



RFP No. OMF041

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

**City of Portland, Oregon
June 4, 2008**

REQUEST FOR PROPOSALS

for

Collection of Past Due Accounts

PROPOSALS DUE: June 27, 2008 by 3:00 p.m.

Envelope(s) shall be sealed and marked with RFP # and Project Title.

Submit one (1) original and four (4) complete copies of the Proposal to:

Devra R Staneart

City of Portland, Bureau of Financial Services, Accounting Division

1120 SW 5th Ave MS-106/1250/devra

Portland, OR 97204

Refer questions to:

Devra R Staneart

Phone: (503) 823-4355

Fax: (503) 823-4398

Email: dstaneart@ci.portland.or.us

GENERAL INSTRUCTIONS AND CONDITIONS

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS – The City of Portland seeks to extend contracting opportunities to Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic growth and to provide additional competition for City contracts. Therefore, the City has established an overall 20% utilization goal in awarding PTE contracts to ESBs. No goal is set for the use of M/WBE firms, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts.

ENVIRONMENTALLY PREFERABLE PROCUREMENT - In accordance with the City's Sustainable City Principles and the City's Sustainable Procurement Strategy, it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. Therefore, proposers are encouraged to incorporate environmentally preferable products or services into their responses wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. To view the above City policies go to www.portlandonline.com and navigate to "Charter, Code & Policies Documents".

INVESTIGATION- The proposer shall make all investigations necessary to inform it regarding the service(s) to be performed under this request for proposal.

SPECIAL CONDITIONS - Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under the Professional, Technical and Expert Service "General Instructions and Conditions".

CLARIFICATION OF REQUEST FOR PROPOSAL- Proposers who request a clarification of the RFP requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this RFP, or present them verbally at a scheduled pre-submittal conference, if one has been scheduled. The City must receive written questions no later than the date stated herein. The City will issue a response in the form of an addendum to the RFP if a substantive clarification is in order.

Oral instructions or information concerning the request for proposal given out by Bureau or Office managers, employees or agents to prospective proposers shall not bind the City.

ADDENDUM – Any change to this RFP shall be made by written addendum issued no later than 72 hours prior to the proposal due date. The City is not responsible for any explanation, clarification or approval made or given in any manner except by addendum.

COST OF PROPOSAL- This Request for Proposal does not commit the City to pay any costs incurred by any proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the request for proposal.

CANCELLATION – The City reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

LATE PROPOSALS- Proposals received after the scheduled closing time for filing will be returned to the proposer unopened.

REJECTION OF PROPOSALS- The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's

best interest to do so. In the City's discretion, litigation between the City and a proposer shall be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the consultant's proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

CITY OF PORTLAND BUSINESS LICENSE - Successful consultant shall obtain a current City of Portland Business License prior to initiation of contract and commencement of the work.

WORKERS' COMPENSATION INSURANCE – the successful consultant shall be covered by Workers' Compensation Insurance or shall provide evidence that State law does not require such coverage.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER- Proposers must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Bureau of Purchases, City of Portland, prior to contract execution.

EQUAL BENEFITS PROGRAM – Proposers must provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Bureau of Purchases, City of Portland, prior to contract execution.

CONFLICT OF INTEREST - A proposer filing a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this request for proposal has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same call for proposals, and that the proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

CONFIDENTIALITY – All information submitted by proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). If the entire proposal is marked as constituting a "trade secret" or being "confidential," at the City's sole discretion, such a proposal may be rejected as non-responsive.

If a request to inspect the proposal is made, the City will notify the proposer of the request. If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposer's records.

The Purchasing Agent has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process.

These Professional, Technical and Expert Services Request for Proposal "General Terms and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

PART I

CONTRACT REQUIREMENTS

SECTION A

GENERAL INFORMATION

1. INTRODUCTION

The City of Portland, Accounting Division of the Bureau of Financial Services provides quality support to help our customers achieve their goals and meet the City's fiduciary responsibility.

Accounts Receivable Collections collects all amounts legally due to the City, including but not limited to, any amounts owed for interest.

2. BACKGROUND

The City normally assigns past due accounts over 90 days to an outside contractor for collections. Exceptions may include, but are not limited to, non-sufficient checks (NSF) or certain accounts with specific contract language to the contrary.

Bureaus intending to be a party to this contract include, but are not limited to: Police Bureau (PB), Portland Fire & Rescue (PF&R), Revenue Bureau of the Office of Management and Finance (RB) and Office of Management and Finance (OMF). By mutual agreement of the City and the successful Proposer, other City Bureaus may participate in the collection contract as well.

Police Bureau (PB)

The PB conducts Ordinance administration for approximately 41,000 locations (occupancies) annually. All commercial and residential locations which utilize alarm system equipment are subject to Ordinance enforcement. Commercial and residential alarm system users are responsible for paying fees and fines associated with alarm system use.

The PB bills and collects payments for Alarm Ordinance activity. Delinquent accounts start accruing penalties. Once suspended from police response due to outstanding fees/fines, PB stops invoicing and turns the account over for collection. Penalties will continue to accrue. Every account that is delinquent carries a balance of \$37 or more. Some of these accounts may no longer be in business or the resident has since moved, but some accounts have current contact information. Commercial or residential accounts can be turned over for collection action at the Bureau's discretion.

PB currently averages \$100 per past due account being assigned to collections.

Portland Fire & Rescue (PF&R)

The PF&R conducts code enforcement inspections at approximately 18,000 locations (occupancies) annually. All commercial businesses, as well as multi-family residential properties are subject to code enforcement inspections. Business owners are responsible for paying fees and penalties associated with the inspections.

PF&R bills and collects payments for code enforcement activities. In addition, the Bureau sells permits and reports for several different activities; a small percentage of these payments are returned by the bank, and become delinquent.

Accounts in any category can be turned over for collection action at the Bureau's discretion.

PF&R's current number of accounts assigned annually to collections is approximately 750 with account balances ranging from \$25 to \$5,000.

Revenue Bureau of the Office of Management and Finance (RB)

RB collects business license fees and taxes and transient lodging taxes from approximately 50,000 businesses annually. Each year, approximately 1,000 businesses are referred to a collection agency, mostly for delinquent business income taxes. Many of these businesses have judgments against them for taxes owed. In addition, many of these receivables are “presumptive” in nature, meaning that the amount owed is highly variable and subject to rebuttal and correction by the taxpayer, even after a successful lawsuit resulting in judgment or referral to a collection agency.

These accounts average \$1,000 each but may range up to \$100,000 or more. The Bureau authorizes a range of collection activities for collection of these accounts, including garnishments. “Till taps” are a possible future collection tool but to date have not been utilized.

Office of Management and Finance (OMF)

OMF bills, and collects payments, for a wide variety of billings. A few examples include; charges incurred for usage of 800 MHz equipment and related maintenance, building and other equipment rental/lease fees, services provided by City’s Printing and Distribution, environmental remediation fees, parking permits and other transportation related fees.

OMF current accounts assigned annually to collections range, from \$40 to \$5,000 per invoice.

3. SCOPE OF WORK

The City of Portland (City) is seeking proposals from individuals, firms, teams or consultants, hereafter called “Proposer(s),” with demonstrated experience in collections, and proposes to engage the successful Proposer for the following services: successful, professional, courteous collection of past due accounts, including but not limited to, billings, correspondence and/or oral communication as well as actions that may affect credit ratings and judicial proceedings undertaken against another party.

4. PROJECT FUNDING

The City has not determined the anticipated cost for the requested services. The Proposer’s proposal shall include the Proposer’s true estimated cost to perform the work irrespective of the City’s budgeted funds for this work.

The City does not anticipate incurring any direct cost associated with referring these accounts to the successful Proposer, as they will recover their costs and profit through the 25% collection fee (ORS §697.105), except where prohibited by law.

SECTION B

WORK REQUIREMENTS

1. TECHNICAL OR REQUIRED SERVICES

The successful Proposer shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals:

- a. maintain ongoing professional, courteous, collection efforts – including billings, correspondence and/or oral communications in regard to all accounts referred and assigned
- b. be in conformance with the City of Portland, Multnomah County, Oregon State and Federal Laws
- c. ability to institute civil legal collection action after receiving appropriate approval from City
- d. maintain prompt remittance to City of all payments received on accounts referred and assigned
- e. maintain proof of registration to practice as a collection agency in compliance with Oregon law
- f. meet with the Bureaus’ Project Managers and appropriate City staff to review the collection/billing process and procedures used by the various Bureaus which are a party to the contract

g. collect all amounts legally due and owing, including but not limited to, interest and penalties

Upon receipt of the referred accounts, successful Proposer shall provide pre-collection letters at no charge. One letter will be sent to each account referred within five (5) working days from the time the successful Proposer receives the referrals

Correspondence

Whenever the successful Proposer receives correspondence regarding disputes or appeals of a Bureau account, especially from attorneys, the Bureau needs to be notified and supplied copies of the documents within five (5) working days of receipt by the agency.

This would also include all responses to any correspondence. Correspondence should be directed to the Project Manager(s).

Litigation

Successful Proposer shall not commence litigation on any account, except cases in small claims court; provided those cases are brought in the name of the successful Proposer pursuant to the assignment and provided the City is not a party to those proceedings. Before proceeding to small claims court, successful Proposer shall identify the accounts to the City that it believes would benefit from such action and shall not proceed until the respective Bureau gives its permission to do so.

Tax Judgments

The Revenue Bureau requires the successful Proposer to understand the nature of collecting tax judgments, including the "presumptive" nature of the accounts and the fact that they may take additional time to reach agreement on the final amount owed. The RB expects the successful Proposer to absorb this additional work without further cost to the City, given that the average account size is quite large. The RB further expects the successful Proposer to have full time legal counsel as judgments may often be assigned to the successful Proposer. In addition to all other requirements, the Revenue Bureau will require a criminal background check and confidentiality oath for all personnel working on tax accounts.

2. WORK PERFORMED BY THE CITY

The City Bureaus will assign Project Managers to oversee the successful Proposer's work and provide support as needed. Specific duties the City will perform include:

- The City will assign, as the need arises, City claims/accounts to successful Proposer for purposes of collection
- The City warrants that so far as it is known to the City, each account assigned for collection is a valid and existing account and a sum due against the debtor.
- The City may provide ongoing monitoring and evaluation of collection efforts.
- The City shall determine, in its sole discretion, various customer accounts that have incurred debts over \$25 and are due and owing to the City. These accounts may be referred to successful Proposer if the City believes they would more likely be collected if the successful Proposer's services were utilized. After making that determination, the City shall forward to the successful Proposer a list of those accounts in an electronic format that is agreeable to both parties. Typically, the information provided by the City will include the following:
 - a. customer name;
 - b. last known mailing address;
 - c. address of service;
 - d. total amount due;
 - e. account number.
- The City shall provide on-going monitoring and evaluation of collection efforts. This may include both requests for unscheduled reports and periodic visits to the successful Proposer's facility and review of collection methods and record keeping. All such visits will focus on working with the successful Proposer to obtain the most successful collection

efforts possible. Successful Proposer will be informed of the outcome of such visits and will be expected to work with the Project Managers to correct any problems found. The Project Managers will perform an annual review of successful Proposer activities and write a formal report to Bureau management concerning the success of contracting activities.

- The Project Managers list will be provided at time contract negotiations are completed.

3. DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. The successful Proposer is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at:

<http://www.portlandonline.com/omf/index.cfm?c=37732>.

Following the initial meeting, the successful Proposer shall provide the Bureaus with written monthly, quarterly, and annual reports. Because the City operates on a fiscal year, quarterly and annual reports will be presented for the time period July 1 through June 30. Successful Proposer shall meet periodically with staff from each City Bureau participating in the contract to review status of overdue accounts and discuss procedures for preparing and transferring accounts to successful Proposer.

A list of information needed in each report is included below.

Deliverables and schedule for this project shall include:

Monthly:

- a. Successful Proposer shall supply monthly reports to the City. The monthly reports shall include:
 - names and/or account numbers of open collection accounts,
 - total amount referred for the month and year-to-date,
 - total amount collected,
 - total amount adjusted,
 - amount successful Proposer will retain for collection services, and amount due to the City,
 - aging data for referred accounts,
 - listing of accounts that were returned to the City at its request,
 - listing of any customers with disputes,
 - list of accounts being processed through the court system,
 - statement showing the total due to or from the City,
 - listing of any appeals from customers. Copies of the initial request letter and the collection agency's answer shall be sent to the Bureau within ten (10) working days of receipt.

Each Bureau may require separate reporting requirements and need to be segregated and distributed to the respective Bureau. The total collected for and due to the Bureau should total the check that accompanies the monthly bill.

- b. Successful Proposer will submit payments monthly for all accounts collected during the previous month. Payments are sent to the respective Bureaus' Project Manager referring the account to the successful Proposer. Each Bureau may have separate reporting and distribution requirements.
- c. The successful Proposer will be required to accept and forward tax returns for some accounts. These tax returns may result in an adjustment on the receivable, as determined by the Revenue Bureau.
- d. Submit a Monthly Subconsultant Payment and Utilization Report by the 15th of each month (reference Part II, Section C.5 of the RFP).

Quarterly report of:

- e. Updated information (name, new address, phone, employer, employer phone, etc.)

regarding customers that have “closed” during the quarter, sorted by reason for closure (paid in full, bankruptcy, abandoned, etc.).

f. Summary of monthly collection reports:

- 1) Referred/open to date.
- 2) Paid to date (by fiscal year).
- 3) Balances at quarter’s end.

Each Bureau may have separate quarterly reporting and distribution requirements.

Annually:

g. Successful Proposer shall supply annual reports to the City. Annual reports shall be a summary of the fiscal year’s collection activity, including:

- o number of accounts open at start of the fiscal year,
- o number of accounts referred during the year,
- o number of accounts closed/fully collected during year,
- o number of accounts abandoned during year,
- o number of accounts returned to the City at its request.

Report shall also include:

- o account balances at the beginning of year,
- o account balances added during year,
- o account balances collected during year,
- o outstanding balances at year-end.

Each Bureau may have separate annual reporting and distribution requirements.

All deliverables and resulting work products from this contract will become the property of the City of Portland.

4. PLACE OF PERFORMANCE

Contract performance will take place primarily at the Proposer’s facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location or any combination thereof.

5. PERIOD OF PERFORMANCE

The City anticipates having the successful Proposer begin work immediately upon contract execution with submittal of final deliverables to the City occurring by June 30, 2012.

6. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer’s employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the successful Proposer’s employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

The Revenue Bureau will require a criminal background check and confidentiality oath for all personnel working on tax accounts.

7. INSURANCE

The successful Proposer(s) shall agree to maintain continuous, uninterrupted coverage of all insurance as required by the City. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without a 30-day written notice from the successful Proposer or its insurer(s) to the City.

Workers’ Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject workers (firms with one or more employees, unless exempt under ORS 656.027).

General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that the City of Portland, and its agents, officers, and employees are Additional Insureds but only with respect to the successful Proposer's services to be provided under this Contract.

Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Professional Liability Insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by negligent acts, errors or omissions related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

Certificates of Insurance: As evidence of the insurance coverages, the successful Proposer shall furnish acceptable insurance certificates to the City at the time signed contracts are returned to the City. The certificate will specify all of the parties who are Additional Insureds and will include the 30-day cancellation clause as identified above. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The successful Proposer shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION C

1. INDEX

2. SAMPLE CONTRACT

3. PROJECT DATA

ATTACHMENTS

Exhibit A First Tier Subconsultant Disclosure Form (submit with proposal)

The Professional, Technical and Expert Services Contract is the City's standard contract and will be used as a result of this selection process. A sample contract can be viewed at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=27067>.

Oregon Revised Statutes Chapter 697 — Collection Agencies; Check-Cashing Businesses; <http://www.leg.state.or.us/ors/697.html>

PART II

PROPOSAL PREPARATION AND SUBMITTAL

SECTION A

PRE-SUBMITTAL MEETING/CLARIFICATION

1. PRE-SUBMITTAL MEETING
2. RFP CLARIFICATION

There will be no pre-submittal meeting or site visit scheduled for this project.

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is June 23, 2008.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Devra Staneart, Quality Assurance
Office of Management and Finance
1120 SW 5th Ave, Rm106-1250
Portland, Oregon 97204

E-mail: dstaneart@ci.portland.or.us
Phone: (503) 823-4355
Fax: (503) 823-4398

SECTION B

PROPOSAL SUBMISSION

1. PROPOSALS DUE

Sealed proposals must be received no later than the date and time, and at the location, specified on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the Proposer. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. Proposals received after the specified closing date and/or time shall not be considered and will be returned to the Proposer unopened. The City shall not be responsible for the proper identification and handling of any proposals submitted to an incorrect location.

2. PROPOSAL

Proposals must be clear, succinct and not exceed **35** pages. First Tier Disclosure Form, resumes, section dividers, title page, and table of contents do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

3. ORGANIZATION OF

Proposers must provide all information as requested in this Request for Proposal (RFP).

PROPOSAL

Responses must follow the format outlined in this RFP. Additional materials in other formats, or pages beyond the stated page limit(s), may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. Cover Letter (1 page maximum)
2. Project Team (2 pages maximum)
3. Proposer's Capabilities (7 pages maximum)
4. Project Approach and Understanding (7 pages maximum)
5. Diversity in Employment and Contracting Requirements (2 pages maximum)
6. Proposed Cost (1 page maximum)
7. Supporting Information (15 pages maximum)
8. A completed First Tier Disclosure Form (refer to Part II.C.5)

SECTION C

EVALUATION CRITERIA

1. COVER LETTER

By submitting a response, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the RFP) and the Standard Contract Provisions of the Professional, Technical and Expert Services contract.

The Cover Letter must include the following:

- RFP number and project title
- name(s) of the person(s) authorized to represent the Proposer in any negotiations
- name(s) of the person(s) authorized to sign any contract that may result
- contact person's name, mailing or street addresses, phone and fax numbers and email addresses

A legal representative of the Proposer, authorized to bind the Proposer in contractual matters must sign the Cover Letter.

BUSINESS COMPLIANCE

The Proposer must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made. The Proposer shall be responsible for the following:

Certification as an EEO Affirmative Action Employer

All Proposers must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. Failure to receive EEO certification prior to the date and time of bid opening may result in delaying the award of the contract. Details of certification requirements are available from the Bureau of Purchases, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: <http://www.portlandonline.com/omf/purchasing>

Non-Discrimination in Employee Benefits (Equal Benefits)

Proposers are encouraged to submit the Equal Benefits Compliance Worksheet/Declaration Form with their response. If not submitted, you will be contacted and required to provide this form prior to contract award; otherwise your proposal may be rejected. If your company does not comply with Equal Benefits and does not intend to do so, you must still submit the Form. The Equal Benefits Compliance Worksheet/Declaration Form can be obtained from the following web site: <http://www.portlandonline.com/omf/purchasing>

Fill out the form properly. You may call the Bureau of Purchases at 503-823-6855 to ensure you correctly complete the form. You may also call the contact listed on the front page of this solicitation document for assistance.

There are five options on the Worksheet/Declaration Form to pick among. They range from full compliance (Options A, B, C), to one that requires advance authorization by the City (Option D – Delayed Compliance), to Non Compliance. Select the option that is true of your company's standing at the time you submit your proposal. You cannot change your answer after you submit the Worksheet/Declaration Form.

Option D is only used if you have an official waiver from the City. Waivers are only issued by the Bureau of Purchases.

The Form provides the City your declared Equal Benefit status. However, the City issues the final determination of your Equal Benefit status for purposes of contract award.

If information on your form is conflicting or not clearly supported by the documentation that the City receives, the City may seek clarification to ensure we properly classify your compliance.

Business License

All Proposers must be in compliance with the City of Portland Business License requirements as prescribed by Chapter 7.02 of the Code of the City of Portland. Details of compliance requirements are available from the Revenue Bureau License and Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandonline.com/omf/index.cfm?c=29320>

If your firm currently has a business license and is EEO certified, include in the Cover Letter your firm's City of Portland Business License number as well as the Equal Employment Opportunity (EEO) expiration date.

2. PROJECT TEAM

Provide professional resumes (as attachments that will not count against the total page limit) for the key people proposed to be assigned to the project. Describe their unique qualifications and relevant experience on similar or related projects. Describe key personnel's proposed roles and responsibilities on this project.

Proposals must identify a proposed project manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with the City. Describe the project manager's experience with similar projects and with managing and leading collection teams. List other projects the proposed project manager is currently assigned to. Identify who the second level production person will be; provide a description of their unique qualifications and experience as it relates to the project at hand.

Describe how the team's expertise covers all phases of the project from initial assignment through final collection activity. Describe the approximate number of people to be assigned to the project.

3. PROPOSER'S CAPABILITIES

This relates to the Proposer's capabilities and resources in relation to this project. This section should describe such things as:

- Similar projects performed within the past 5 (five) years, which best characterize capabilities, work quality and cost control.
- Similar projects with other government agencies
- Resources available to perform the work for the duration of the project and other on-going projects.
- Internal procedures and/or policies associated or related to work quality and cost control
- Management and organizational capabilities.

4. PROJECT APPROACH

Describe the tasks that must be accomplished in order to complete the project. Provide a

AND UNDERSTANDING

narrative description of how the Proposer proposes to execute the tasks during each phase of the collection activity. Proposer should rely on its expertise and experience with similar projects to demonstrate how it will effectively complete the proposed project.

Provide a detailed schedule of project activities. Identify realistic activity durations for each task and the time frame estimated to complete each task in the collection process. Describe or provide a detailed description of the Proposer's approach to overall management and integration of all activities required by the scope of work, including the management objectives and techniques that demonstrate how the work requirements will be met.

5. DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS

The City is committed to increasing contracting opportunities for State of Oregon certified minority, women and emerging small business (M/W/ESB) enterprises. The City values, supports and nurtures diversity, and encourages any firm contracting with the City to do the same, maximizing M/W/ESB business participation with regard to all City contracts. As such, the City has established an overall 20% utilization goal in awarding PTE contracts to State of Oregon certified emerging small business (ESB) enterprises and has assigned at least 15% of the total points available on this solicitation to determine the award of this contract. No goal is set for the use of minority (MBE) and women business (WBE) enterprises, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts.

All Proposers shall address the following in their proposals:

- a. Indicate if your firm is currently certified in the State of Oregon as an MBE, WBE and/or ESB, or if your firm has applied for certification with the State of Oregon's Office of Minority, Women and Emerging Small Business (OMWESB).
- b. Identify your current diversity of workforce and describe your firm's commitments to providing equal employment opportunities. Include in your response:
 - Number of total employees and description of type of work performed.
 - Number of minorities and women within your current workforce, broken out by ethnicity and positions held.
 - Any underutilization of minorities or women within your workforce and your firm's efforts to remedy such underutilization.
 - Any plans to provide innovative mentoring, technical training or professional development opportunities to minorities and women in your workforce in relation to this project, or plans to employ minorities and women to work on this project.
 - Description of the process your firm uses to recruit minorities and women.
- c. Have you subcontracted or partnered with State of Oregon certified M/W/ESB firms on any project within the last 12 months? If so, please describe the history of the firm's subcontracting and partnering with certified M/W/ESB firms. Include in your response:
 - List of State of Oregon certified M/W/ESB firms with which your firm has had a contractual relationship during the last 12 months.
 - Any innovative or successful measures that your firm has undertaken to work with M/W/ESB firms on previous projects.
 - Any mentoring, technical or other business development services your firm has provided to previous or current M/W/ESB subconsultants or partners, or will provide in relation to this project.
- d. Are you subcontracting any element of your proposal? Describe your firm's plan for obtaining maximum utilization of certified M/W/ESB firms on this project. Include in your response:
 - Subcontracting opportunities your firm has identified in the scope of this project.
 - Efforts made relating to outreach and recruitment of certified M/W/ESB firms. Did

your firm advertise contracting opportunities in the *Daily Journal of Commerce*, *Skanner*, *Oregonian*, *Observer*, *El Hispanic News*, *Asian Reporter*, and/or other trade publications? Did your firm conduct any outreach meetings? Did your firm use the State's OMWESB certification list, or other source, as a basis for direct outreach? What were the actual results of any of the above efforts?

- Any proposals received from certified M/W/ESB firms. If any such proposals were rejected, provide reasons for rejection.
 - Other efforts your firm used or proposes to use in relation to this project.
- e. If your firm will be utilizing certified M/W/ESB firms on this project, please list those firms and detail their role within your proposal. In addition, **all Proposers must submit Exhibit A - First Tier Subconsultant Disclosure Form 1** in their proposal, which requires Proposers to identify the following:
- The names of **all** subconsultants to be used on this project with subcontracts greater than or equal to \$10,000.
 - The names of all State of Oregon certified MBE, WBE and ESB firms. If firms have more than one certification (i.e., ESB and MBE, and/or ESB and WBE) note that on the form so that proper credit can be given for the ESB goal and for tracking MBE and WBE utilization.
 - The proposed scope or category of work for each subconsultant.
- If Proposers will not be using any subconsultants that are subject to the above disclosure requirements, Proposers are required to indicate "**NONE**" on the First Tier Subconsultant Disclosure Form 1.

The City expects thoughtful consideration of all of the above Diversity in Employment and Contracting criteria in the preparation of proposals. The City will enforce all diversity in workforce and M/W/ESB commitments submitted by the successful Proposer, and the successful Proposer will be required to submit a completed Monthly Subconsultant Payment and Utilization Report to ensure that subconsultants are utilized to the extent originally proposed and submitted in its proposal. The successful Proposer will not be permitted at any time to substitute or add a subconsultant without the prior written approval of the Purchasing Agent. ALL subconsultants, including M/W/ESB firms, and first tier subconsultants shall be reported on the Monthly Subconsultant Payment and Utilization Report as well as contract amounts and payments. For reference, a copy of this form may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851> .

6. PROPOSED COST

The City does not anticipate incurring any direct cost associated with referring these accounts to the successful Proposer, as successful Proposer will recover their costs and profit through the 25% collection fee (ORS §697.105), except where prohibited by law.

The proposal for the named collection services should include appropriate explanations if the Proposal charges will increase or decrease after a certain volume is reached.

7. SUPPORTING INFORMATION

Supporting material must include a minimum of three (3) references, and may include other information pertinent to the project or work to be performed. References must include the contact person's name, agency, address, phone number, their role in the project (e.g., project manager, etc.), name of the project and when the work was done.

Other supporting material should include:

- Sample pre-collection letters suitable for use,
- Sample reports for quarterly, monthly and annual reporting as listed in Section I.B.3,
- A copy of relevant Code(s) or standards of conduct for Proposer's staff.

PART III

PROPOSAL EVALUATION

SECTION A

PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA SCORING

Each proposal shall be evaluated on the following evaluation criteria, weighting and maximum points, as follows:

Criteria		Maximum Score
a.	Cover Letter	0
b.	Project Team	10
c.	Proposer's Capabilities	30
d.	Project Approach and Understanding	30
e.	Diversity in Employment and Contracting	15
f.	Proposed Cost	5
g.	Supporting Information	10
Total Points Available		100

2. PROPOSAL REVIEW

An evaluation review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals each of the committee members will evaluate each proposal in accordance with the criteria and point factors listed above. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in evaluating proposals.

The successful Proposer shall be selected by the following process:

- An evaluation committee will be appointed to evaluate submitted written proposals.
- The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- The committee will require a minimum of **10** working days to evaluate and score the written proposals.
- A short list of Proposers, based on the highest scores, may be selected for oral interviews if deemed necessary. The City reserves the right to increase or decrease the number of Proposers on the short list depending on the scoring and whether the Proposers have a reasonable chance of being awarded a contract.
- If oral interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.

All communications shall be through the contact(s) referenced in Part II, Section A.2 of the RFP. At the City's sole discretion, communications with members of the evaluation committee, other City staff or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

For contracts over \$100,000, the evaluation committee's recommendation for contract award will be submitted to the Portland City Council for approval. The City has the right to reject any or all proposals for good cause, in the public interest.

NOTE: In the City's discretion, litigation between the City and a Proposer shall be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers concerned about possible

rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

3. CLARIFYING PROPOSAL DURING EVALUATION

During the evaluation process, the City has the right to require any clarification or change its needs in order to understand the Proposer's view and approach to the project and scope of the work.

SECTION B

CONTRACT AWARD

1. CONSULTANT SELECTION

The City will negotiate and, if successful, award a contract to the highest scoring Proposer. Should the City not reach a favorable agreement with the highest scoring Proposer, at the City's sole discretion, the City shall terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached. A consultant selection process will be carried out under Portland City Code Chapter 5.68.

2. CONTRACT DEVELOPMENT

The proposal and all responses provided by the successful Proposer may become a part of the final contract. The form of contract shall be the City's Contract for PTE Services.

3. AWARD REVIEW AND PROTESTS

REVIEW:

Following the Notice of Intent to Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret and meeting the requirements of ORS 192.501(2) will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

PROTESTS OF CONTRACT AWARDS:

Protests may be submitted to the Purchasing Agent only for contracts in excess of the formal limit established by the City Auditor (reference <http://www.portlandonline.com/omf/index.cfm?a=74585&c=27353>), and only from those Proposers who would receive the contract if their protest were successful.

Protests must be received by the Purchasing Agent within seven (7) calendar days UNLESS OTHERWISE NOTED following the date of the City's Notice of Intent to Award was issued. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was mis-scored or show how the selection process deviated from that described in the solicitation document. The contract award process will be put on hold until the protest has been resolved.

Timely protests must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The Purchasing Agent may waive any procedural irregularities that had no material affect on the selection of the proposed contractor, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the bureau to cancel the solicitation and begin again to solicit new proposals. In the event the matter is returned to the evaluation committee, the Purchasing Agent shall issue a notice canceling the Notice of Intent to Award.

Decisions of the Purchasing Agent are final and conclude the administrative appeals process.

EXHIBIT A

CITY OF PORTLAND PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES FIRST TIER SUBCONSULTANT DISCLOSURE FORM

CITY PTE DISCLOSURE REQUIREMENTS

The City's disclosure program was adopted to document the use of subconsultants on City projects over \$100,000; particularly Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs).

This Request for Proposal requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first-tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about such subconsultants:

- 1) The subconsultant's contact information
- 2) State of Oregon M/W/ESB designation
(*Verify certification status with the Office of Minority, Women and Emerging Small Business at <http://eqov.oregon.gov/DCBS/OMWESB/index.shtml>*)
- 3) The proposed scope or category of work that the subconsultant will be performing
- 4) The amount of the subconsultant's contract

If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "**NONE**" on the accompanying form.

ATTACHMENTS: Form 1: City of Portland PTE First Tier Subconsultant Disclosure Form

**CITY OF PORTLAND
PTE FIRST TIER SUBCONSULTANT DISCLOSURE FORM
(FORM 1)**

This Request for Proposal requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about that subconsultant.

Proposer Name: _____ **Proposed Cost:** _____

RFP Number: _____ **Project Name:** _____

SUBCONSULTANT INFORMATION (Please Print)	M/W/ESB	SCOPE/TYPE OF WORK	SUBCONTRACT AMOUNT
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$
Firm Name: Phone #: Fax #:			\$

NOTE:

- 1) If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "NONE" on this form.
- 2) All subconsultants with contracts \$10,000 or over must be listed on this form. Leave M/W/ESB column blank if firm is not confirmed certified through the *State of Oregon Office of Minority, Women and Emerging Small Business*: <http://egov.oregon.gov/DCBS/OMWESB/index.shtml>.