



**CITY OF EL PASO DE ROBLES**  
*"The Pass of the Oaks"*

***REQUEST FOR PROPOSAL***

***RFP***

**COLLECTION AGENCY SERVICES**

**Proposal Issue Date**

**April 28, 2008**

**Proposal Submittal Due Date**

**May 28, 2008  
2:00 P.M.**

# REQUEST FOR PROPOSAL COLLECTION AGENCY SERVICES

## **Section One**

### **Scope of Work**

The City of Paso Robles, on an annual basis, generates approximately 126,000 invoices with an approximate dollar value of \$8,371,900 for debts incurred by the general public. Of this total billing, approximately 500 customers and \$50,000 is written off to bad debt annually at an average age of 90 day delinquency. The successful bidder will be involved in the collection of the following accounts:

1. Accounts receivable and returned checks to pay for various city services such as:
  - Utility billing (water and sewer)
  - Community development fees
  - Police services
  - Fire department permit fees
  - Recreational activity fees
  - Library services
  - Transit and Greyhound services
  - Other recoverable services
- 2 Delinquent business tax/license and transient occupancy tax payments

### **Bidder's Objectives**

Bidders shall submit a detailed operational plan which demonstrates understanding of, and capability to assume responsibility for, collecting delinquent revenue for the city.

The plan shall provide all details of the methods to be used to maximize successful collections, including initiating and continuing collection attempts within the guidelines set forth by Federal and State regulations regarding fair debt collection practices.

Please respond to each question outlined in Section Two - Questionnaire.

## Contract Requirements

1. **Robbins-Rosenthal Fair Debt Collection Practices Act**  
The successful contractor(s) must operate in accordance with ethical collection practices and obey all laws, including the Robbins-Rosenthal Fair Debt Collection Practices Act.
2. **Insurance requirements:** The successful contractor(s) will maintain in force, during the full term of the contract, insurance as follows:
  - a. Comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, products and complete operations coverage's.
  - b. Comprehensive automobile liability insurance with a minimum limit of \$1,000,000 per occurrence combined single limit bodily injury and property damage, including coverage for owned, non-owned and hired auto coverage's as applicable.
  - c. Blank fidelity bond covering all officers and employees, with a minimum limit of \$1,000,000 including the city as loss payee as its interests may appear.
  - d. Workers' compensation statutory limits. Comprehensive general liability and comprehensive automobile liability insurance policies shall be endorsed to provide as additional insured the City of Paso Robles and its officers and employees. All policies shall be endorsed to provide thirty (30) days advanced written notice to the city of cancellation, non-renewal or reduction in coverage. The certificate of insurance and additional insured endorsements are to be provided prior to the effective date of this contract.
3. **Indemnification Agreement:** To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties of the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all

liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the Sole fault of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or section.

4. Remittance and Reporting Requirements: The successful contractor(s) will be required to submit to the City of Paso Robles regular monthly remittances and statements no later than thirty (30) days following the month of collection.

## **Section Two**

# **QUESTIONNAIRE**

## **EXECUTIVE SUMMARY**

This section should contain an outline of the respondent's general approach along with a brief summary of the prominent features of the proposal submitted.

1. How long has your company been in business?
2. History of agency, key members of management/collection team, including the makeup of the agency and experience with municipal accounts.
3. What geographic territories do you collect in?
4. What is the average total number and total dollar amount of both primary and secondary accounts you receive per month?

## **CONTRACTORS CAPABILITIES**

5. A statement of your firm's background and experience in providing collection services to both governmental organizations and the private sector. Be very specific about relevant California office experience in collection services.
6. Include a listing of governmental agencies in California that your firm has provided services to over the last five years. Indicate each organization's name and address, contact person, reference telephone number, nature of services provided and dates of the engagement.
7. Include a listing of other private sector businesses in California that your firm has provided services to over the last five years. Indicate each organization's, name and address, contact person, reference telephone number, nature of services provided and dates of the engagement.

## **WORK PLAN AND STAFFING**

8. How many collectors do you currently employ? How many can you comfortably expand to? Please describe your requirements and procedures for hiring new collectors.
9. Description of training for collectors including initial training program and any ongoing training/monitoring.
10. Description of collector compensation and incentive programs.
11. Please specify your office/collection hours. Are Saturdays and nights required?
12. Description of the normal method used to collect accounts, including specific work standards based on balance ranges. Include number of both written and telephone attempts.
13. Detail skip tracing procedures for skip accounts, include dollar thresholds for different levels of efforts.
14. Description of the procedures for legal accounts and any parameters for these accounts, such as minimum balance for suit, etc. If fees differ for legal accounts, detail when the increase takes place (at in-house legal, when sent to attorney, when suit filed, etc.).
15. Policy or procedure on complaint handling.
16. Samples of all form/correspondence to be used for collection.

**AUTOMATION**

17. Are the collectors automated? If so, what type of system is utilized?
18. Description of automated abilities to handle accounts from placement procedures to remittance.
19. Does your agency utilize any of the mechanized payment methods such as Western Union, Quick Collect or AutoPay? What requirements and procedures are in place to ensure minimal adverse action after payment is received?
20. Can a terminal be put in the City of Paso Robles office for on-line access to account information? Is dial access via PC and modem available?

**MISCELLANEOUS INFORMATION**

21. Copy of latest annual report or financial statements.
22. Bank references and account numbers.
23. Any formal policy on equal opportunity?
24. If applicable, details regarding specific small business, minority-owned, or disadvantaged.

**PROPOSED FEES**

The City of Paso Robles intends to award this contract to the Agency that it deems most responsive and will provide the most comprehensive and high quality service to the City inclusive of fee considerations. The City reserves the right to accept other than the lowest price offer and to reject all proposals that are not responsive to this request. Fee information is to include the following:

The basis of the fee (such as flat fee per account assigned, percentage of revenue collect and so forth).

The fee for each of the major categories listed in Scope of Work.

The fee or manner in which a fee would be negotiated for any other accounts or indebtedness not specifically listed in this RFP the City may assign for collection.

The fee for any accounts referred by the Agency for legal action to their in-house or to an attorney the Agency contracts with for legal services.

## **OTHER INFORMATION**

Questions regarding the RFP should be submitted by May 14, 2008, in writing to:

Jennifer Sorenson  
Finance Manager  
City of Paso Robles  
Fax: 805-237-6565  
E-Mail: [jsorenson@prcity.com](mailto:jsorenson@prcity.com)

If your firm would like to receive a copy of all questions submitted to the City of Paso Robles from any firm contemplating submission of a proposal, along with the City's responses to those questions, you must pre-register to receive that information. To pre-register, send an e-mail which includes the name of your firm, the name of your contact and the contact's telephone number and e-mail address to:

[jsorenson@prcity.com](mailto:jsorenson@prcity.com)

The City will not be responsible for providing questions and answers from potential vendors to any firm that has not pre-registered in the manner prescribed above.

## **SUBMISSION REQUIREMENTS**

All responses must be received no later than **2:00 p.m. on May 28, 2008**. Mail or deliver proposals to:

**City of Paso Robles**  
**Request for Proposal – Collection Agency**  
***Attn: Sealed Proposals***  
821 Pine Street, Suite A  
Paso Robles, CA 93446

Postmark date will not constitute timely deliver. Responses received after the above time will not be considered. Vendors are solely responsible for ensuring timely receipt of their responses.

Responses shall be submitted in a sealed package addressed as above and clearly identifying the vendor making the submission.

One original and 2 copies must be submitted from each vendor. Vendor is liable for any of the costs incurred in preparing or submitting a proposal.

## **TIME FRAME FOR SELECTION AND IMPLEMENTATION**

May 14, 2008 Deadline for Questions  
May 28, 2008 Proposals due by 2:00pm  
May 29-June 6, 2008 Evaluation of Proposals  
June 9-13, 2008 Interviews of Firms  
July 1-4, 2008 Final Selection & Contract Execution