



W E S T E R N V I R G I N I A
WATER AUTHORITY

Western Virginia Water Authority

CUSTOMER SERVICE & INFORMATION TECHNOLOGY DEPARTMENT

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601 S. Jefferson St.
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May 17, 2010

REQUEST FOR PROPOSAL

RFP # UB201001

for

Debt Collection Services Contract for Western Virginia Water Authority

One (1) Original and Four (4) complete copies of Proposal Due

June 18, 2010
3:00 PM
(Local Prevailing Time)

May 17, 2010
RFP #UB201001
Debt Collection Services Contract for Western Virginia Water Authority

INTRODUCTION AND DUE DATE OF PROPOSAL

The Western Virginia Water Authority (Authority) of Roanoke, Virginia is requesting formal sealed proposals for contracted debt collection services. The attached scope of work is submitted for your review and consideration.

It is not the intent of the proposal to be proprietary. Deviations will be given consideration if they are considered to be suitable and acceptable for comparison.

This is a two year contract with the option to be renewed annually for two more years. The contract will be renewed annually upon written, mutual agreement of both parties. The Authority reserves the right to cancel the contract with 60 days written notice in the event of a purchase of the entity furnishing debt collection services or unsatisfactory performance.

One original and four (4) complete copies of the proposal must be submitted in a sealed envelope/package marked "RFP # UB201001 DEBT COLLECTION SERVICES CONTRACT FOR WESTERN VIRGINIA WATER AUTHORITY" and received in the Customer Service Division, 601 S. Jefferson St., Suite 100 Roanoke VA 24011 **no later than 3:00 p.m. (local prevailing time) on June 18, 2010.** Proposals received after the above date/time will be rejected and returned to the offeror unopened. It is the responsibility of the offeror to insure that proposals are received in the appropriate place and by the designated time. Since this is a formal request, no faxed proposals will be accepted.

As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the offerors will be discussed until after the negotiation process.

The Authority shall provide the mechanism for the evaluation of all information received. The Authority reserves the right to make the final determination of responsible offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the Authority may properly evaluate the capabilities of the offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

All questions regarding this proposal (phone, email, letter, or fax) should be directed to:

Keith Swandby, Billing Manager
Western Virginia Water Authority
601 S. Jefferson St., Suite 100
Roanoke, VA 24011
Phone: 540-853-5702
Fax: 540-853-5703
Email: keith.swandby@westernvawater.org

BACKGROUND

The Billing Manager for the Western Virginia Water Authority, Roanoke, Virginia, is seeking proposals for a Debt Collection Services Contract on behalf of the Authority for delinquent utility bills (water/sewer accounts). These inactive accounts are at least 45 days in arrears and have received a final bill of charges due. The average annual sales dollars is \$36.5 million with a monthly billing of 58,000 accounts. The contract shall be for a period of two years with the option to renew annually for an additional two years based on written mutual agreement of both parties.

The Authority reserves the right to terminate the contract without penalty with 60 days written notice in the event of a purchase of the entity providing the debt collection services.

Outlined below is a scope of services, which will become the minimum requirements for the contract, each point should be specifically addressed by the responding entities. Other services provided by the provider, which may be of interest to the Director, should be identified and priced separately for consideration by the Authority in the overall review.

The successful entity shall meet or exceed all requirements contained herein. The entity shall provide an officer of at least a Vice President level to act as liaison between the Authority and the selected provider. This officer shall be responsible for conflict resolution between the Authority and the selected provider.

The response should indicate the location of the office closest to the Authority's Administrative offices located at 601 S. Jefferson St., Roanoke, VA which can service the Authority's needs.

SCOPE OF SERVICES

The following key features and support functions must to be provided in the proposed debt collection solution:

1. Adapt and adhere to all Authority's collections policies and procedures.
2. Conduct all collections in accordance with the Federal Fair Debt Collection Practice Act and Virginia State and local laws.
3. Place debtors on major and/or national credit bureaus for credit reporting.
4. Maintain a complete audit trail of all transactions.
5. The Authority's Business Rules and Regulations allow for a collection fee to be added on unpaid debt. Funds collected will be applied to the fee first.
6. Forward collected funds to the Authority on a monthly basis by check or other agreed method. Provide details of collected funds electronically in a predefined file format.
7. Pursue continued telephonic debtor contact.
8. Accept initial transactions, additions and/or updates to previously reported transactions electronically, preferably in the Authority's preferred file format.
9. Provide electronic feedback on traced social security, address, and telephone information.
10. Provide an online client portal that allows 24/7 maintenance on accounts, addition/deletion of accounts and monitoring of all collection activities.
11. Provide detailed reporting on individual account statuses.

12. Provide monthly statistical reports of dollars collected and customer contacts.
13. Produce custom reports on request.
14. Provide updated account information such as social security number, addresses, and/or telephone numbers electronically.
15. Maintain an average annual recovery of at least 17% of dollars submitted for collection.
16. Refrain from legal action unless prior written agreement is obtain from the Authority.
17. Maintain debt in collections for a minimum of 3 years.
18. Provide multi-lingual communications for debtors.
19. Allow Authority to continue own collection efforts, including participation in the State of Virginia debt collection program. The collection agency will not be paid for debt collected through the State of Virginia debt collection program.
20. The collection agency will not be paid for customer payments received within five days of the account being recorded on the collection agency's system.
21. The Authority reserves the right to submit debt to multiple collection agencies, if desired.
22. Accept debt of \$25.00 and more.

In order to evaluate the proposed solution, the following must be included in the proposal:

1. A detailed flowchart of collection processes along with copies of all forms, letter, and collections scripts.
2. Explanation of process / operation for telephonic debtor contact.
3. A high level implementation plan which includes time estimates.

CONTRACT PERIOD

This will be a two (2) year contract with the option to renew annually for an additional two (2) years upon written mutual agreement of both parties.

QUALIFICATIONS

The provider should include, with their response to this Request for Proposal, a full company profile including number of states currently collecting in; company's age; years in service; whether bonded or not; a partial listing of major customers or municipal entities using the service being proposed; personal qualifications of major provider officials who will be servicing the Authority's account; data processing capabilities of the provider; location of the provider's operations center which will service the Authority's account; and other information which the responder deems appropriate and of potential interest to the Authority.

EVALUATION OF THE PROPOSAL

Western Virginia Water Authority shall provide the mechanism for the evaluation of all information received. The Authority reserves the right to make the final determination of responsible offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the Authority may properly evaluate the capabilities of the offeror to provide the required services.

EVALUATION CRITERIA

- | | | |
|----|---|-----|
| 1. | Company background, staffing, prior experience and ability to perform the contract. | 30% |
| 2. | References: Provide five (5) references with contact names, companies and phone numbers of which the offeror is providing similar services. | 15% |
| 3. | Understanding of the Scope of Work and method for successfully providing this service. | 25% |
| 4. | Responsiveness to the requirements of the RFP. | 15% |
| 5. | Proposed costs, fees | 15% |

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Acceptance or Rejection of Proposals

The Western Virginia Water Authority reserves the right to accept or reject any or all offers. The Authority also reserves the right to award the contract for any such materials, goods or services the Authority deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the Authority. WVWA reserves the right to make a site visit to the facility prior to proposal award.

Proposal Guaranty

The proposer must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the proposer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Compliance with Laws

The offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The Authority shall be held harmless from any liability.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

Ruling Law

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia.

Tax Exemption

The Authority is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the Authority will furnish a certificate of tax exemption.

Ethics in Public Contracting

By submitting their proposals, the Offeror certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from

any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Anti-Discrimination

By submitting their proposal, all offerors certify to the Authority that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of more than \$10,000 the following provisions shall apply:

- (a) During the performance of this contract, the contractor agrees as follows:
The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (d) The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Contract

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions which are contained in the Request for Proposal, together with the offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

Modification of Contract

This RFP and any subsequent contract constitute the entire agreement between the proposer and the Authority. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

Assignment of Contract

A contract shall not be assignable by the proposer in whole or in part without the written consent of the Authority.

Cancellation of Contract

The Authority reserves the right to cancel and terminate any resulting contract, with a 60-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification.

Data for cancellation of the contract will be gathered by the Authority. The opinion of the Authority as to lack of performance will be final and without appeal.

Default

In case of failure to provide goods/services as specified herein, the Authority, after due written notice, may procure goods/services from other sources and hold the proposer responsible for any and all excess cost occasioned thereby.

Antitrust

By entering into a contract, the offeror conveys, sells, assigns and transfers to the Authority all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Authority under said contract.

Debarment Status

By submitting their proposal, all vendors certify that they are not currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia.

Copyright or Patent Rights

The proposer warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The proposer agrees that the Authority shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

Certification and Ability

The Authority reserves the right to request from the proposer, a separate manufacturer's certification of all statements made in the proposal. The Authority may request any or all proposers to furnish proof of experience, ability and financial standing.

Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the Authority pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Authority and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the

protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION

Debt Collection Services Contract for The Western Virginia Water Authority RFP # FIN200702
Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A – This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B – This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C – This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. See Virginia Public Procurement Act. Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C. F. R 309.5(c) (4).

**SIGNATURE FORM FOR
RFP #UB201001
DEBT COLLECTION SERVICES CONTRACT**

BY MY SIGNATURE ON THIS SOLICITATION, I CERTIFY COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLICABLE TO THE PERFORMANCE OF THE SERVICES DESCRIBED HEREIN.

OFFEROR CERTIFIES THAT BY SUBMISSION OF THIS PROPOSAL, HE HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS REQUEST FOR PROPOSAL.

I, HEREBY CERTIFY THAT I AM AUTHORIZED TO SIGN AS A REPRESENTATIVE FOR THE FIRM:

COMPANY NAME _____

COMPANY
ADDRESS _____

TELEPHONE # _____

FAX# _____

FED ID # _____

EMAIL ADDRESS _____

DATE _____

SIGNATURE/TITLE _____

NAME/TITLE _____

(please print)

To receive consideration for award, this signature sheet must be returned with your proposal, as it shall be a part of your response.