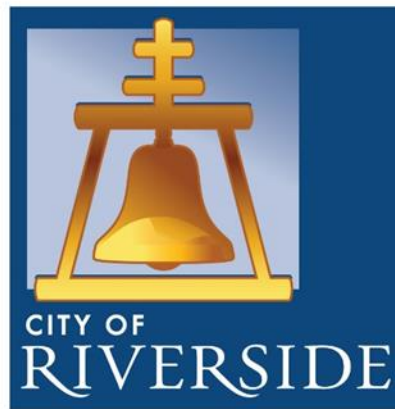


**REQUEST FOR PROPOSALS
FOR COLLECTION AGENCY SERVICES**

RFP No. 1925



City of Arts & Innovation

ISSUED BY

City of Riverside
Finance Department
3900 Main Street
Riverside, California 92522

PROPOSAL DUE

May 16, 2019 before 5pm (PST)

Request for Proposals

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1. Introduction/Purpose

The City of Riverside (“City”) is seeking a qualified entity (“Company”) to provide collection agency services. The City anticipates selecting one Company to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal (“RFP”).

2. Schedule of Events

It is the goal of the City to select and retain a Company by September 1, 2019. In preparation for that action, the following tentative schedule of events has been prepared:

Event	Date	Time
Request for Proposals Released	04/16/2019	N/A
Final Questions Due	04/25/2019	Before 5:00 p.m. (PST)
Responses to Questions Released	05/02/2019	N/A
Proposals Due	05/16/2019	Before 5:00 p.m. (PST)
Tentative Interviews by City Staff	Week of 05/27/2019	To be determined
Notification of Tentative Selection	Week of 05/27/2019	To be determined
Tentative City Council Meeting to Consider Awarding Contract	08/13/2019	To be determined

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its proposal that the City finds ambiguous.

3. Background

The City of Riverside (the City) is requesting proposals from qualified Companies to provide collection services for the City of Riverside Finance Department’s Accounts Receivable and Business Tax Units. The City of Riverside desires to enter into an agreement for professional services with the qualified Company who can demonstrate competency and experience in providing collection services for unpaid accounts that the City is unable to collect through its own efforts. We seek an experienced and effective Company that minimizes City costs, maximizes the use of available technology, provides excellent client service and performs thorough and complete collections that maximizes the successful collection of unpaid accounts.

City’s Accounts Receivable Overview:

- Provides enhanced collection services for active accounts that have been outstanding for 30 days or more. Some collection services provided:
 - Notify account holders of past-due amounts by letter and telephone
 - Utilize skip-tracing techniques to locate account holders
 - Collect and review documentation needed for court proceedings and legal filings

- Answer inquiries from customers regarding past-due balances
- Set-up payment plan agreements and process credit card/debit card/cash card payments over phone
- Assist with the resolution of accounts with totals that are disputed by the account holder.
- Prepare insurance claims for unpaid property damage accounts, when applicable
- Prepare accounts for submission to an outside collection agency when collection efforts have been exhausted
- Process miscellaneous delinquent accounts receivable items including DUI billings, police and fire false alarms, fire citation and inspection fees, graffiti fines, payments returned for non-sufficient funds, property damage claims not covered by insurance, outstanding permit fees, and others.
- During 2018, Accounts Receivable completed collection activity for more than 5,000 past due accounts with an account balance of \$14.1 million.
- At the end of 2018, there were 1,156 active collection accounts totaling more than \$2 million dollars. Since 2015, Accounts Receivable has sent 1,423 accounts totaling more than \$1.6 million to its outside collection agency.

City's Business Tax Overview:

- In addition to due date reminder notices being issued to businesses 60 days prior to the license expiration date through 150 days delinquent, Senior Business Tax Representatives efforts to collect outstanding business license taxes includes:
 - Making collection phone calls
 - Utilizing skip-tracing resources to locate account holders
 - Scheduling field inspection visits to businesses in delinquent status
 - Issuing administrative citations
 - Answer inquiries from customers regarding past-due balances
 - Set-up payment plan agreements and process credit card/debit card/cash card payments over phone
 - Assist with the resolution of accounts with totals that are disputed by the account holder
 - Prepare accounts for submission to an outside collection agency when collection efforts have been exhausted
- Business License Tax's growing portfolio consist of over 23,000 licensed businesses. Since 2015, Business Tax has sent 1,090 accounts totaling more than \$550,000 to its outside collection agency.
- Business License Tax's strives to maintain a rate above 85% of businesses paying business license tax on or before the expiration date.

4. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

- Have at least three (3) years of experience, within the past three (3) years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services (“Services”) (Exhibit “A”). Have not filed for bankruptcy under any business name over the past five (5) years.
- Appear on Prospective Bidders List for this particular procurement. Companies can register at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39475>

- Companies that fail to appear on the Prospective Bidders List for this RFP will be unable to participate and any proposal submitted by any such Company will not be considered.
- If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company’s discipline and the Services on the date the Proposal is submitted.
- If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.

5. Scope of Services

The City is seeking collection services. The selected Company shall provide the services required in Exhibit A, Scope of Services, attached hereto and incorporated herein.

6. General Terms and Conditions

The successful company will be required to execute a Professional Consultant Service Agreement (“Agreement”). A sample is attached as Exhibit “B”. The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Riverside Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

7. Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is

awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP must be submitted through Planet Bids under the “Q & A” tab prior to the Online Q&A Deadline. Requests submitted after the Q&A Deadline has passed will not be accepted or considered.

The Final day for receipt of questions from the Proposer shall be on or before April 25, 2019 before 5pm (PST). To ensure fairness and avoid misunderstandings, **all communications must be submitted in the manner set forth above.** Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City’s website. **Any communications, whether written or verbal, with any City Council member or City staff, prior to award of a contract by City Council or in any manner other than as directed by Purchasing Staff, is strictly prohibited and the Proposer shall be disqualified from consideration.**

8. Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City’s Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

9. Delivery/Submission of Proposals

All prospective Companies submitting a proposal must appear as a Prospective Bidder. Companies can register at <https://www.planetbids.com/portal/portal.cfm?CompanyID=39475>. Once

registered, Companies must download the RFP under their own name to appear on the Prospective Bidders tab. Companies that fail to appear as a Prospective Bidder for this RFP will not be able to submit a valid proposal. If a Company is unable to register or download the RFP from the bidding website, a representative may contact Planet Bids at (818) 992-1771.

All required proposal documents and supplementary information shall be uploaded using the City's bidding website prior to event date and time or a proposal will be considered non-responsive.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

10. Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

11. Proposal Format and Content

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- a) Letter of Transmittal
- b) Company Information
- c) Company Personnel and Staff Qualifications
- d) Methodology for Performing Collection Services
- e) City Access to Account Data
- f) Sample Reports and Letters
- g) Performance Measures and References
- h) Evidence of Insurance
- i) Litigation
- j) Pricing
- k) Additional Information

a. Letter of Transmittal

The Letter of Transmittal shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify and provide the phone number and address for a single person for contact during the RFP review process.

b. Company Information

This section must demonstrate an understanding of the services and the company's ability to provide those services. General information about the firm, including the size of the organization, location of offices, years in business, organizational chart, name of owners and principal parties, number and position titles of staff, and days/hours/number of customer service agents that will be available to assist customers. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.).

c. Company Personnel and Staff Qualifications

This section shall include contact person information, address and telephone number of the company main office and branch offices. Qualifications of staff proposed for each assignment (Business Tax and Accounts Receivable), their position in the Company, and types and amount of equivalent collection experience shall also be included. Information about licenses, certifications, and/or memberships in collection associations is encouraged. Be sure to include any municipal agencies staff have worked with and their level of involvement. A description of how overall supervision will be provided shall also be included.

Members of the Company's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.

Companies submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Company, management, or employees of the Company or other persons relative to the services to be provided. If a Company has no conflicts of interest, include a statement to that effect in the proposal.

d. Methodology for Performing Collection Services

This section shall include a description of the methodology that would be followed in carrying out the Company's responsibilities. Typical collection procedures including the number of letters, number of phone calls, skip tracing efforts, credit reporting and length of time accounts worked shall be detailed. Clearly describe all collection services you propose to provide to the City. As a part of the description, identify the responsibilities of the City and the responsibilities of the Company. Also describe the coordination required between customer, the City, and the Company

when an account is assigned. In addition to the description of policies and procedures described above, your company shall:

- Clearly describe its recommended use of skip tracing on delinquent accounts including specific tools used to conduct skip tracing.
- Provide a statement as to the Company's ability to file reports with all three national credit bureaus.
- Provide a statement regarding the dollar amount of an account under which it will not actively pursue regular collection and/or legal action.
- List payment methods available (e.g., by phone, online) and forms of payment accepted (e.g., credit card, checks).
- Outline the circumstances under which it will pursue legal action (with City's approval).

e. City Access to Account Data

Company should indicate whether the City will have online access (limited or full) to the Company's database in order to determine the progress of the collection efforts. If online access will be available, the Company should provide an overview of the information that will be available to the City.

f. Sample Reports and Letters

Company shall provide sample copies of the reports the City can expect to receive from the Company on a monthly basis. Each report should be clearly marked as to the type of information the particular report is trying to convey (this can be included as part of an attachment). At minimum, sample reports reflecting the following must be included:

- Monthly report on the status of each account including; City account number, customer name, the amount received, the balance due and date of last payment, and the actions taken on the account
- Monthly customer report of accounts that are paid in full or settled for an amount agreed to by the City.
- Monthly customer report of accounts deemed uncollectible with the last action taken and reason account uncollectible.
- Financial summary report including totals for receipts, net accounts receivable, total accounts receivable and collection percentage on a monthly, quarterly, and annual basis.

Company shall also provide sample letters to be sent to delinquent accounts. Be sure to indicate what collection method each letter pertains to (this can also be included as part of an attachment).

g. Performance Measures and References

Each company shall provide a list of the municipal agencies your Company has worked with during the past three years. Provide the following information for three collection projects which are similar in size and scope to the project requested by this proposal:

- Name, address and telephone of the Company

- Time period for the project
- Brief description of the scope of the collection efforts
- Recommended collection procedures
- Person to contact for a reference

Each company shall provide overall information to show the average number of days required by your Company to complete a collection and forward the monies to your client. In addition, provide three-year historical collection percentages achieved by your Company. Collection percentages shall be calculated and reported as:

$$\frac{\begin{array}{l} \text{Total Amount Collected} \\ - \text{Less additional fees or interest applied by the Company after assignment} \end{array}}{\begin{array}{l} \text{Total Account Balance} \\ - \text{Less additional fees or interest applied by the Company after assignment} \end{array}} = \text{Collection Percentage}$$

The three-year historical data will be for the period beginning January 1, 2016 and ending December 31, 2018 and grouped as follows:

- Collection Percentage for municipalities, if applicable
- Collection Percentage for all governmental entities including municipalities, if applicable
- Collection Percentage for all client types

h. Evidence of Insurance

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B).

i. Litigation

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

j. Pricing

All proposals submitted shall clearly describe and outline your fees for the services.

If interest is applied by the Company to items that have been assigned, be sure to specify when interest charges begin to accrue, the interest rate applied, and portion of interest, if collected, to be retained by the Company.

Billing and payment expectations including timing and method of payment.

k. Additional Information

The Company should include any additional information about other services available including:

- Annual updates regarding changes to federal, state and local laws related to debt collection and consumer privacy.
- Resources, including conferences and workshop opportunities, which provide helpful training for City personnel performing collection duties.
- Monthly newsletters that providing training regarding collections best practices.

12. Examination of RFP and Sites of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

13. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the proposal. Addenda notifications will be provided to those Companies appearing on the Prospective Bidders listing.

14. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

15. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public Company is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

16. Evaluation of Proposals

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, which in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Consultants will be evaluated on the basis of the following criteria:

- a) Approach and Methodology (30%)
- b) Experience (Projects of similar size and scope) (25%)
- c) Qualifications (20%)
- d) Pricing (15%)
- e) Professional References (10%)

Interviews will be scheduled on the week of May 27, 2019.

Interviews will be conducted for the most qualified bidders that are able to provide the scope of services detailed in Exhibit A – Scope of Services. A representative(s) from each company will be required to provide a presentation of proposed services to a panel of City personnel familiar with the City's collection process. Members of the panel may ask for clarification about information contained in the Company's proposal and presentation.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

17. Rejection of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract.

Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

18. Protest Procedures

A Proposer not selected by the City for the award of the Contract desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.019.00. Protests not conforming to this procedure will be rejected as invalid. The City's Protest Procedures are available on the City's website at <https://riversideca.gov/finance/pdf/2017/07.019.00-Procurement-Protest-Procedures.pdf>.

19. Contract Term

The initial term of the Agreement shall be from September 1, 2019 through August 31, 2021 with the option to extend for three (3) additional years not to exceed five (5) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

20. Contract Documents

In submitting a Proposal, the Company agrees to enter into an Agreement with the City *without exceptions to the City's standard agreement*. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached hereto as Exhibit "B". **Any change to the standard agreement will deem the Proposal non-responsive**. In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Riverside's Request For Proposals
- Company's Response to the Request For Proposals

21. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- One (1) original of the Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

22. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

23. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

EXHIBIT A

Scope of Services

The City of Riverside intends to obtain the services of a full-service Collection Agency (Company) to provide revenue collection service for unpaid and delinquent accounts receivable to include, but not necessarily limited to collection of delinquent accounts for Business Tax and miscellaneous Accounts Receivable items.

Requirements: The exact range and extent of services is subject to negotiation, but at a minimum must include professional services and dedicated personnel to perform the following scope of services for each division separately (Business Tax and Accounts Receivable):

1. Company shall provide collection services for debts owed to the City for delinquent accounts the City is unable to collect.
2. Company shall provide a “live” customer service agent who will assist with inquiries and provide customer support to customers a minimum Monday - Friday, during normal business hours, excluding holidays recognized by the City. The Company shall provide a toll free number.
3. Company shall designate a manager for the City’s account who will be the City’s primary contact with Company.
4. Company shall ensure the City has the ability to place delinquent accounts with the Company via electronic file uploaded to a secure website. The Company shall provide acknowledgement within 10 days of account placement that the account was received. The acknowledgement shall at minimum include customer name, address, amount, and date of account placement.
5. Company shall make a minimum of two written or telephone contacts for each account (unless the account clears sooner) within forty-five (45) days of account placement.
6. Company 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 or actions. These records shall be retained and readily accessible for a minimum of five years after termination of collection actions on each account. The City shall be notified of intent to destroy records thirty (30) days prior to date of destruction.
7. Company shall provide to the City, in Microsoft Excel and CSV file formats, a monthly report on the status of each account including; account number, customer name, the amount received, the balance due and date of last payment, and the actions taken on the account. Company should advise the City of any account that is paid in full or deemed uncollectible within 30 days of the last action or effort. If an account is deemed uncollectible, the details regarding this determination must be provided to the City.

8. Company shall provide to the City quarterly financial summary reports including totals for receipts, net accounts receivable, total accounts receivable and collection percentage.
9. Company shall provide to the City an annual financial summary report as of June 30 (City's fiscal year end) including totals for receipts, net accounts receivable, total accounts receivable and collection percentage. This report should be submitted to the City no later than July 30th of each year. An annual meeting should be held between City and Company (in person or via teleconference) to discuss report results.
10. At any time, all records of the Agency pertaining to the City shall be subject to inspection, review, or audit by City, state, or federal officials, during the contract period and for five years after the termination of the contract.
11. Company shall guarantee the confidentiality, security and safety of all files, documents and information provided by the City, except as to disclosure required by federal and state laws and regulations.
12. Company will exercise its best ethical, prudent, lawful and professional efforts to secure collections on all accounts referred by the City. Collections activities shall comply with all federal, state and local laws, including but not limited to the Federal Fair Debt Collection Practices Act and the California Rosenthal Fair Debt Collection Practices Act.
13. If cash card, debit card, or credit card payments are accepted, the Company will process all customer payments in accordance with applicable Payment Card Industry (PCI) data security standards.
14. Company must have an identity theft prevention program in place that meets all federal, state and local laws, including but not limited to the Federal Fair and Accurate Credit Transaction (FACT) Act and the California Information Practices Act.
15. Company will not have the right to sell and or use customer data in any manner other than to provide the service the City has contracted for. Company shall not sell or allow the use of data for any purpose other than that so contracted.
16. Company shall report all uncollectible accounts to the major credit bureaus. Reporting must be done in accordance with all federal, state and local laws, including but not limited to, the Fair Debt Collections Practices Act, California Rosenthal Fair Debt Collection Practices Act, the Federal Equal Credit Opportunity Act, and the Consumer Credit Protection Act. Company shall not report accounts to the credit bureaus until the Company has worked the account for 45 days. At the request of the City, the Company shall remove an account notification from all the affected bureaus and provide a copy of that notification to the City.
17. Company 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 City.
18. Company shall make contact with delinquent accounts under the name of the Company and

not the City of Riverside. Company employees shall not, under any circumstances, imply that they are employees or representatives of the City of Riverside.

19. Company 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 along with a report including the account name and number, amount collected, and collection fees due to the Company.
20. Compensation shall be contingent upon actual collection of debts owed to the City. Company may charge the City a reasonable fee based on the amount of the debt collected and paid to the City. Company must identify the fee, how it is determined and the fee must be consistent across all debts collected.
21. Any compromise settlement of principal or charges shall be agreed upon in writing between the Company and the City prior to acceptance.
22. Company may allow for time payment agreements and may enter into time payment agreements with consumers for any period less than two years without the consent of the City. Any time payment agreement extending beyond two years from the date of initiation of plan must be agreed upon in writing between the Company and the City prior to acceptance.
23. Company shall have the ability to file lawsuits with the appropriate court when appropriate. No legal actions shall be taken by the Company without express written consent of the City. The City may request the Company to pursue legal remedy after consulting with the Company about the collectability of the account.
24. Company shall be solely responsible for any and all costs incurred in and associated with the collection of debts referred to it by the City.
25. Within a certain timeframe, the City may withdraw any accounts without any charge or penalty.
26. The City reserves the right to terminate the contract at any time by providing thirty days written notice for convenience or cause.
27. In the event of contract termination or the bankruptcy/dissolution of the Company, the Company shall within ten (10) days of notice of termination, provide the City with all data, data files, data tables, and data backup that are related to City accounts in the format prescribed by the City's Innovation and Technology Department, regardless of status or payment arrangements made with consumers. The Company must certify that all City-related data has been purged from the Company's systems and that no copies and/or sources of data are in the Contractor's possession.

Specific Requirements Related to Scope of Work:

- The selected Company shall be fully responsible for maintaining accurate records of all

correspondence, working papers, and other related evidence. These records shall be made available to the City as requested.

Other Desirable Services:

- Annual updates regarding changes to federal, state and local laws related to debt collection and consumer privacy.
- Resources, including conferences and workshop opportunities that provide helpful training for City personnel performing collection duties.
- Monthly newsletters that providing training regarding collections best practices including skip-tracing methods and new legislation impacting industry standards.

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EXHIBIT B

Sample Professional Consultant Service Agreement

EXHIBIT C

Disclosure Questionnaire

The Company shall complete the following questionnaire:

1. Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

2. Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the Company?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

3. Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, filed for bankruptcy under any business name over the past five (5) years.

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

4. Has the Company, or any officer of the Company or any employee of the Company who has proprietary interest in the Company, have any past or current business and personal relationships with any current Riverside elected official, appointed official, City employee or family member of any current Riverside elected official, appointed official or City employee?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.