

REQUEST FOR PROPOSAL TITLE	RELEASE DATE
Delinquent Account Collection Services for the City of Omaha	Wednesday, October 21, 2009
OPENING DATE AND TIME	PROCUREMENT CONTACT
Wednesday November 18, 2009 at 11:00 AM CDST	Irene Wolfe, Revenue Manager

On behalf of the City of Omaha, Nebraska, the Douglas County Purchasing Agent is issuing this Request for Proposal for the purpose of selecting a qualified contractor to provide delinquent account collection services for the City of Omaha.

Written questions are due no later than **4:00 PM. Wednesday, November 4, 2009 CDST**, and should be sent to Irene Wolfe, Revenue Manager, via email at iwolfe@ci.omaha.ne.us. Questions should be plainly labeled "Questions for Delinquent Account Collection Services for the City of Omaha".

The response to questions or any other clarifications will be provided **solely** through addendum posted on the Douglas County Purchasing Department's web site www.douglascountypurchasing.org by approximately **Friday, November 6, 2009**.

NOTE SCHEDULE OF EVENTS IN RFP FOR ACTIVITY DATES AND TIMES.

Contractor should submit one (1) original and four (4) copies of their entire proposal. Proposals must be submitted by the proposal due date and time. Bid Submission Sheet I must be completed and submitted with the proposal.

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Proposals must be received in the **Office of the Omaha Purchasing Agent, LC 1, 1819 Civic Center, Omaha, Nebraska 68183** by the date and time of proposal opening indicated above. No late proposals will be accepted. No fax proposals will be accepted.
2. Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP).
3. The contractor's proposal **MUST** be manually signed, in ink, and returned by the proposal opening date and time along with any other requirements as specified in the RFP in order to be considered for an award.
4. Proposals must be in a sealed envelope/container and marked "Delinquent Account Collection Services".
5. A proposal may not be altered after opening. The proposal must stay in effect throughout the term of the contract.

I. STANDARD CONDITIONS AND TERMS

SCOPE: These standard conditions and terms of the Request for Proposal (RFP) and acceptance apply in like force to this inquiry and to any subsequent contract resulting there from.

PAYMENT: Payments to be made by the CITY of Omaha (CITY) will be made by the responsible department. The CITY may request that payment be made electronically instead of by CITY warrant.

COLLUSIVE BIDDING: The contractor's signature on submitted Proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible contractors and without effort to preclude the CITY from obtaining the lowest possible competitive price.

SPECIFICATIONS: Contractors must submit a proposal in accordance with the terms and conditions in this Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The CITY, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal Requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the CITY. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the CITY, are deemed to be rejected.

INSURANCE:

For CITY projects where the scope of work will be less than \$2,000,000, the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation; (2) public liability in an amount not less than \$250,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$5,000,000 where more than one person is involved in any one accident; and naming the City of Omaha an additional insured.

For CITY projects where the scope of work will exceed \$2,000,000, the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation; (2) public liability in an amount not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than \$5,000,000 where more than one person is involved in any one accident; and naming the City of Omaha an additional insured.

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The CITY reserves the right to reject any or all proposals, wholly or in part, or to award to multiple contractors in whole or in part. The CITY reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the contractor's competitive position. All awards will be made in a manner deemed in the best interest of the CITY.

PERFORMANCE AND DEFAULT: The CITY reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the CITY. Otherwise, in case of default of the contractor, the CITY may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: SELLER shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age,

or disability as recognized under 42 USCS 12101 et seq. and Omaha Municipal Code 13-89, political or religious opinions, affiliations or national origin.

DRUG POLICY: Contractor certifies that contractor maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the CITY.

II. SCOPE OF THE REQUEST FOR PROPOSAL

A. SCOPE

The CITY of Omaha (CITY) is issuing this Request for Proposal (RFP) to obtain bids from qualified contractors/vendors to enter into a contract for delinquent account collection services. The type and amount of debt for collections will be at the discretion of the City Finance Department.

The contractor will be responsible for all requirements and successful performance of this contract.

B. TERM

The agreement will be for a five (5) year term to begin on a date determined by the City of Omaha Finance Department after final determination of successful proposal, through City Council resolution. The Finance Director may extend the contract for one-year intervals for five (5) years.

Upon final selection, the Finance Department will prepare the necessary Council Documents for City Council action on the next available Council date. Multi-year contracts are submitted to the City Council by Ordinance. Ordinance passage requires three readings by the City Council.

C. INQUIRIES

Any explanation desired by a contractor/vendor concerning the meaning or interpretation of any RFP provision or questions must be submitted in writing to Irene Wolfe, Revenue Manager, no later than **4:00 p.m. CST on Wednesday, November 4, 2009** and clearly marked "Questions for Delinquent Account Collection Service". Questions may be sent via email to:

Irene Wolfe at iwolfe@ci.omaha.ne.us

The response to questions or clarifications will be provided **solely** through addendum posted on the Douglas County Purchasing Department's web site www.douglascountypurchasing.org.

D. PRIME CONTRACTOR RESPONSIBILITIES

The contractor will be required to assume responsibility for all contractual services offered in this proposal whether or not the contractor performs them. Further, the CITY will consider the contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract.

E. TERMINATION

1. The CITY may terminate the contract at any time if the contractor fails to carry out the terms or fails to make substantial progress toward the fulfillment of the contract obligations.
2. In such event, the CITY shall provide the contractor with thirty (30) days written notice of conditions which endanger contract performance. If after such notice the contractor fails to remedy these conditions, the CITY may send a certified letter to the contractor for immediate cancellation of the contract. In such event, the CITY would receive a pro-rated portion of the value of the performance bond depending on the value of the remaining portion of the contract.
3. The CITY will give the contractor sixty (60) days written notice of termination of contract if appropriations cease.

F. SCHEDULE OF EVENTS

The CITY expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	Wednesday, October 21, 2009
2.	Deadline to submit written questions	Wednesday, November 4, 2009 by 4:00 p.m. CST
3.	CITY'S response to written questions posted	Friday, November 6, 2009
4.	Deadline for submitting proposal(closing)	Wednesday, November 18, 2009 11:00 a.m. CST
5.	Proposal Opening Location: Legislative Chambers LC-4	Wednesday, November 18, 2009 11:00 a.m. CST

III. CONDITIONS

1. Proposals must be received prior to the closing date and properly marked "Delinquent Account Collection Services" to be considered.
2. Data and documentation included in the RFP becomes the property of the City of Omaha and will become public information upon opening proposals.
3. A transmittal letter signed by an authorized official must accompany this proposal on the company's official letterhead "certifying that all information presented herein is accurate and complete."
4. The City reserves the right to reject any and all proposals. All proposals must meet the specifications as shown, with alternate proposals considered. The City reserves the right to make award based on the RFP received without any further negotiations.
5. One (1) original and four (4) copies of the RFP must be submitted to allow for evaluation.
6. The firm awarded the contract must comply with the Contract Compliance Ordinance and have on file with the City of Omaha Human Rights and Relations Department, the annual Contract Compliance Report (Form CC-1). Any questions regarding the Contract Compliance Ordinance should be directed to the Contract Compliance Officer, Kathy Hendrix at 402-444-5056. A Contract Compliance Report (Form CC-1) is attached for completion and is to be submitted with your RFP.

IV. QUALIFICATIONS

Contractor must respond to all questions and requests for information in the order as follows. If any question or information request does not apply, indicate so by responding "not applicable". Responses must be submitted as part of your proposal. Restate each question or information request and record your firm's response below each restated question.

1. Contractor must be licensed in the State of Nebraska and provide proof with submission of proposal.
2. Contractor must be located within the City limits of Omaha, Nebraska and must be current on Federal, State and Local taxes, fees and licenses.
3. Provide a brief description of your company structure. Include owners, management, number of employees, average length of employment, etc. Provide a copy of your last independent audit with auditor's comments. Include audits by governmental and regulatory agencies.
4. Contractor and its employees must be bonded and insured and contractor must have "errors and omissions" coverage. Identify bond and insurance provider and the amounts of coverage.
5. Briefly describe your collection system, including skip-tracing capabilities.

6. Identify the number of accounts handled per year by your firm, the number of accounts serviced per employee, how the accounts are assigned to employees and on what basis employees are paid. Include your collection experience rate and an estimate of the collection rate the City can expect on our accounts.
7. What is the minimum amount of data required from the City of Omaha for you to service our accounts and how will you pass information between your firm and the City? What is the minimum account size (amount) you will accept? How soon after an account is referred does initial contact take place with the debtor?
8. How long do you work accounts before returning them?
9. Describe your policy regarding cancellations at the City's request.
10. Describe your policy regarding agency-initiated cancellations.
11. How would the City's account be serviced? Identify the person(s) responsible for our account. Include title and years of experience in collections.
12. Does your company "subcontract" any work?
13. Does your company refer information to credit bureau reporting services? Is there a dollar threshold before an account is referred? If so, identify the bureaus used.
14. Identify your attorneys or law firm. What is the dollar limitation on accounts brought to suit? Written authorization from the City is required for all accounts before legal action can be initiated.
15. Will your firm provide on site training for the City's collection staff if it is requested?
16. Please describe typical occasions when you feel it is necessary to contact your clients.
17. Contractor must provide copies of all reports for the services outlined in this RFP.
18. Contractor must provide a copy of disaster recovery plans and the ability to recover in case of emergency.
19. Contractor must provide written quality control guarantees in all operating areas and the most current quality report.
20. Contractor must provide names and phone numbers of five references, preferably within our industry or with comparable volumes, who are currently using the services requested in this RFP. Select a mix of long-standing and recent customers. See Bid Submission Sheet I
21. Contractor must provide copies of all agreements that are to be executed if the contract is awarded to your firm.

22. The cut-off date for statement purposes for this account will be the last business day of each month with monies and reports due by the 10th of the month. The firm must remit gross collections and submit a billing statement for fees.
23. Contractor may be required to make an oral presentation of their proposal.
24. Contractor must identify the location of operational areas and provide tours of operational areas.
25. Detail all charges, commissions, fees, terms and conditions for services to be provided as a percent of gross collections. Contractor may include any additional services, along with the costs involved. All such proposals may be accepted or rejected at the City's discretion. Each additional service will be evaluated on the basis of its benefit to the City.
26. The City has a billing company for Alarm (Fire & Burglary) billing and another for Rescue Squad Billing. Please outline what your charges would be if uncollectible accounts from either of these were turned over to your company.
27. What can your firm do for the City of Omaha that other agencies cannot?

BID SUBMISSION SHEET I

REFERENCES

CONTRACTOR NAME: _____

Contractors are expected to provide three (3) references with accurate contact information. Every proposal must include this Bid Submission Sheets (or an exact replica) to facilitate proposal evaluation. This is a requirement that will not be waived.

1. Name of business _____
 Address _____
 Contact person _____
 Telephone number/email address _____

2. Name of business _____
 Address _____
 Contact person _____
 Telephone number/email address _____

3. Name of business _____
 Address _____
 Contact person _____
 Telephone number/email address _____

**CONTRACT COMPLIANCE REPORT
FORM CC-1**

OHRD USE ONLY

ICE – Yes ()

No ()

I. Regulations:

A. Section 10-194 of the Omaha Municipal Code and the Rules and Regulations based thereon require:

1. Prior to the award of any contract in the amount of \$5,000 or more, the apparent successful bidder shall submit or have on file with the Contract Compliance Officer this Contract Compliance Report (form CC-1). This report shall be in effect for 24 months from the date the Contract Compliance Officer receives this report.

Important:

2. THE CITY OF OMAHA SHALL NOT CONTRACT WITH ANY APPARENT SUCCESSFUL BIDDER WHO DOES NOT SUBMIT OR HAVE ON FILE THIS FORM CC-1.

B. FILING THIS REPORT: Submit this completed form to the City of Omaha, Human Relations Department, Room 502, Omaha/Douglas Civic Center, 1819 Farnam Street, Omaha, Nebraska, 68183. Direct any questions regarding this report to the Human Relations Department at (402) 444-5055. Forms may be obtained from the City of Omaha Finance Department or the Human Relations Department. Fax No. (402) 444-5058.

C. Questionnaire (to be completed by the apparent successful bidder)

1. Bidder

Firm's Name: _____

Address: _____

City/State/Zip Code: _____

Phone No.: _____ Fax No.: _____

2. Headquarters or Principal Office (if different from #1)

Name: _____

Address: _____

City/State/Zip Code: _____

Phone No.: _____

3. Principal Official or Manager of Firm

Name: _____

Address: _____

City/State/Zip Code: _____

Phone No.: _____

4. Equal Employment Opportunity Officer
Name: _____
Address: _____
City/State/Zip Code: _____
Phone No.: _____
5. Please indicate your hiring area:
City(ies): _____
County(ies): _____
State(s): _____
6. Please list all minority and female organizations notified of employment opportunities with your firm in the last 12 months.
1. _____
2. _____
3. _____
4. _____
5. _____
7. Please list all unions with whom you have a collective bargaining agreement.
- | | Name | Address | Business Agent |
|----|-------|---------|----------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
8. Please indicate by a check, where appropriate, if you are a Protected Business Enterprise (PBE) i.e. your business must be at least 51% owned, controlled, and actively managed by protected class members, or, in the case of a publicly owned business, at least 51% of the stock is owned and controlled by protected class members. Refer to Omaha Municipal Code, Section 10-191, (g) and (h).

ONLY CHECK IF YOU HAVE BEEN CERTIFIED BY THE HUMAN RELATIONS DEPARTMENT

Check if PBE ()

Check Type of PBE

Black ()

Hispanic ()

Asian and Pacific Islander ()

American Indian or Alaskan Native ()

Female ()

- 8.(a) Please indicate by a check, where appropriate, if you are certified as a Disadvantaged Business Enterprise (DBE) i.e. your business must be at least 51% owned, controlled, and actively managed by individuals who are socially or economically disadvantaged, or in the case of a publicly owned business, at least 51% of the stock is owned and controlled by socially or economically disadvantaged individuals. Refer to Omaha Municipal Code, Section 10-191, (m).

ONLY CHECK IF YOU HAVE BEEN CERTIFIED BY THE HUMAN RELATIONS DEPARTMENT

Check if DBE ()

9. Please list all minority or female owned firms from whom you have subcontracted or solicited subcontracts in the past 12 months. Please indicate by a check whether subcontractor is minority or female firm.

	Name	Address	() Minority Firm	() Female Firm
a.	_____	_____		
b.	_____	_____		
c.	_____	_____		
d.	_____	_____		
e.	_____	_____		
f.	_____	_____		

II. Employment Data:

USE DATA FOR OFFICE LOCATED IN THIS REGION. IF THERE IS NO LOCAL OFFICE, PROVIDE THE HEADQUARTER'S DATA.

Please complete the following chart identifying your work force by race, sex, and job category. This information may be obtained by visual survey or post-employment records, neither of which is prohibited by any Federal, State or local law. An explanation of the job categories follows the signature and date line. **USE THE MOST RECENT PAYROLL PERIOD AND INDICATE THE OFFICE LOCATION USED TO COMPLETE THIS WORK FORCE INFORMATION.**

Employment Data Chart:

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES							
	TOTAL MALE & FEMALE	MALE	FEMALE	MALE				FEMALE			
				Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native
Officials, Managers and Supervisors											
Professionals											
Technicians											
Sales/Workers											
Office and Clerical											
Craftsman (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Apprentices											
TOTAL											

Payroll Period Used: _____ (most recent payroll)

Office Location Used: _____

III. Agreement:

In connection with any contracts I may enter into with the City of Omaha for the life of this form, I agree to do the following:

- A. Not discriminate against any employees or applicant for employment because of race, religion, color, sex, national origin, age, or disability;
- B. Take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or disability;
- C. Post in places available to employees and applicants for employment, Equal Employment Opportunity notices provided by the Contract Compliance Officer;
- D. Include in all solicitations or advertisements for employees placed by or on behalf of the contractor, a statement that all qualified applicants will be considered for employment without regard to race, religion, color, sex, national origin, age, or disability;

- E. Notify in writing each labor union with whom the contractor has an agreement of the contractor's commitment to the Equal Employment Opportunity Clause;
- F. Permit reasonable access to those records which the Contract Compliance Officer deems relevant to determine compliance with the Equal Employment Opportunity Clause;
- G. Allow the Contract Compliance Officer to question witnesses and otherwise investigate such facts, conditions, practices, or matters which the Contract Compliance Officer deems relevant to determine compliance with the Equal Employment Opportunity Clause;
- H. Correct subcontractor's noncompliance with the Ordinance through actions recommended by the Contract Compliance Officer including withholding all future payments to subcontractor(s) in violation until the Contract Compliance Officer determines that the subcontractor(s) is complying with the Ordinance;
- I. Notify each subcontractor of the contractor's commitment to the Equal Employment Opportunity Clause;
- J. Keep and retain all personnel records for one year from the date received such as applications, job advertisements, evaluations, terminations, promotions, etc.;
- K. To cause his/her subcontractor(s) to keep and retain the same records as listed above under Letter J;
- L. To certify that all employees directly involved with the contract will be given a discrimination prevention seminar approved by the Human Relations Department;
- M. Notify minority and female organizations of employment opportunities and maintain records of organizations' responses;
- N. Maintain a file of the name and address of each protected class applicant showing the date of contact and whether the applicant was hired or referred to the union hiring hall and if not hired or referred the reason(s) why;
- O. Notify the Contract Compliance Officer when union(s) with whom the contractor has an agreement has not referred a protected class worker sent by the contractor or when the union referral process has impeded the contractor's ability to employ workers protected class; and,
- P. Solicit bids for subcontracts from available protected class subcontractors including circulation to minority associations and maintain records of such.

I certify that I have provided accurate information in this report, that I have read the agreement in Part III, and that I am authorized to commit the contractor to comply with the Agreement.

Firm's Name: _____

(Date of Signing)

Signature: _____

(Print Name)

(Title)

(Signature)

Guidelines For Employment Data Chart

Please refer to the following explanations to complete the employment data in Part II.

Race/Ethnic Identification:

Black – All persons having origins in any of the Black African racial groups not of Hispanic origin;

Hispanic – All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;

Asian and Pacific Island – All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands;

American Indian or Alaskan Native – All persons having origins in any of the original peoples of North America or maintaining identifiable tribal affiliations through membership and participation or community identification.

Job Categories:

Officials and managers – Occupations requiring administrative personnel and who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professional – Occupations requiring either college graduation or experience of such kind and amounts to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians – Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about two years post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers and operators, drafters, engineering aides, junior engineers, mathematical aides, licensed practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales – Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks and cashier-checkers, and kindred workers.

Office and clerical – Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: Bookkeepers, cashiers, collectors (bills and accounts), messengers and office helpers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craft worker (skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairs, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

Operatives (semi-skilled) – Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: Apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics building trades, metal working trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, dressmakers and seamstresses (except factory), dryers, furnace workers, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (except construction and maintenance), photographic process workers, stationary firefighters, truck and tractor drivers, weavers (textile), welders, and flamecutters, and kindred workers.

Laborers (unskilled) – Workers in manual occupations which generally require no special training perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service workers – Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses aides and orderlies), barbers, charworkers and cleaners, cooks (except household), counter and fountain workers, elevator operators, firefighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices – Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.