



## **Public Notice**

### ***REQUEST FOR PROPOSALS (RFP)***

## **COLLECTION AGENCY SERVICES**

Release Date: Tuesday, September 7, 2010

Deadline for Submission: Thursday, September 30, 2010 at 4:00 p.m.

Pacific Standard Time (PST)

Contact Person: John Andoh

**City of Rio Vista**  
**One Main Street**  
**Rio Vista, CA 94571**

## REQUEST FOR PROPOSALS

### COLLECTION AGENCY SERVICES

**RELEASE DATE:** Tuesday, September 7, 2010

**CLOSING DATE:** Proposals must be received by **Thursday, September 30, 2010 at 4:00 p.m. PST** at the address listed below

**CONTACT PERSON:** John Andoh  
Phone: (707) 374-5337 - email: [jandoh@ci.rio-vista.ca.us](mailto:jandoh@ci.rio-vista.ca.us)

**ALL COMMENTS OR QUESTIONS MUST BE RECEIVED IN WRITING VIA EMAIL, BY THE ESTABLISHED DEADLINES. NO COMMENTS OR QUESTIONS WILL BE TAKEN VERBALLY.**

**Location:** City of Rio Vista  
One Main Street  
Rio Vista, Ca 94571  
Counter Hours: M-F 8 A.M.-5 P.M.

**Mail:** Same as location address

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#### A. **Introduction**

Rio Vista (City), incorporated in 1893, is a special place with an inviting mix of rural and suburban lifestyles and easy access to urban amenities being located in Solano County 48 miles southwest of Sacramento and 65 miles northeast of San Francisco. Solano County is currently the fastest growing of the nine Bay Area Counties and Rio Vista is the seventh fastest growing City in the State of California. Rio Vista is also located in the heart of the Sacramento River Delta, a region of abundant natural resources and recreational opportunities. It is commonly known as the "Gateway to the Delta". Based on the 2000 Census, the City has population of approximately 4,600 within 7 ½ square miles; current data estimates the 2009 population to be 8,222 people per the California Department of Finance. This small, rural community is expected to grow to a population of 24,100 by 2020. As the City grows, the City Council and the Community are committed to preserving the sense of community and small-town characteristics that make Rio Vista unique and attractive. Rio Vista's economy is predominantly sustained by agricultural, construction, and natural gas industries, with few commercial and retail activities.

Rio Vista is a full-service City with an annual budget of \$7.5 million, providing all essential services and currently employs 40 employees. The City government organization consists of the following departments:

- City Manager (including finance, human resources, transit, airport and recreation)
- City Clerk
- Fire
- Community Development (planning, economic development and building)
- Police
- Public Works (including engineering, sewer and water)
- Redevelopment Agency

Transit services are provided through a contract with Storer Transit Systems. Garbage and recycling services are provided through a contract with Rio Vista Sanitation Company. Wastewater services are provided through a contract with Veolia Environmental. Electric service and gas service is provided by Pacific Gas and Electric (PG&E).

Interim legal services are currently provided through a contract with Best, Best & Krieger LLP.

## **B. Background of RFP and Scope of Work**

The project involves a vendor to provide collection agency (Agency) services for the City of Rio Vista. This would include unpaid and delinquent account receivables for the City, which includes administrative citations, code enforcement citations, returned checks, airport licensees, utility billing and other miscellaneous receivables.

Agency shall make a minimum of two written or telephone contacts for each account (unless the account clear sooner) within sixty (60) days of receipt of account. Agency shall provide in the proposal detailed steps that will be taken once account is received from the City and number of contacts and procedures that will be taken.

Agency shall make contacts with delinquent accounts under the name of the collection agency.

Agency shall submit status reports on a monthly basis and an annual report (on a fiscal year) through June 30, reflecting the activity for the previous fiscal year. These reports shall include data for each account detailing the value of the current debt, money received, charges waived, interest charged, balance due and date of last payment. A financial summary will also be required showing “period to date” and “year to date” totals for pertinent information such as receipts, net accounts receivable, total accounts receivable and collection percentage. Additional reports as defined in Section D.6 below shall be submitted. In addition, an aging report should be available in summary and in detail. Agency shall provide copies of all available reports.

Agency shall conduct skip tracing on delinquent accounts. Agency to provide specific tools used to conduct skip tracing.

Agency shall indicate policy on what delinquent accounts will be reported to the three major national credit bureaus.

Agency shall accept automated or manual transfer of delinquent payment information from the City or other vendor's database. It is expected the agency will work, at no additional cost, with the City and its software to ensure accurate and timely transmission of data.

Agency shall guarantee the confidentiality, security and safety of all files, documents, computer files, etc.

Agency shall provide detailed information regarding its collection process and methods.

Agency shall instruct consumers to submit payments to the collection agency. Any payments received by the City will be forwarded to the collection agency. The collection agency will be notified within ten (10) days of any payment processed by the City.

Agency shall perform all work in accordance with the applicable provisions of the Federal Fair Debt Collection Practices Act, as well as, all state and local laws.

Agency shall meet periodically with the City to discuss all services. The agency will also provide recommendations on how the City can reduce future bad debt. The City will provide overall guidance on the conduct of the collection service, as it will reflect on the City policies and reputation. The agency will agree to employee courteous business procedures to the end of maintaining the City's goodwill. The collection agency shall also provide updates to the City on changes in state and federal laws related to credit and collections such as monthly copies of Cred-Alert.

The City reserves the right to perform periodic audits to ensure all amounts collected are accurately reported and remitted.

The agency will be fully responsible for maintaining accurate records of all correspondences, documents, accounting records, transactions and other relative evidence. These records shall remain on file for a period of seven (7) years. All records will be made available to the City for review upon request.

Any settlement of principal or charges shall be agreed upon between the agency and the City, prior to acceptance. The City shall support this in writing.

Pre-Proposal Conference: None will be held.

Questions & Comments: Any questions, requests for an interpretation or comments regarding the RFP must be submitted by email to John Andoh, City of Rio Vista, One Main Street, CA 94571, email: [jandoh@ci.rio-vista.ca.us](mailto:jandoh@ci.rio-vista.ca.us). **QUESTIONS OR COMMENTS WILL NOT BE RESPONDED TO OVER THE TELEPHONE OR VIA FAX.**

**C. Objective of this RFP**

The objective of this Request for Proposals (RFP) is to solicit from qualified firms for collection agency services to provide collection services for unpaid and delinquent account receivables for the City which includes administrative citations, code enforcement citations, returned checks, airport licensees, rentals, utility billing and other miscellaneous receivables.

City hereby notifies all proposers that it will affirmatively ensure that in regard to any Agreement entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit proposals in response to this invitation and that City will not discriminate on the grounds of race, color, national origin, religious creed, pregnancy, sexual orientation, religion, gender, age, disability, ancestry or marital status as provided for in Federal, State and local laws, in consideration of an award

Term Of Agreement: The term for services is three years with two one-year options. The City anticipates that the ultimate agreement between the City and the proposers shall commence on Monday, November 8, 2010, and remain in place unless otherwise terminated in accordance with provisions herein through Friday, June 30, 2013 with option years through June 30, 2014 and June 30, 2015.

General Firm Qualifications Desired: The proposer employed to complete this project will be expected to ensure compliance with all federal, state and local requirements governing collection agency services.

In addition, the selected proposer will be required to meet periodically with City staff, prepare required monthly reports, report information regarding the completion of all tasks in the work program, submit required work products by the required delivery dates, and maintain records, accounts, and books, as necessary. In addition to those requirements stated above, a successful proposer must possess the following qualifications and/or experience:

1. Experience in the management of collection activities including processing administrative citations, code enforcement citations, returned checks, delinquent rental accounts, delinquent airport licenses, delinquent utility billing accounts and miscellaneous revenues.
2. Experience and ability to do skip tracing.
3. Ability to report delinquent accounts to the three major national credit bureaus.
4. Ability to have a high success rate in collections.

**D. Proposal Requirements**

To facilitate the evaluation of each proposal, potential consultants are required to adhere to the following format:

1. Introduction

- Include the general information about the firm with size of organization, location of offices, years in business, organization chart, state of incorporation, name of owners and principal parties, general project approach, project management methodologies, and any applicable experience and qualifications of the firm and its subcontractors.
2. Scope of Work
    - Address how the potential consultant proposes to accomplish the individual tasks contained in the RFP scope of work listed above.
  3. Project Personnel
    - Include names of all project personnel, including subcontractors, along with their job titles, duties, responsibilities, qualifications and resumes.
    - Description of how overall supervision will be provided.
    - In a separate table, by task, include all project personnel, including subcontractors, along with job titles and required hours of work.
  4. Experience and References
    - Provide descriptions of at least three (3) previous projects similar to the services requested. Provide the project title, timing, budget, sponsoring agency, agency project manager, and roles of individuals used in those projects. Include the name of the contact person, agency/company for whom the work was performed, telephone and fax numbers and the year in which the work was completed.
    - List any present activities and job commitments, including an indication of availability to pursue completion of the work tasks as described in the scope of work.
  5. Insurance Documents
    - Current certificates of insurance for general and automobile liability providing evidence of existing insurance coverage.
  6. Additional Documents
    - Statement with the ability to make collections in all 50 states and the ability to file reports with the three major national credit bureaus.
    - Provide sample copies of a current monthly statement of accounts to your clients. The monthly statement should include the following information:
      - A. Date of customer payment
      - B. The City account number/invoice number for that customer
      - C. Customer's name and date assigned
      - D. Customer personal identification number
      - E. Date City mailed closing bill to customer
      - F. Address where debt was incurred

- G. Payment amount and status (partial payment or paid in full)
  - H. Dollar amount of each payment received which is due to the agency to cover the collection fee
  - I. Dollar amount of each payment received which is due to the agency to cover the collection fee
  - J. Dollar amount of each payment received which is due to the City
  - K. Remaining individual customer account balance, if any
  - L. Where payment was made, to the agency or the City
  - M. Provide summary totals for items G, H and I.
- Provide sample copies of the agency's current Annual Recap of Monthly Collection Activity. The recap report should include the following information:
    - Total number of accounts submitted for collection
    - Total dollar amount of accounts submitted for collection
    - Total dollar amount collected on accounts during the year
    - Total dollars collected in response to letter service
    - Total dollars collected through regular collections
    - Total accounts requiring legal action
    - Total dollars collected as a result of legal action
    - Total number of accounts transferred to an out of area agency for collection
    - Total dollars collected by out of area agencies
    - Grand total of dollars paid to the City
    - Grand total of collection cost dollars paid to agency
  - Provide sample letter to be sent to delinquent accounts.
  - Provide a description of your agency's collection methodology, how many agents you will use in the City's collection efforts, the geographical areas you serve and an outline of your agency's collection success rate.
  - Provide a statement as to the collection percentage of each amount collected to be provided to the City and a statement for each amount collected, by category for administrative citations, code enforcement citations, returned checks, utility accounts, airport licenses and rentals and other miscellaneous receivables. In addition, statements as to collection percentages if debt is forwarded out of the area or legal proceedings are started and any costs associated with those and in what order they will be paid out of any proceeds.

- Provide a schedule of fees for your service. Provide the cost, if any, to the City and list all services your agency provides for those costs in each of the following categories:
  - Letter Service
  - Regular Collection
  - Court action, if required
  - Transfer of account to an out of area agency for collection
  - Any other costs involved in the collection process

The City prefers to not incur any costs for this program. All monies paid to the agency will preferably come from the collected fines.

- Provide a statement of the dollar amount of an account under which your agency feels differentiates your agency from other agencies.

**E. Evaluation Criteria**

Proposals will be evaluated according to the most qualified in the opinion of the review committee. The review committee reserves the right to contact and evaluate the proposer’s references; contact any proposer to clarify any response; contact any current clients of a proposer; solicit information from any available source deemed pertinent to the evaluation process. The review committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

The review committee will evaluate and review all proposals and, if necessary, select finalists for oral interviews. The review committee will be using a best value selection process to make its final recommendation. The following are the criteria that will be used in the proposal evaluation process, ranked from highest to lowest:

- a. Qualifications, reputation and stability of the firm and Key Personnel assigned to and responsible for this project. (40%).
- b. Experience and understanding of collection procedures (40%).
- c. Current workload and demonstrated ability to meet schedules or deadlines (5%).
- d. Project Understanding (10%).
- e. Favorable cost proposal (5%)

The City may request additional information while reviewing proposals.

**F. Selection Process**

It is anticipated that proposals will be reviewed by the City Manager's Office, in conjunction with the review committee. Interviews with selected proposers may be held. Notifications of acceptance or rejection by the City will be made in writing to all proposers.

The review committee shall score each proposal and shall make a recommendation to the City Council based on the criteria set forth above. The City Council shall make the ultimate selection of the proposer.

1. **General:** It is the intent to award the Agreement to the proposers that most closely meets the specific needs of City, not solely on the basis of cost.
2. **Initial Screening:** The City's review committee will make an initial evaluation of all proposals. Upon that initial evaluation, the review committee will rank the proposals received in general order of quality, and by how closely the proposals meet City's needs. The City also reserves the right to reject all proposals. The review committee may consider criteria other than those listed below, as necessary, in the selection process.
3. **Interviews:** Proposers may be required, and shall be prepared to attend an interview with the review committee. The City may choose, at its sole option, not to interview all proposers. The City may reject any or all proposals submitted, or at its sole discretion, award Agreement to the best proposers without any interviews.
4. **Selection Criteria:** An initial screening of proposals for completeness, and to verify that minimum City requirements are met will be undertaken, and City will reject as non-responsive any proposal which does not include all the required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed.

City reserves the right to introduce additional terms and conditions at the time the final contract is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and or correcting defects, such as omissions or misstatements, which are discovered after the RFP, is issued.

#### **G. General Terms and Conditions**

The RFP does not commit the City to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Submission of a proposal means that the proposer hereby agrees to all terms and conditions set forth in all the pages of this solicitation. The proposer must contain within the proposal, a description of those terms and/or conditions to which the proposer does not agree.

**Award:** The firms/entities may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. An Agreement will be awarded to

firms on this list based upon the availability of staff and cost of services. The City reserves the right to award an Agreement without discussion based upon the initial proposals received, without interviews.

Insurance: The agency is required to furnish evidence of insurance coverage including professional liability, and workers' compensation. The form of the insurance policy is subject to approval by the City and must be provided by insurers authorized by the California Insurance Commission to transact insurance business in California with a rating of "A" or better in the Best's Key Rating Guide, Property-Casualty, United States, 2000 Edition.

Business License: The agency shall be required to obtain and maintain a current City of Rio Vista business license.

Professional Licensing: The selected agency, and any subcontractors, shall possess any necessary license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California, and shall provide evidence of such to the City with their proposal or prior to commencement of the work in such form as the City shall require.

Assignment/Subcontracting: The selected agency shall not assign or subcontract services or responsibilities without the prior written consent of the City. The City acknowledges that subcontracting can be in the City's best interest, but reserves the right of final approval.

#### **H. Additional Terms and Conditions**

The following conditions apply to this RFP:

1. Solicitation & Withdrawal: City reserves the right to withdraw this solicitation for a proposal at any time without prior notice. Further, City makes no representations that any agreement will be awarded to any firm submitting a proposal.
2. Right of Rejection: City reserves the right to reject any and all proposals submitted in response to this request and to reject any subcontractors specified in any proposal pursuant to this RFP.
3. Pre-Contract Expenses: City shall not be liable or responsible for any pre-agreement expenses incurred by any proposed or selected agency. The agency shall not include any such expenses as part of the price proposed set forth in its proposal. Pre-agreement expenses are defined as expenses incurred by agency in:
  - a. Preparing the proposal;
  - b. Submitting proposal to City;
  - c. Negotiating with City on any matter related to proposal; or
  - d. Any other expenses incurred by agency prior to date of award.

4. Verbal Agreements: No prior, current or post-award verbal agreement(s) with any officer, agent or employee of City shall affect, modify or supersede any terms or modifications of this RFP or any written agreement or option resulting from this process.
5. Addenda: Any changes to the proposal requirements will be made by written addendum. All parts of the RFP, including any and all Addenda and any other supporting documents that may be included as part of this solicitation, shall be considered part of the Agreement between City and selected agency, and shall be incorporated therein. An authorized agency Representative shall sign forms as provided in this RFP.
6. Irregularities: City reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. The term "minor" as used herein means any agency or City irregularity, or oversight that does not materially affect or alter the intent and purpose of this RFP, and which is not in violation of any State of California or Federal Government rules, laws and regulations that may apply to this procurement.
7. Federal Requirements: The agency warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by City with jurisdiction in all aspects of its performance of this Agreement.

#### **I. Third Party Agreement Requirements**

1. Audits and Inspections of Records: Selected agency agrees that City, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, the agency agrees to maintain all required records for at least three (3) years after City makes final payments, and all other matters pending between agency and City are closed.
2. Equal Employment Opportunity: In connection with the execution of Agreement, agency shall not discriminate against any employee or applicant for employment because of race, religious creed, pregnancy, sexual orientation, religion, color, gender, or national origin. Selected agency shall take affirmative action to ensure that applicants are employed, and that employees are tested during their employment, without regard to their race, religious creed, pregnancy, sexual orientation, religion, color, gender, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Agency further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
3. Fair Employment Practices: In connection with the performance of the work under Agreement, if the work is executed in the State of California, agency shall certify compliance

with the provisions of the State Fair Employment and Housing Act, Government Code Sections 12900 et seq.

4. Interest of City Personnel: By submitting a proposal, the agency represents and warrants that no Council Member, officer or employee of City is in any manner interested directly or indirectly in the proposal or in Agreement which may be made under it, or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title 1 (commencing with Section 1090) of the Government Code of the State of California. Discussions of this proposal with other City officer, employee, volunteer, agents or Council members, other than the person named on the RFP is grounds for disqualification.
5. Drug Free Workplace: The agency must include with their proposal properly completed and executed certification of compliance with applicable state and federal Drug-Free Workplace Acts.
6. OSHA Requirements: The agency will comply with all health and safety requirements and standards prescribed by the State of California, Department of Industrial Relations, Division of Occupational Health and Safety (Cal/OSHA).
7. Interests of Members of, or Delegates to Congress: No members of, or delegates to, the Congress of the United States shall be admitted to any share or part of Agreement or to any benefit arising therefrom.
8. Laws to Be Observed: The agency shall keep himself fully informed of all existing and future State and Federal laws, all municipal regulations of City, and all such orders, decrees, ordinances and laws of bodies, or tribunals, including other municipalities or counties whether in the State of California, or another State, having any jurisdiction or authority over which, in any manner, affect those engaged or employed in the work, or the materials used in the work, or in any way affect the conduct of the work.

Failure by the agency to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or other such remedy as City may deem appropriate.

### **PROTEST PROCEDURES**

After the review committee finalizes its recommendation, the unsuccessful proposers will be notified of the City's intent to award an Agreement to the successful proposer within five (5) working days of the said decision.

Unsuccessful proposers shall be debriefed upon their written request. These requests must be submitted to the Hector De La Rosa, City Manager, City of Rio Vista, 1 Main Street, Rio Vista, CA 94571, or email to: [hdelarosa@ci.rio-vista.ca.us](mailto:hdelarosa@ci.rio-vista.ca.us) within five (5) business days after the review committee finalizes its recommendation to award an Agreement.

### **SUBMISSION DETAILS**

Six (6) original copies---one (1) must be an unbound copy, and 1 CD of the proposal must be sealed in an envelope and received, not postmarked, and date stamped by a City employee no later than **Thursday, September 30, 2010 at 4:00 p.m. PST** at the City as defined below:

Mailed proposals should be sent to:

City of Rio Vista  
John Andoh  
One Main Street  
Rio Vista, CA 94571

**Proposals should be marked “City of Rio Vista Collection Agency Services”**

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

Each proposal should not exceed fifteen (15) one-sided pages. **The page limitation does not apply to the project schedule, sample forms and reports, resumes, and certificates of insurance.**

**ESTIMATED TIME FRAME** (*Subject to change without notice*)

<b>Description</b>	<b>Due Date</b>
Release of RFP	Tuesday, September 7, 2010
Proposals Due	Thursday, September 30, 2010
Notice of Intent to Award	Thursday, October 14, 2010
Recommendation goes to City Council for Approval	Thursday, October 27, 2010
Consultant Begins Work	Monday, November 8, 2010

**ATTACHMENTS**

1. Insurance Requirements Certification
2. Workers' Compensation Certification
3. Proposer Disclosure Form