

**AGREEMENT BETWEEN
CITY OF PEORIA, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this 3 day of April, 2020 ("Effective Date") by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 ("PRC"), and the City of Peoria, an Illinois municipal corporation, with an address at 419 Fulton Street, Peoria, IL 61602 ("COMMUNITY").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance 17,723, (the "Ordinance") the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the COMMUNITY; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the COMMUNITY adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the COMMUNITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the "Properties"), so that the COMMUNITY can properly address violations of the COMMUNITY's property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the COMMUNITY; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. PRC will cite the COMMUNITY's Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in Exhibit "A". PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the COMMUNITY, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.

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- c. PRC will charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions.
- d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the COMMUNITY's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the COMMUNITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
 - b. **INDEMNIFICATION BY COMMUNITY.** COMMUNITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by COMMUNITY to timely respond to a public records request.
3. **TERM and TERMINATION.** This Agreement shall terminate one (1) year from the Effective Date. This Agreement can be renewed for two (2) additional one (1) year terms upon the mutual agreement of both parties.

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- a. **TERMINATION FOR DEFAULT.** In the event that either party (the “Defaulting Party”) shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
 - b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
- a. Key Policy Document
 - b. COMMUNITY Ordinance No. 17,723, entitled “Ordinance creating Article X (Foreclosure Registration)”, dated: November 5, 2019.
 - c. Request for Proposal Bid # 49-19 and PRC’s response
5. **INSURANCE.**
- a. PRC shall maintain the following insurance policies:
 - Statutory Worker’s Compensation
 - Comprehensive General Liability
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00
 - Automobile Public Liability and Property Damage
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00
 - b. **Insurance Inclusions** – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.
 - c. **Contractual Liability** – The insurance required above shall include contractual liability insurance coverage.
 - d. **Certificates of Insurance** – Certificates of insurance acceptable to the COMMUNITY indicating insurance required by the Agreement is in force shall be

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filed with the COMMUNITY prior to contract approval by the COMMUNITY. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the COMMUNITY.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three (3) years from final payment. Such records shall be subject to audit by the COMMUNITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the COMMUNITY on business days only and during normal working hours. PRC shall comply with all Illinois Public Records Act requirements.
8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: City of Peoria
419 Fulton Street
Peoria, IL 61602
Telephone No. (309) 494-8524
Attention: _____

PRC: David Mulberry, President/CIO
2725 Center Place
Melbourne, FL 32940

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Telephone No. (321) 421-6639

Facsimile No. (321) 396-7776

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

11. **ORDINANCE VIOLATION DATA.** If the COMMUNITY chooses to cite ordinance violations upon a property registered pursuant to this Agreement, the Community shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.
12. **PUBLICITY.** During year one (1), PRC will not use the COMMUNITY for marketing purposes but shall use the COMMUNITY name as part of the website application and for compliance warnings for Registrants. In year two (2) of the Agreement, PRC may include COMMUNITY's name and general case study information within PRC's marketing materials and website.
13. **COMMUNITY LOGO.** COMMUNITY shall provide the COMMUNITY's logo to PRC for the purposes as set forth in 1(a) and shall be used per City of Peoria style guide.
14. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
15. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
16. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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17. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
18. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
19. **WAIVER.** Any failure by COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
20. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
21. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois.
22. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
23. **ENTIRE AGREEMENT.** This Agreement and the documents described in Section 4 Contract Documents represent the entire and integrated agreement between the COMMUNITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF PEORIA, ILLINOIS

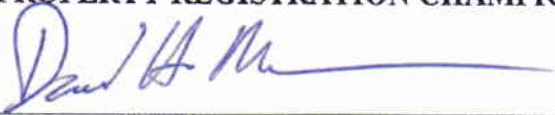


Patrick Vozel
City Manager

Name, Title

Date: 4/6/2020

PROPERTY REGISTRATION CHAMPIONS, LLC



David Mulberry, President/CIO

Date: 4/3/2020

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

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Exhibit "A"

Key Policy Requirements

Foreclosure:

Ordinance No. 17,723*

Registration Fee	\$300
Late Fee	Recurring 20% of Registration and Renewal Fee every 30 days
Registration Triggers	- Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	6 months
Org Exemptions	Governmental entities
Property Exemptions	N/A
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	Report change of info within 10 days. The transferee is responsible for any and all previous unpaid fees, fines, and penalties.
Start Date for Registrations	

* This does not apply to Chapter 5, Article VIII, only Chapter 5, Article X.

ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

ⁱⁱⁱ REO – Real Estate Owned

A. Title Page



COPY

**RFP
REQUEST FOR PROPOSALS
FOR CITY OF PEORIA
FORECLOSED PROPERTY REGISTRY
(BID #49-19)**

Issue Date: December 10, 2019

Proposals Due: No later than 2 P.M. CST, January 6, 2020

Submitted by:

Property Registration Champions, LLC dba PROCHAMPS

Federal Tax ID Number: 82-1869488

Mr. David Mulberry, President/CIO

2725 Center Place

Melbourne, FL 32940

(321) 421-6639

dmulberry@prochamps.com

*2725 Center Place
Melbourne, FL 32940*



B. Brief History and Description

PROCHAMPS has over a decade of experience in the development, implementation, and management of property registration for communities around the nation. In that time, PROCHAMPS has partnered with 237 communities across 11 states, identified nearly 1 million registration obligations and facilitated the registration of nearly 1 million properties from over 10k different mortgage banking and servicing entities. Since inception, PROCHAMPS has remitted over \$125 million in registration fees to its partner communities. Last calendar year alone, PROCHAMPS identified and collected over 100,000 property registrations in hundreds of communities across the United States. Through its services, PROCHAMPS provides municipalities with significantly improved property registration compliance rates and incremental revenue with no out-of-pocket cost.

Utilizing over 10 years of property registration experience, PROCHAMPS has built a proprietary database with thousands of responsible party organizations and their respective contacts. PROCHAMPS leverages this experience, its relationships, and database to communicate the details and requirements of your community's ordinance, non-compliance, citizen complaints, and notices of violations and quickly achieve high rates of compliance.

PROCHAMPS has a track record of onboarding new programs in less than 30 days and achieves 85% or better compliance within the first contract term.

PROCHAMPS has already identified nearly 3,000 properties that are in some state of foreclosure or that are bank owned in the County. PROCHAMPS will bring its best in class platform, experts, and best practices to bear for the City and quickly drive the same levels of high compliance for properties meeting the City's registration requirements.



C. Technical Proposal

a. Signed Letter of Transmittal

Property Registration Champions, LLC
 dba PROCHAMPS
 2725 Center Place
 Melbourne, FL 32940
 T: (321) 421-6639
 F: (321) 396-7776
 dmulberry@prochamps.com

January 6, 2019

CITY OF PEORIA
 Purchasing Department
 City Hall, Room 108
 419 Fulton Street
 Peoria, IL 61602-1276

***RE: Request for Proposal – City of Peoria Foreclosed Property Registry
 (BID #49-19)***

Dear Sir/Madam:

Property Registration Champions, LLC dba PROCHAMPS, a Florida limited liability company with Federal Tax ID Number 82-1869488, would like to announce its interest in managing the project as described in ***Request for Proposal – City of Peoria Foreclosed Property Registry (BID #49-19)***. PROCHAMPS will meet or exceed all Technical Requirements including, but not limited to, those specified in the Request for Proposal.

PROCHAMPS has the experience and an understanding of the services to be performed for the City of Peoria. PROCHAMPS is currently partnered with hundreds of communities across eleven (11) states (California, Delaware, Florida, Georgia, Kansas, New Jersey, New York, Pennsylvania, Illinois, Wisconsin, and Washington) and have been assisting communities since 2009 in administering their foreclosure, abandoned, vacant, and/or rental property registrations in accordance with their enacted ordinances. The objective is to gain compliance with these ordinances so that the community can utilize PROCHAMPS software to battle neighborhood blight.

PROCHAMPS is willing to execute a standard agreement with the City of Peoria, Illinois, and will comply with all terms and conditions set forth in the ***Request for Proposal - City of Peoria Foreclosed Property Registry (BID #49-19)***.

Sincerely,



David Mulberry
 President/CIO

2725 Center Place
 Melbourne, FL 32940



Primary contact information including (name, position, address, phone number and email)

The primary contact for PROCHAMPS will be:

David Mulberry, President/CIO
Property Registration Champions, LLC dba PROCHAMPS
2725 Center Place
Melbourne, FL 32940
Tel: (321) 421-6639
dmulberry@prochamps.com

*2725 Center Place
Melbourne, FL 32940*



b. History and Experience

Firm History

PROCHAMPS has over a decade of experience in the development, implementation, and management of property registration for communities around the nation. In that time, PROCHAMPS has partnered with 237 communities across 11 states, identified nearly 1 million registration obligations and facilitated the registration of nearly 1 million properties from over 10,000 different mortgage banking and servicing entities. Since inception, PROCHAMPS has remitted over \$125 million in registration fees to its partner communities. Last calendar year alone, PROCHAMPS identified and collected over 100,000 property registrations in hundreds of communities across the United States. Through its services, PROCHAMPS provides municipalities with significantly improved property registration compliance rates and incremental revenue with no out-of-pocket cost.

Utilizing over 10 years of property registration experience, PROCHAMPS has built a proprietary database with thousands of responsible party organizations and their respective contacts. PROCHAMPS leverages this experience, its relationships, and database to communicate the details and requirements of your community's ordinance, non-compliance, citizen complaints, and notices of violations and quickly achieve high rates of compliance.

PROCHAMPS has a track record of onboarding new programs in less than 30 days and achieves 85% or better compliance within the first contract term.

PROCHAMPS has already identified approximately 650 properties that are in some state of foreclosure or that are bank owned in the City. PROCHAMPS will bring its best in class platform, experts, and best practices to bear for the City and quickly drive the same levels of high compliance for properties meeting the City's registration requirements.

Firm Background and Experience

PROCHAMPS is qualified and able to provide all the services, equipment, personnel, and supervision necessary to develop, record, and administer the registration and de-registration program for the City, within the guidelines set forth in SECTION 2. *Scope of Work*.

The PROCHAMPS property registration program operations are a combination of experienced people, proven processes, and leveraged technology. Operational responsibilities are separated into 5 teams. The 5 teams represent specific areas of discipline and expertise:

The City will be supported by PROCHAMPS across the following teams:



- **Account Management Team**

The account management team consists of a "Relationship Manager", "Account Manager" and a "Program Advisor". These resources will establish an ongoing relationship with the City and will help facilitate the successful implementation and ongoing success of the property registration program.

The account management team will regularly touch base with the City to ensure expectations are being met, that communication and reporting are effective, and that PROCHAMPS is collaborating as necessary.

The account management team will also serve as an escalation point for the City to resolve any ongoing concerns.

- **Legal Team**

PROCHAMPS' in-house legal team collaborates with the City's legal counsel to ensure proper application of the ordinance and ensures all PROCHAMPS policies and terms and conditions reconcile with City expectations.

The legal team confirms PROCHAMPS' business rules are correctly configured for use by the PROCHAMPS platform and compliance team in the proper determination of the registration obligation for the pursuit of compliance and, if necessary, enforcement action by the City.

The legal team reviews registration results and responsible party participation to determine improvements to "best practices" that an ordinance can contain, and communities can practice, to maximize ongoing ordinance effectiveness and benefits to the City.

The legal team reviews the form and substance of notifications to responsible parties to assure compliance with regulations and ensure acceptance by courts in enforcement cases.

- **Compliance Team**

The primary responsibilities of the compliance team are to (i) confirm the PROCHAMPS platform is collecting and analyzing all available evidence that may create a registration obligation, (ii) when necessary, review and confirm evidence to ensure an accurate understanding of the registration obligation, and (iii) pursue ongoing compliance of every property where there is evidence of a registration obligation.

The compliance team also confirms that each registration obligation starts, renews, and ends in accordance with corresponding community ordinance requirements.



- **Support Team (Government and Responsible Parties)**

The primary function of the support team is to resolve issues that any customer of PROCHAMPS may have in a swift and professional manner. The support team works with both government staff and responsible parties across all our partnered communities through every aspect of the registration program and every phase of the registration process. They respond to all telephone, email, or live-chat inquiries. The support team also works to resolve registration payment, remittance, and technical issues and assures property payment application and reconciliation.

The support team will work diligently to promote positive relationships with both the City and responsible parties. This includes, providing training on all aspects of the registration program, on-line consultation, assistance with report generation and analysis, and collaboration towards improvement of compliance concerns.

- **Information Technology Team**

The IT team is responsible for building and maintaining PROCHAMPS, our best in class, cloud-based property registration platform. The platform is highly available and resilient and has been proven and improved for over a decade.

The PROCHAMPS platform integrates and analyzes 3rd party and public data sources to make sure PROCHAMPS has a complete and accurate view of all available property evidences that may lead to the determination of a registration obligation.

The IT team will make sure all data sources available for the City are integrated into the PROCHAMPS platform and updated regularly for analysis.

The IT team will evaluate any requests from both the government and responsible parties and proactively assesses ways to make the property registration platform more efficient, more accessible, and easier to use.

The IT team provides custom integration capability allowing registration data to be automatically integrated into the City systems. The IT team can also customize reports or other system aspects as necessary to meet unique requirements from the City.

Each of these PROCHAMPS teams will work together seamlessly to achieve the highest levels of registration compliance while assisting the City and responsible parties.



PROCHAMPS

Through these teams, PROCHAMPS will provide the City with consistent and continuous professional support. This support is designed to reduce the resources required by local government staff in their efforts to pursue compliance and manage their inventory of abandoned and foreclosed properties.

The combined efforts of the experts on these teams maximizes the benefit of best practice legislation, proven processes, and our state-of-the-art PROCHAMPS platform to provide the most effective, experienced, turn-key foreclosure registry program in existence.

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c. A detailed description of the Provider's services and system functionality offered to meet the Scope of Services in this RFP. Such description should reflect a clear understanding of the City of Peoria's Vacant and Foreclosing Property ordinance, with reference to how system functionality would support specific registration requirements in the Ordinance

1. PROCHAMPS will, at all times, act in compliance with the requirements of the City of Peoria's Vacant and Foreclosing Property Registry Ordinance ("Ordinance") (ARTICLE X (FORECLOSURE REGISTRATION) OF CHAPTER 5 (BUILDINGS AND BUILDING REGULATION) OF THE CODE OF THE CITY OF PEORIA) attached to the RFP as Exhibit A.
2. PROCHAMPS will, within (thirty) 30 days of a fully executed contract, provide a web-based automated property registration platform designed to facilitate ease of registration, requests for inspections, and uploading of documents/photos allowing for seamless transactional functionality between responsible parties, PROCHAMPS and City staff.
3. PROCHAMPS will furnish a foreclosing property registration system that is capable of collecting the owner and property-related information and authorizations required by the City's Ordinance.
4. PROCHAMPS will provide the registration of each foreclosed and/or vacant real property in order to enable compliance with the City's enacted ordinance. PROCHAMPS will capture all foreclosed and/or vacant real properties with obligations to register pursuant to the City's enacted ordinance to include the following strategies:
 - i. Utilize data such as: US postal data, property ownership data, tax data and 3rd party vendors to ensure all obligations are assigned for registration.
 - ii. Once identified, PROCHAMPS will notify the appropriate parties of their need to comply with ARTICLE X OF CHAPTER 5 within five (5) business days of processing public notice evidence. In most cases, this notice will be within thirty (30) days of said action. However, as an exception, it will extend beyond 30 days due to a delay in the posting of said action.
5. PROCHAMPS will routinely, systematically, and proactively review property records for the purpose of assigning and notifying responsible parties of the ordinance requirements to include recent conveyances to another party. Once all responsible parties are identified, a repetitive and automated notification is provided to all parties that are linked to the property.
6. PROCHAMPS will make available all forms to property owners and access to all data to the City of Peoria.



7. PROCHAMPS will pay for all expenses related to registration of all foreclosing properties, and all administrative costs and fees related thereto, including but not limited to printing, postage, processing of registration, and site maintenance and upgrades. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the City's remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all Municipalities within the county.
8. PROCHAMPS will charge each property registrant an amount no more than the amount specified by the City of Peoria, as authorized under the City's Ordinance. Please refer to Section G for proposal of late fee.
9. PROCHAMPS will remit on a monthly basis to the City of Peoria the balance of all fees collected from property registrants after deducting its Fees.
10. Registration reports and all registration data related to foreclosure and/or vacant property registration to include fee collection data can be viewed and/or exported to Microsoft Excel for review and analysis at any time. PROCHAMPS provides tutorials and training on how to export reports. Remittance reports will be electronically mailed to the person(s) designated by the City on or about the 15th of each month for the previous month's fee collection.

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d. System self-service reporting and administrative capabilities (e.g. features the City is able to use to monitor compliance with Ordinance, generate reports, and upload documents for reference);

As stated in Section c.10, registration reports and all registration data related to foreclosure and/or vacant property registration to include fee collection data can be viewed and/or exported to Microsoft Excel for review and analysis at any time. PROCHAMPS provides tutorials and training on how to export reports.

Remittance reports are autogenerated and will be electronically mailed to the person(s) designated by the City on or about the 15th of each month for the previous month's fee collection.

The City may submit violations through the PROCHAMPS application. This feature also allows the City to upload supporting documentation such as a violation letter, pictures, etc. PROCHAMPS may also support the uploading of any documentation required in accordance with ARTICLE X OF CHAPTER 5.

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e. System security plan, including a plan for protecting constituent data and securing payment card information

PROCHAMPS will execute a website link agreement with the City and meet all the City's security and anti-viral requirements prior to the commencement of any work.

PROCHAMPS contracts with First Data for all credit card processing and does not store any credit card information or other personal payment information on the customer.

PROCHAMPS only stores public record data or what would be the byproduct of public record data on its servers.

PROCHAMPS takes protective measures to limit data access to only authorized users. All internet-based transactions are encrypted and secured via login. All applications developed internally, are built leveraging Outsystems Platform, that is certified to be compliant with the ISO 27001, ISO 22301 and SOC 2 standards.

All production data stores are housed in highly secure Amazon Web Services (AWS) data centers. see <https://aws.amazon.com/security/> for more info.

Stage and development data are stored on servers at PROCHAMPS Headquarter offices. The building is secured and accessible via security card. The data room inside the Headquarter office is secured and only accessible via security card with limited staff having access. External access to the servers is only possible through a secure VPN.

Note: All registration data and most Obligations to Register (OTR) data can be downloaded by our community partners and in a limited way by authorized Responsible Parties. Once downloaded, PRC has no ability to further secure access to this data.

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f. Information about the personnel who will provide technical support and account services should the contract be awarded to Provider (e.g. title and experience)

Key personnel who will make up the City's Account Management team are:

David Mulberry

- President & CIO
- 8+ years' PROCHAMPS experience, leading business operations and information technology efforts
- 20+ years experiences in IT, process optimization and leading successful private/public government partnerships
- 2725 Center Place, Melbourne, FL 32940

Kevin Sidella

- Sales Director/Account Manager
- 8+ years' PROCHAMPS experience, promoting, guiding and educating all levels of government on the benefits of property registration. K
- Kevin's exemplary sales accomplishments can be directly attributed to his ability to create and nourish relationships at all levels of government. Having established over 100 community partnerships over the past few years, the more telling story is his commitment in helping our community partners effectively manage and reduce blight via these partnerships. Kevin, along with the government support team, are always there to support the relationship long after the ink is dry on the contract whether it be virtually or on site.
- Harrisburg, Pennsylvania

Scott Blasie

- Government Relations Director/Program Advisor
- 9+ years PROCHAMPS experience, working directly with local government staff to ensure peak program performance
- 24+ years' experience as a Code Enforcement Officer/Director and 30+ years active member of Florida Association of Code Enforcement
- Melbourne, Florida

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Key Supporting Personnel:

Rachel Jansen

- In-House Counsel/Legal Director
- 2 years PROCHAMPS experience overseeing the negotiation and execution of government contracts and ordinance implementation. Rachel will ensure accurate implementation of the City of Buffalo's ordinance requirements into the PROCHAMPS system and will be the main point of contact to answer any questions about the ordinance or contract down the line.
- While in law school, Rachel gained experience working with various companies in the contract negotiation and drafting process. Additionally, she has experience working on both the local government side and business side to see contracted projects through to completion.
- 2725 Center Place, Melbourne, FL 32940

Danielle Kieselhorst

- Compliance Director
- 2 years PROCHAMPS experience as Compliance Director, Danielle is responsible for overseeing all activities pertaining to determining obligations to register and related quality control. Danielle will also assist the Account Management Team as needed.
- 7+ years' prior experience working in the property registration department for a mortgage servicer and also has experience working for a property registration vendor. Duties performed in these roles included: registering properties on behalf of the mortgage servicer and clients, performing in-depth analysis of municipality registration ordinances to ensure compliance, generating reports and analyzing data to determine risk exposure, assisting in department policy and procedure development, and managing special projects pertaining to registration compliance.
- 2725 Center Place, Melbourne, FL 32940

Juana "Angel" Esindu

- Support Director
- 5+ years PROCHAMPS experience, providing leadership, human resource management and customer service to employees and executive team.
- 20+ years in the customer service profession, with 10 years of selected government service. In addition, BA in Psychology and 30+ completed credits in master's level Human Service Counseling.
- 2725 Center Place, Melbourne, FL 32940



g. A fee/pricing schedule for services

PROCHAMPS has a very unique vendor relationship with its community partners, in that, they never get bills from us. Our program would come to the City of Peoria at zero out-of-pocket expense to the City. We will construct for you a cloud-based registration program and code enforcement tool completely at our expense. We will also train your staff on how to utilize the software to combat neighborhood blight at our expense.

PROCHAMPS will then collect registrations on behalf of the City of Peoria and charge a fee ("Fee") as directed by the City to each registering party ("Registrant") to register all mortgagees required under the Ordinance. PROCHAMPS shall retain one hundred dollars (\$100.00) of each collected fee and remit the balance to the City each month. Additionally, PRC shall collect all applicable late fees that are owed per the Ordinance, retaining twenty percent (20%) of the fee, and remit the balance to the City pursuant to the monthly remittance schedule. PRC shall forward payment of the City's portion of the Fee and any applicable late fees to the City's finance department no later than the fifteenth (15th) day of the following month.

Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PROCHAMPS within the county at that time. If there is a change in the number of communities partnered with PROCHAMPS in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.

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h. A proposed project schedule and timeline for providing services after execution of agreement

Stage 1 - Program Onboarding

Once the City commits to partnering with PROCHAMPS, the registration program onboarding process begins. This process consists of the following activities:

- **Load Ordinance and Review with the City**
 - The governing ordinance will be analyzed by the Legal Team and converted into business rules, policies, and procedures.
 - These business rules will be loaded into our Property Registration and Ordinances platform (aka PROCHAMPS) to be used by the system and users through the registration process.
 - The business rules, policies, and procedures will be reviewed with the community to ensure alignment between PROCHAMPS and the City.
- **Collect and Load City Data**
 - Property Appraiser and Property Tax data will be collected from the county where the City resides. This data will be normalized for loading into the PROCHAMPS platform.
 - Standard processes for collecting and normalizing this data will be created so that monthly updates can be loaded into PROCHAMPS.
- **Collect and Load City Registrations**
 - If the City has been collecting registrations directly or through another 3rd party, they will be provided in electronic format to PROCHAMPS.
 - These registrations will be analyzed to determine the best way to load them into PROCHAMPS. The best loading mechanism could be automated and/or manual and is usually a combination of both.
 - Load City Registrations into PROCHAMPS.
- **Configure Remittance**
 - Confirm the timing and appropriate contacts from the City for remittance.
 - Review reports provided and ensure they meet expectations of the City.
 - Configure PROCHAMPS to provide ongoing appropriate and timely remittance.
- **Proactively Review and Assign Candidate Backlog**
 - PROCHAMPS will analyze all properties in the City. Properties will be identified that are subject to a mortgage and involved in a foreclosure action or whereby a mortgagee has taken title to a property through a foreclosure action or deed-in-lieu of foreclosure sale. This analysis will go back at least 5 years to determine if a foreclosure process was started and if it can be determined the foreclosure process has ended.



- In accordance with the governing ordinance, these properties will be analyzed by PROCHAMPS against other property data and business rules to determine if there is an obligation to register. If it is determined there is an obligation, then the property will become a candidate for registration.
- All candidate registrations will be reviewed by the Compliance Team to confirm the registration obligation and assign the appropriate Responsible Parties ("RP").

Stage 2 - Program Maintenance

After the program onboarding process is complete, we move into the maintenance phase of the program. The activities that make up this ongoing maintenance effort include:

- **Ongoing Proactive Compliance Reviews**
 - In order to ensure high levels of compliance the IT team will analyze all newly recorded foreclosure and vacancy activity for all properties not registered (aka Candidates). The Compliance Team will proactively review these candidates and make assignments to Responsible Parties as appropriate.
 - The Compliance Team will proactively review all registrations that have reached their renewal date and require renewal registration. This review will confirm, using the public record, whether there is an ongoing obligation to register or whether the property should have been deregistered prior to renewal.
 - The Compliance Team will proactively review the deregistration of any property to ensure the public record confirms that there is no ongoing obligation to register.
 - When appropriate, Responsible Party-Initiated registrations will be proactively reviewed by the Compliance team to ensure the appropriate start date of the registration. This review prevents Responsible Parties from bypassing required registration obligations.
- **Non-Compliance Notifications and Collections**
 - The Support Team will ensure all Responsible Parties have accurate and current email contacts stored in PROCHAMPS.
 - PROCHAMPS will send automated non-compliance email notifications to the responsible parties of each non-compliant property. These non-compliant notifications are repeated two (2) times over a 45-day window or until the property is registered, whichever comes first.
 - An aggregated list of all non-compliant properties belonging to a specific Responsible Party are sent to their contact monthly.
 - As requested by the City and on a proactive basis, the Support team will proactively work with Responsible Parties that have high levels of non-compliance and discuss with manager or high level contacts within the Responsible Party organization to make sure they understand the non-compliance concern and provide suggestions for ways to improve compliance.



- Collaborative Registration Enforcement
 - PROCHAMPS provides a detailed report of all non-compliant registrations that can be considered for enforcement activities. This report can be printed or exported to Excel or used online.
 - The Government Support Team will work with the City to explore the most efficient and effective enforcement mechanisms.
 - Custom reports, automated formal notices of violation and other collaborative enforcement capabilities can be provided.

- Support
 - The Support Team provides a high level of professional ongoing support via email, phone and live chat to both Government staff and Responsible Parties. This support covers the entire lifecycle of the registration process and all aspects of the PROCHAMPS registration program.
 - All support requests are tracked as tickets to ensure efficient resolution.
 - Through PROCHAMPS, the City has complete visibility into the status and resolution of all support tickets for their City.

- Training
 - PROCHAMPS will work with the City to provide ongoing training in order for all designated employees to understand the program and be proficient in the use of PROCHAMPS.
 - Every other week, PROCHAMPS staff provides online training specifically targeted at Government staff. This class can be attended as often and by as many employees the City deems necessary.
 - As requested, PROCHAMPS can conduct customized on-site or online trainings.

- Remittance and other Reports
 - A monthly remittance report will be prepared and delivered to the contact(s) designated by the community. This report will detail all properties registered and, if necessary, any refunds provided during the month. This report can also be generated at any time by the City from the PROCHAMPS application.
 - At any time, registrations can be printed or exported to Excel from the PROCHAMPS application by the City. These registration reports can be filtered many different characteristics like registration status, foreclosure status, RP, date registered, etc.
 - Up to five (5) custom fields of data can be provided by the City to further enhance these reports. For example, council districts can be loaded in to PROCHAMPS and then can be used to filter only registrations in certain council districts.
 - PROCHAMPS provides these reports in both a tabular as well as a map view. The map view can be helpful when analyzing where most of the registrations are within the community.



PROCHAMPS

- **Program Status Reviews**
 - At least twice a year, the Government Support Team will reach out to the City to ensure expectations are being met, that our communication and reporting are effective, and that we are collaborating as necessary.
 - A report card may be provided for the City to measure our performance across key operational areas.

of the content of this page is intended to be confidential.



i. At least three references of municipal and/or county clients, including name, address, contact person, and telephone number(s)

Village of Bolingbrook, IL

Mr. Stephen Sinnott, Police Sergeant
375 W. Briarcliff Road, Bolingbrook, IL 60440
(630) 226-8600
Partnered since 2019

City of East Peoria, IL

Mr. Ty Livingston, Planning & Development Director
401 W. Washington Street, East Peoria, IL 61611
Tylivingston@cityofeastpeoria.com
(309) 427-7623
Partnered since 2019

City of Elizabeth, NJ

Mr. Eduardo Rodriguez, Director of Planning & Community Development
50 Winfield Scott Plaza, Elizabeth, NJ 07201
ERodriguez@elizabethNJ.org
(908) 820-4160
Partnered since 2016

City of Jacksonville, FL

Mr. Robert Ownby, Housing and Property Administrator
214 N. Hogan Street, 7th Floor, Jacksonville, FL 32202
rownby@coj.net
904-255-8283
Partnered since 2010

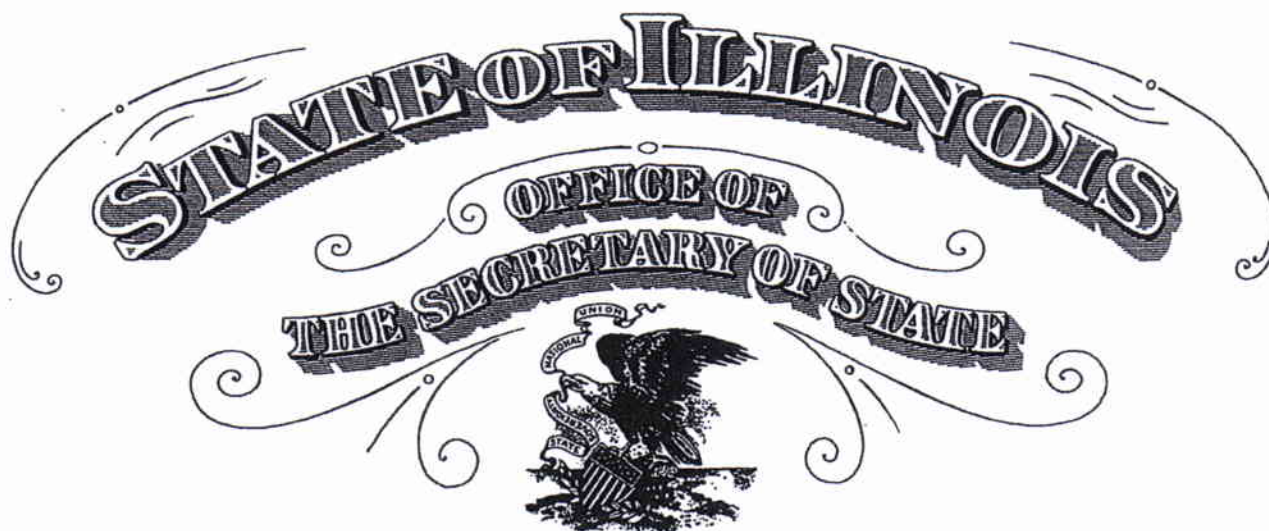
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ADDITIONAL FORMS:

- 1) City of Peoria Proposal Form – Completed and signed
- 2) State of Illinois Certificate of Good Standing for Property Registration Champions LLC
- 3) Copy of Employer Report Form CC-1 – Completed and submitted to the City of Peoria-
Equal Opportunity Office with \$50 processing fee

File Number 0639028-5



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

PROPERTY REGISTRATION CHAMPIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON DECEMBER 28, 2017, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 27TH day of DECEMBER A.D. 2019 .



Authentication #: 1936101304 verifiable until 12/27/2020

Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE

SECTION VI. WORKFORCE INFORMATION (FULL TIME ONLY)

SEE THE INSTRUCTIONS BEFORE COMPLETING THIS SECTION.

JOB CATEGORIES	OVERALL TOTALS		WHITE (Not of Hispanic Origin)		BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
	M	F	M	F	M	F	M	F	M	F	M	F
Office & Managers	5	3	4	2	1	0	1	0	0	0	0	0
Professionals												
Technicians												
Sales Workers	2	0	2	0	0	0	0	0	0	0	0	0
Office & Clerical	10	20	7	17	0	0	1	3	0	1	2	0
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL	17	23	13	19	1	0	2	3	0	1	2	0


M= MALE F=FEMALE

SECTION VII. GENERAL INFORMATION

1. DESCRIBE THE GOODS OR SERVICES PROVIDED BY THE EMPLOYER.	PROCHAMPS partners with communities to provide a web-based platform for registration of at-risk properties such as Foreclosure, Vacant, Long-Term and Short-Term Rental properties.	
2. IS IT THE COMPANY'S POLICY TO RECRUIT, HIRE, TRAIN, UPGRADE, PROMOTE, AND DISCIPLINE PERSONS WITHOUT REGARD TO RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, VETERAN STATUS, AGE, MENTAL AND/OR PHYSICAL DISABILITY?	YES	NO
3. HAS THE COMPANY DEVELOPED A WRITTEN AFFIRMATIVE ACTION PLAN?		X
4. HAS THE COMPANY DEVELOPED A WRITTEN SEXUAL HARASSMENT POLICY STATEMENT? ATTACH A COPY IF THIS IS THE FIRST TIME APPLYING FOR AN EEO CERTIFICATION NUMBER.	X	
5. HAS THE COMPANY NOTIFIED ITS ADVERTISING AND RECRUITMENT SOURCES THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER?	X	
6. HAS THE COMPANY BEEN CERTIFIED AS A MINORITY, WOMAN OR DISADVANTAGED BUSINESS ENTERPRISE BY A STATE OR FEDERAL AGENCY? CHECK STATUS ___ MBE ___ WBE ___ DBE ATTACH COPY IF NOT PREVIOUSLY SUBMITTED.		X
7. DOES THE CONTRACTOR UNDERSTAND AND AGREE THAT IT IS ILLEGAL TO MAINTAIN SEGREGATED FACILITIES FOR ANY OF ITS EMPLOYEES ON THE BASIS OF RACE, RELIGION, COLOR, NATIONAL?	X	
8. HAS THE COMPANY EVER BEEN DISQUALIFIED FROM CONDUCTING BUSINESS WITH A LOCAL, STATE, OR FEDERAL AGENCY? IF SO, PLEASE PROVIDE DATES AND THE REASONS FOR DISQUALIFICATION		X

SECTION VIII. CERTIFICATION

I certify that the information provided in this report, and in any attachments thereto, is true and accurate to the best of my knowledge and belief. The employer filing this report agrees that all applicable ordinances and administrative policies, procedures regulating affirmative action and equal employment opportunity are hereby incorporated by the individual authorized to sign this form on behalf of the employer.

SIGNATURE 	PRINT NAME & TITLE David Mulberry, President/CIO	TELEPHONE NUMBER (321) 421-6639	DATE Dec. 27, 2019
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EMPLOYEE CONDUCT

ABSENTEEISM AND TARDINESS

Regular attendance is important to the smooth operation of PROCHAMPS. If you are late or absent, it places a burden on other employees and may impact productivity, customer satisfaction and team morale.

You are expected to be reliable and punctual by reporting to work on time and as scheduled. If you know that you will be absent or late arriving for work, notify your supervisor directly as soon as possible. In most circumstances, you should notify your supervisor within the first 30 minutes of your work shift each day of your absence, unless you have been granted a leave of absence. If you fail to report to work and do not call in the absence is considered a no-call/no-show (NCNS) and is a serious matter. The first instance of a NCNS will result in a final written warning. The second offense may result in termination of employment with no additional disciplinary steps. A NCNS lasting three or more days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three or more consecutive workdays due to personal illness, you may be required to provide a statement from your healthcare provider, unless state or local law provides otherwise, before you will be permitted to return to work. Failure to properly report your absences may be considered a voluntary resignation of your position.

ANTI-HARASSMENT

PROCHAMPS and Insuperity are committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, including supervisors, co-workers, vendors, contractors, customers or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, PROCHAMPS and Insuperity will promptly take any necessary and appropriate disciplinary action.

PROCHAMPS and Insuperity will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term "harassment" includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation.

CITY OF PEORIA

P R O P O S A L

The executing of this form certifies understanding and compliance with the total proposal package.

PROPOSAL SUBMITTED BY:

Property Registration Champions, LLC dba
PROCHAMPS

Company

2725 Center Place

Address

Melbourne

FL

32940

City

State

Zip

(321) 421-6639

Daytime Telephone #

(321) 421-6639

After Hour Telephone #

David Mulberry

Contact Person (Please print or type)

dmulberry@prochamps.com

Email

David Mulberry

Name of Authorized Agent or Officer

President/CIO

Title


Signature of Authorized Agent or Officer

December 27, 2019

Date

PLEASE MARK ENVELOPE: BID # 49-19

2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
 - a. Submission to such conduct is an explicit or implicit term or condition of employment;
 - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or
 - c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Complaint Procedure

PROCHAMPS and Insuperity provide you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware his or her conduct is offensive and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor, manager or company owner and the Insuperity Anti-Harassment Hotline number at 844-677-3030^(S). We cannot resolve a harassment or discrimination problem, unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

When you call the Insuperity Anti-Harassment Hotline, please be sure to leave your name, Insuperity employee identification number or the last four digits of your social security number, and the name of the client company for which you work. If you wish to make an anonymous complaint, you may do so. However, the scope of our investigation may be limited based on the information you provide.

Confidentiality

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

Investigative Procedure

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, PROCHAMPS and Insuperity will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy.

INVITATION TO PROPOSE
City of Peoria Foreclosed Property Registry
BID #49-19



ISSUED BY

CITY OF PEORIA, ILLINOIS
DIVISION OF PURCHASES

City of
PEORIA

Sealed bids will be received at the office of the
Purchasing Manager, Room 108, City Hall,
419 Fulton Street, Peoria, Illinois until 2:00 P.M.

Monday, January 6, 2020
for furnishing the materials, or services
described herein.

PLEASE RETURN ENTIRE
DOCUMENT AS YOUR BID.

SUBMITTED BY:

See Instructions to Bidders

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COSTS - Unit costs must be clearly identified for each component requested by the RFP document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his authorized representative.

SIGNATURES - Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

INVESTIGATION - Proposer shall make all investigations necessary to thoroughly inform itself regarding the supplies and/or service to be furnished in accordance with the RFP. No plea of ignorance by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Proposer.

EQUAL EMPLOYMENT OPPORTUNITY - To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, County of Peoria and/or the Peoria Park District **must** be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Manager. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* The form may be requested on-line from the City's website (<http://www.peoriagov.org/equal-opportunity-forms>). Click on Government > Other Departments > Equal Opportunity > then select "Employer Report Form CC-1". The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Manager
419 Fulton St.
Peoria, IL 61602
(309) 494-8530 Voice**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form Cc-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a proposal. The EEO Certification Number is only required prior to the award of the contract.

SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the Respondent's request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

RESPONSES - A response is requested of all Proposers even if it is a "no response".

CONTRACT TERMS

TAXES - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.

CITY'S AGENT- The City of Peoria's Purchasing Manager shall represent and act for the City in all matters pertaining to the RFP and contract in conjunction thereto.

PATENTS - The successful Proposer agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

HUMAN RIGHTS ACT - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

NON-COLLUSION - With the executing of this RFP, the Proposer is certifying to non-collusion in the preparation and submittal. The response must be properly executed by the Proposer or the response will not be considered for selection.

DEFAULT - In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.

CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City manager...and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

PRICES SPECIFIED - The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.

DELINQUENT PAYMENT - By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

PERMITS AND LICENSES - The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

INSURANCE - The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

Contractor's Insurance – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00
- Automobile Public Liability and Property Damage
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage.

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Proposers".

GOVERNING – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

AFFIRMATIVE ACTION REQUIREMENTS - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

"The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

Contractor's Insurance – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability

Combined Single Limit	\$1,000,000.00
Property Damage	\$1,000,000.00
- Automobile Public Liability and Property Damage

Combined Single Limit	\$1,000,000.00
Property Damage	\$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage.

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Proposers".

GOVERNING – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

AFFIRMATIVE ACTION REQUIREMENTS - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

"The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

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**CITY OF PEORIA FORECLOSING PROPERTY REGISTRY
RFP NO: 49-19**

SECTION 1. INTRODUCTION

The City of Peoria has faced challenges with property foreclosures and holding those those who are responsible for the care and condition of those properties accountable. In order to address this problem, the City enacted its Vacant and Foreclosing Property Registry Ordinance ("Ordinance"), which establishes a program for identifying, registering, and regulating vacant or foreclosing residential, industrial, and commercial buildings.

The City seeks proposals from service providers ("Providers") to provide for the **management of registration of foreclosing properties** in order to enable compliance with the City's Ordinance. Please note that vacant properties will be managed under the current, City-managed program.

SECTION 2. SCOPE OF WORK

A. General

1. Provider will, at all times, act in compliance with the requirements of the City of Peoria's Vacant and Foreclosing Property Registry Ordinance ("Ordinance") (ARTICLE X (FORECLOSURE REGISTRATION) OF CHAPTER 5 (BUILDINGS AND BUILDING REGULATION) OF THE CODE OF THE CITY OF PEORIA), attached hereto as Exhibit A.
2. Within 30 days of a fully executed contract with the City of Peoria, Provider shall provide a website and technical support for the electronic and manual registration of each of the City's foreclosing properties in compliance with its Ordinance.
3. Provider shall furnish a foreclosing property registration system that is capable of collecting the owner- and property-related information and authorizations required by the City's Ordinance.
4. Provider shall proactively contact those who file a public notice of default, foreclosure action, and/or take title to real property via foreclosure or any other legal means within 30 days of said action to provide notice of the City's Ordinance registration requirements.

5. Provider shall identify properties required to be registered under the Ordinance by proactively tracking foreclosure filings within the City of Peoria.
6. Provider shall make available all forms to property owners and access to all data to the City of Peoria i.
7. Provider shall pay for all expenses related to registration of all foreclosing properties, and all administrative costs and fees related thereto, including but not limited to printing, postage, processing of registration, and site maintenance and upgrades. In its proposal, Provider shall identify and quantify the cost of such expenses.
8. Provider shall charge each property registrant an amount no more than the amount specified by the City of Peoria, as authorized under the City's Ordinance. Provider to propose any penalties or other charges associated with late or nonpayment.
9. On a monthly basis, Provider shall remit to the City of Peoria the balance of all fees collected from property registrants after deducting Provider Fees.
10. Provider shall furnish the City with property registration reports and system access necessary to maintain effective enforcement of its Ordinance. In its proposal, Provider shall describe the degree to which designated City employees are able to generate system reports and maintain administrative access.

B. Minimum Qualifications

1. Provider must be authorized to do business in the state of Illinois.
2. Provider must have at least three (3) years of experience in the management of vacant and/or foreclosing property registration and collection/management of funds. Or equivalent skill through similar work.

C. Representations and Other Requirements

The following requirements will be made a part of any agreement entered into between the City and selected Provider:

1. In addition to the City's right to terminate under "contract terms" (page 5), the City reserves the right to terminate the contract in its entirety or in portions for any reason upon written notice to Provider.
2. Provider may be required to provide regular periodic status reports as shall be requested by the City. Provider shall provide copies of said reports to its designated representatives if the City so requests. In addition, Provider may be required to prepare reports for the City's auditors, within the time frame set forth, when requested to do so.
3. Provider shall maintain a full and complete books and records of accounts in accordance with acceptable accounting practices. Such books and records shall at all times be available for audit and inspection by the City's Finance Director or designee.
4. Provider shall promptly provide response to any record or information requests from the City's Freedom of Information Act (FOIA) Officer.
5. All documents, records, applications, files, and other materials provided in connection with the services rendered under the agreement between the selected candidate and the City shall be the property of the City and shall be provided to the City within seven (7) business days, upon the City's request and/or the termination of this agreement.
6. The City shall have the right to audit the books, records, and account that are related to the agreement upon fifteen (15) days written notice to the selected candidate.

SECTION 3. CONTRACT TERM

The contract between the City of Peoria and Provider shall be effective for [REDACTED] [REDACTED] from the date of execution of the agreement. Upon mutual agreement of the parties, the contract may be extended for two (2) additional one (1) year terms.

SECTION 4. PROPOSAL REQUIREMENTS

The purpose of proposal submission is to demonstrate the qualifications, competence, and capacity of the Provider seeking to provide services to the City

of Peoria. As such, the substance of the proposal will carry more weight than the form or manner of presentation.

The following material and information is required to be provided by the due date in order for the proposal to be considered:

A. Title page showing the RFP subject, Provider's name, address, and telephone number, contact person, and proposal date.

B. Brief history and description of the Provider's business.

C. Technical proposal addressing all points outlined in the RFP. The Technical Proposal should provide a straightforward, concise description of the Provider's capabilities as follows:

a. Signed letter of transmittal summarizing the Provider's understanding of the services to be performed and why the Provider believes it is the best qualified to perform the services;

b. Provider's history and experience providing similar services to municipalities and/or counties;

c. A detailed description of the Provider's services and system functionality offered to meet the Scope of Services in the RFP. Such description should reflect a clear understanding of the City of Peoria's Vacant and Foreclosing Property ordinance, with reference to how system functionality would support specific registration requirements in the Ordinance;

d. System self-service reporting and administrative capabilities (e.g. features the City is able to use to monitor compliance with Ordinance, generate reports, and upload documents for reference);

e. System security plan, including a plan for protecting constituent data and securing payment card information;

f. Information about the personnel who will provide technical support and account services should the contract be awarded to Provider (e.g. title and experience);

g. A fee/pricing schedule for services;

h. A proposed project schedule and timeline for providing services after execution of agreement;

i. At least three references of municipal and/or county clients, including name, address, contact person, and telephone number(s);

SECTION 5. SELECTION OF PROVIDER

The award of contract for the services described herein shall be based upon the Provider's qualifications and proposed services. An evaluation team will be used to review all submitted proposals using set criteria. This evaluation team may consist of members of the Legal, Community Development, Finance Departments, as well as additional staff and local stakeholders, as needed.

Proposals will be evaluated on the basis of the following criteria with the assigned point values (out of 100):

- A. Qualifications and related experience (40 points).
- B. The Fees and Price proposed by the Consultant (20 points).
- C. Consultant's references and past performance in delivering the proposed Services in an effective and efficient manner (20 points).
- D. Quality and completeness of proposals submitted (10 points).
- E. Advantages and disadvantages to City of Peoria that could result from the proposal (10 points).

The City of Peoria may also take into account any other factors it deems necessary in evaluating each proposal, and may interview any or all Providers before selecting the winning proposal.

CITY OF PEORIA

PROPOSAL

The executing of this form certifies understanding and compliance with the total proposal package.

PROPOSAL SUBMITTED BY:

Company

#OBTAINED IF SELECTED

Peoria EEO Certificate of Compliance Number

Address

City

State

Zip

Daytime Telephone #

After Hour Telephone #

Contact Person (Please print or type)

Email

Name of Authorized Agent or Officer

Title

Signature of Authorized Agent or Officer

Date

PLEASE MARK ENVELOPE: BID # 49-19

Exhibit A

ORDINANCE NO. 17.723

ORDINANCE CREATING ARTICLE X (FORECLOSURE REGISTRATION) OF CHAPTER 5 (BUILDINGS AND BUILDING REGULATION) OF THE CODE OF THE CITY OF PEORIA

WHEREAS, the City of Peoria is a home rule unit of government pursuant to Article 7, Section 6 of the Illinois Constitution of 1970 and has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and

WHEREAS, it is the purpose and intent of the City Council to establish a process to address the deterioration, crime, and decline in value of City of Peoria neighborhoods caused by property with foreclosing or foreclosed mortgages located within the City of Peoria, and to identify, regulate, limit and reduce the number of these properties located within the City of Peoria; and

WHEREAS, the City Council has determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner; and

WHEREAS, vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located; and

WHEREAS, it is the City Council's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, as follows:

SECTION 1. Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. Creation of Article X. Chapter 5 of the Municipal Code of the City of Peoria shall be amended by the addition of Article X that will read as follows:

Sec. 5-543. - Definitions. For the purpose of this article, unless the context requires otherwise, the following terms shall be construed as herein defined:

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Foreclosure or Foreclosure Action shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption

ORDINANCE NO. 17,723

to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

Registrable Property shall mean any Real Property located in the City, whether vacant or occupied, that is subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or trustee and a judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed.

Sec. 5-544. – Registration Requirement

- a. Any Mortgagee who holds a mortgage on Real Property located within the City shall perform an inspection of the property upon the filing of a Foreclosure Action. Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the City, and, at the time of registration, indicate whether the property is Vacant. A separate registration is required for each parcel.
- b. Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of a local agent residing within 45 miles of the City of Peoria and said person's address, e-mail address, and telephone number, regardless of whether it is occupied or vacant.
- c. At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of three hundred dollars (\$300.00) for each Property. Subsequent non-refundable Semi-Annual Registrations of properties and fees in the amount of three hundred dollars (\$300.00) are due within ten (10) days of the expiration of the previous registration. The registration must be renewed every six months until the property is no longer owned by the entity who was required to register the property. Registrations are non-transferable and are not pro-rated.
- d. If the mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid

ORDINANCE NO. 17,723

fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

- e. If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including but not limited to unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- f. If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to twenty percent (20%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- g. This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- h. Properties subject to this section shall remain subject to the Semi-Annual Registration requirement as long as the property remains Registrable.
- i. Failure of the Mortgagee to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.

Sec. 5-545. - Penalties.

- (a) Each day that Registrable Property not registered in accordance with the provisions of sections 5-544 of this article shall constitute a separate and distinct violation.
- (b) In addition to any of the penalties provided in this article, any person or entity committing an offense under sections 5-544 of this article, shall, upon conviction thereof, be fined \$500.00 for the first offense, and \$750.00 for the second and each subsequent offense in any 180-day period.
- (c) The intentional submission of false information on a registration statement or an amended registration statement filed pursuant to section 5-544 of this article shall be a violation punishable by a fine of not less than \$500.00 nor more than \$1,000.00. Each day that such violation remains uncorrected by the owner(s) shall constitute a separate and distinct violation.

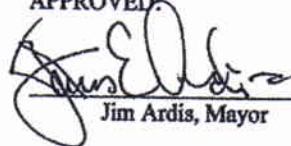
ORDINANCE NO. 17,723

- (d) Violations of this Article X on registration of Registrable Lots shall constitute an ordinance violation and shall not be pursued through the code hearing process set forth in Chapter 32 of the City of Peoria code.
- (h) In addition to fine penalties imposed for any violations, the corporation counsel of the City of Peoria may commence a court action to obtain injunctive relief against a Mortgagee who fails to comply.

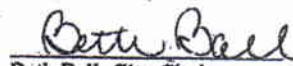
SECTION 3. Effective Date. This ordinance shall be in full force and effect thirty (30) days after its passage and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS this 5TH day of NOVEMBER, 2019.

APPROVED:


Jim Ardis, Mayor

ATTEST:


Beth Ball, City Clerk

EXAMINED AND APPROVED:


Christa L. Peterson
Corporation Counsel



City of Peoria

419 Fulton Street
Peoria, IL 61602

Legislation Details (With Text)

File #: 20-021 **Version:** 1 **Name:** Foreclosure Registry - PROCHAMPS
Type: Contract **Status:** Approved
File created: 1/20/2020 **In control:** City Council
On agenda: 1/28/2020 **Final action:** 1/28/2020
Title: Communication from the City Manager, Assistant City Manager and Director of Finance with a Request to AUTHORIZE the City Manager to NEGOTIATE and EXECUTE a CONTRACT for the Third-Party Administration of the City of Peoria's Foreclosure Registry with PROCHAMPS.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
1/28/2020	1	City Council	approved	Pass

ACTION REQUESTED:

Communication from the City Manager, Assistant City Manager and Director of Finance with a Request to AUTHORIZE the City Manager to NEGOTIATE and EXECUTE a CONTRACT for the Third-Party Administration of the City of Peoria's Foreclosure Registry with PROCHAMPS.

BACKGROUND:

The 2019 Strategy and budget process (for the 2020/21 Budget) included the approval of an Ordinance for a foreclosure registry within the City. The City has issued an RFP for the provision of administrative services for a period of (1) one year and possible extension of up to two years of administrative service. Due to the nature of the registry, we currently believe that we will be more cost effective using a third party than administering the registry alone.

Through the conducting of a request for proposal (RFP), we have found two eligible vendors and selected one to proceed with in negotiations, PROCHAMPS. Key in this RFP was the provision of the identification of new foreclosures, the collection of the Ordinance required data and provision of reporting for various City needs, the communications and collections services required to successfully implement the program requirements - all within the requirements of all City Code and Ordinance.

In review of responses, City staff recommends the pursuit of PROCHAMPS as the preferred vendor and identified a second respondent as an acceptable alternative in the event that a mutually agreeable set of terms can be agreed to with the preferred respondent or if additional information found in the course of negotiations alters are understanding of their original response.

FINANCIAL IMPACT: Foreclosure registry is included in our budget, with the assumption of payment for a third party as proposed by PROCHAMPS.

NEIGHBORHOOD CONCERNS: Impact on those whose property is in foreclosure.

IMPACT IF APPROVED: We will move forward with the foreclosure registry

IMPACT IF DENIED: We will have to look at possibly spending more time and money on a city-managed solution

File #: 20-021, **Version:** 1

ALTERNATIVES: Other third-party suppliers exists or a city-managed registry.

EEO CERTIFICATION NUMBER: Pending

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2017 - 2032 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Financially Sound City
2. Beautiful Peoria

WHICH CRITICAL SUCCESS FACTOR(S) FROM THE COMPREHENSIVE PLAN DOES THIS RECOMMENDATION IMPLEMENT?

1. Reinvest in neighborhoods.
2. Have an efficient government.

DEPARTMENT: City Manager's Office