be mailed or shipped to the attention of the City Clerk's Office, City of Rio Rancho, 3200 Civic Center Circle NE, Rio Rancho, New Mexico, 87144. The City shall not be responsible for proposals that are mailed or shipped and not received by the opening date and time specified in this RFP.

7.4.4 **Receipts:** Receipts for hand delivered proposals shall be issued by the City Clerk's Office (upon request) for proposals that are hand carried.

7.4.5 **No Other Methods of Proposal Delivery:** Neither telephone, telegraphic, nor facsimile proposal shall be accepted.

8. MISCELLANEOUS INFORMATION

8.1 **Public information.** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

8.2 **City's Reservation of Rights.** The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

8.3 **Clarification.** The City may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

8.4 **Acceptance of Evaluation Methodology.** By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City.

8.5 **No Reimbursement for Cost.** Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror. Offerors submit proposals at their own risk and expense.

8.6 **Ethical Conduct.** The City of Rio Rancho expects the highest level of ethical conduct from Offerors including adherence to all applicable laws and local ordinances regarding ethical behavior.

8.7 **Right to Terminate Negotiations.** If an agreement cannot be made with the highest scoring Offeror, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Offeror.

8.8 **Presentations.** Finalists in the selection process may be asked to attend an interview once the RFP process is complete. The finalists may be asked to confirm their proposal via a presentation to the City.

8.9 **Modification.** Offers may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.

8.10 **Local and Resident Preference.** A preference of up to five percent (5%) may be afforded an Offeror who qualifies as a Local Offeror in accordance with the City's Procurement Code. Preference will be applied in accordance with the provisions of the city's Procurement Code in the following priority: (1) Local businesses; and (2) Resident businesses. A maximum preference of five percent (5%) will be afforded any one offer,

and is added to the Evaluation Score. Procurement Code. Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein. For consideration for the local preference, the Offeror must complete the Resident/Local Preference Certification Form, attached hereto, in accordance with the instructions and return the form with its Technical Proposal.

- 8.11 **Acceptance of Proposals.** Acceptance of proposal is contingent upon the Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the City Procurement Code.
- 8.12 **Requests for Explanations by Offerors.** Any explanation desired by the Offeror regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the Financial Service Office not less than seven (7) calendar days prior to due date of proposals. Oral explanations or instructions given prior to the opening of the offer shall not be binding. The Financial Services Office shall issue any official explanations in writing.

RESIDENT/LOCAL PREFERENCE CERTIFICATION FORM

BUSINESS NAME: _____

PRINCIPAL PLACE
OF BUSINESS: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

A five percent (5%) preference may be afforded an Offeror who qualifies as a local Offeror in accordance with the City's Procurement Code.

Preference will be applied in accordance with the provisions of the City's Procurement Code in the following priority: (1) Local Manufacturers of product offered; (2) Local Businesses; (3) Resident Manufacturers of product offered; and (4) Resident Businesses. A maximum preference of five percent (5%) will be afforded any one offer.

BASIS FOR PREFERENCE:

Local Business or Local Manufacturer means a business or manufacturer which:

1. is authorized to do and is doing business under the laws of the State of New Mexico;
2. possesses a current City business registration;
3. maintains its principal place of business within the corporate limits of the City;
4. agrees to furnish evidence, IF REQUESTED, in a form suitable to the City, of its payment of New Mexico Gross Receipts Tax.

Resident Business means one which is authorized to do and is doing business under the laws of the State of New Mexico and:

1. which maintains its principal place of business in the state; or
2. is a public telecommunications provider as defined in the New Mexico Telecommunications Act (63A-1 to 63-9A-20 NMSA 1978), and it has five (5) or more employees who are residents of the state.

Resident Manufacturer means a person who offers materials grown, produced, processed or manufactured wholly in the state.

TYPE OF PREFERENCE CLAIMED:

(check all that apply)

LOCAL MANUFACTURER: _____

LOCAL BUSINESS: _____

RESIDENT MANUFACTURER: _____

RESIDENT BUSINESS: _____

CITY OF RIO RANCHO BUSINESS REGISTRATION NUMBER: _____

(Must be provided if claiming Local Business or Local Manufacturer Preference)

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____

Title: _____ Date: _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER TO CLAIM PREFERENCE



**CITY OF RIO RANCHO
DEPARTMENT OF FISCAL SERVICES**

RFP NO. 09-FS-08

ACKNOWLEDGMENT FORM

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____

Title: _____

Phone: _____ **Fax:** _____

E-Mail: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

When completed, please fax or mail this form to the following contact:

STEVE RUGER, CONTRACTS ADMINISTRATOR
CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES
3200 CIVC CENTER CIRCLE
RIO RANCHO, NM 87144
Phone: (505) 896-8763
Fax: (505) 891-5762
sruger@ci.rio-rancho.nm.us

Appendix A
Contract No. XX-XX-XX
Collection Services

THIS AGREEMENT (the "Agreement") is made and entered into by and between the **City of Rio Rancho** (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and _____ (the "Contractor"), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for a Collection Services, RFP No. 09-FS-08, on April 28, 2009, attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Contractor submitted a proposal in response to RFP No. 09-FS-08 on _____ attached hereto as Exhibit B and incorporated by reference; and

WHEREAS, the City wishes to engage the Contractor to provide the services described in Exhibits A and B.

NOW, THEREFORE, in consideration of the premises and mutual obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Contractor to provide the services described in Exhibits A and B attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of four (4) years with the City's option to renew for four (4) additional years.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Contractor such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Contractor shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Contractor may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Contractor shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Contractor shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Contractor at the time of such termination, subject to all applicable federal and state law.

(d) The Contractor shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Contractor's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Contractor from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Contractor, and the City may withhold any payments otherwise due to the Contractor as a set-off against all or part of such damages, until such time as the exact amount of damages due the City from the Contractor is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Contractor shall pay the City monthly for all delinquent payments collection, minus _____% of such payments.

4. RELATIONSHIP OF PARTIES

The Contractor (and each agent, employee and contractor employed or engaged by the Contractor to fulfill the Contractor's obligations hereunder) shall be an independent contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent contractors, the Contractor and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Contractor agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Contractor shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Contractor may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by the Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Contractor's relationships to its employees and subcontractors.

8. INSURANCE

The Contractor shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees. The Contractor shall provide to the City, a certificate of insurance or declarations page demonstrating compliance with the foregoing.

9. ASSIGNMENT AND DELEGATION

The Contractor shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Contractor's services. Nor shall the Contractor assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Contractor may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Contractor's right to payment hereunder shall bind the City to pay any person other than the Contractor for services provided hereunder.

10. RECORDS AND AUDIT

The Contractor shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

11. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Contractor without the prior written approval of the City.

13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures.

(b) The Contractor hereby covenants, warrants and represents 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 its services under this Agreement. Without limiting the generality of the foregoing, the Contractor shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

14. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Contractor in performing (or omitting to perform) services hereunder.

15. FORCE MAJEURE

Neither the City nor the Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonable avoided by exercise of due diligence.

16. LICENSES

The Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of the Contractor's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

17. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the Community Development Division Manager and/or the CSR/Project Assistant. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:

City of Rio Rancho
Attn: Marta Ortiz
3200 Civic Center Circle NE
Rio Rancho, New Mexico 87144
Fax: (505) 891-5762

For notice to the Contractor:

Fax: _____

18. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

[Contractor]

James C. Jimenez, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

James C. Babin, City Attorney