

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

Offer Sheet

SOLICITATION NO: TVN0024

COMMODITY/SERVICE DESCRIPTION: COLLECTION OF DELINQUENT ACCOUNTS

DATE ISSUED: JULY 2, 2012

PRE-PROPOSAL CONFERENCE TIME AND DATE: 1:00 PM ON JULY 10, 2012.

REQUISITION NO.: RQM 1100 12060800401

LOCATION:

**AUSTIN ENERGY
TOWN LAKE CENTER
721 BARTON SPRINGS RD., STE. 130
AUSTIN, TX 78704**

COMMODITY CODE: 94633

PROPOSAL DUE PRIOR TO: 2:00 PM ON AUGUST 2, 2012

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

COMPLIANCE PLAN DUE PRIOR TO: N/A

TERRY V. NICHOLSON

PROPOSAL CLOSING TIME AND DATE: 2:00 PM ON AUGUST 2, 2012



**Senior Buyer
Phone: (512) 322-6586**

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. [Log onto https://www.cityofaustin.org/purchase](https://www.cityofaustin.org/purchase) and follow the directions.

SUBMIT 1 ORIGINAL AND 5 SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Insert Vendor Name & Address

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code__

Phone No. ()

Fax No. ()

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: _____

Remit to Address: _____

City, State, Zip Code__

Email Address__

Offer Sheet

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All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable
- Bid Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

NOTES:

The Vendor agrees, if this Offer is accepted within 180 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

When sending a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 3PM, one (1) week prior to the solicitation closing date. Submissions may be made via email to Terry.Nicholson@austinenergy.com, or via fax at (512)322-6490.

2. **INSURANCE.** Insurance is required for this solicitation.

A. **General Requirements.** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: **TERRY NICHOLSON - RFP TVN0024**
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

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- (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 3. Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 4. The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

Professional Liability Insurance. The Contractor shall provide coverage, at a minimum limit of \$1,000,000.00 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

Commercial Crime Policy: Section 0300, 32.B is modified to add the following requirement:

Contractor shall provide coverage for all losses emanating from the handling of City checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of \$5,000,000.

- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

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3. **PERFORMANCE BOND**

- A. The Contractor shall provide a Performance Bond in an amount equal to **75% of the projected annual recovery estimate** within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

PROPOSERS MAY CHOOSE CONTRACT PERFORMANCE SECURITY OPTION 6 OR 7

4. **CONTRACT PERFORMANCE SECURITY OPTION – IRREVOCABLE LETTER OF CREDIT**

The purpose of the Irrevocable Letter of Credit is to create a primary obligation on the part of the Issuing Financial Institution and the City of Austin. The Irrevocable Letter of Credit shall be signed by an authorized official of the issuing Financial Institution.

Funds in an amount up to but not exceeding an amount equal to 50% of the contract value shall be available to the contract expiration date, plus sixty (60) calendar days thereafter. The Issuing Financial Institution agrees to honor the Irrevocable Letter of Credit upon receipt of a properly dated letter demanding payment. No other substantiation or documentation will be requested or required. The check for the amount requested will be transmitted within ten days of the receipt of the letter as long as it is presented to the Issuing Financial Institution on or before the close of business within sixty (60) calendar days of the contract expiration date.

The Irrevocable Letter of Credit shall be deemed automatically extended without amendment for one year from the contract expiration date, or any future expiration date, unless sixty (60) days prior to any future expiration date, the Issuing Financial Institution notifies the City of Austin that they elect not to consider the Irrevocable Letter of Credit renewed for any such additional period. Notice of non-renewal shall be sent to:

City of Austin Purchasing Office
Attn: Terry Nicholson – RFP TVN0024
721 Barton Springs Road
Austin, Texas 78704

The Irrevocable Letter of Credit shall contain the following identifiers: 1) Date of Irrevocable Letter of Credit; 2) letter of Credit Number; 3) Contract Number; 4) Amount in U.S. Dollars; 5) Contract Expiration Date; 6) Customer Name and Address; 7) Issuing Financial Institution Name and Address; 8) Beneficiary Name and Address.

The Irrevocable Letter of Credit shall be governed by the laws of the State of Texas with venue in Travis County.

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5. **FIDELITY BOND**

- A. The Contractor shall provide a Blanket Position Fidelity Bond in an amount of \$500,000.00 within 14 calendar days after notification of award. The Blanket Position Fidelity Bond shall cover each employee who handles money or safeguards assets and the Contractor agrees to make, and pursue to conclusion, a claim against such bond when an employee is found to have violated the bond provisions.
- B. The Fidelity Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

6. **FACTA COMPLIANCE**

The City requires Offerors submitting Offers on any Solicitation which may utilize or access City Customer Account Information, directly or indirectly, to provide a signed affidavit certifying that the Offeror has reviewed the provisions of the Fair and Accurate Credit Transactions Act (FACTA) [16 CFR 681] and agrees to exercise due diligence, in accordance with reasonable policies and procedures, to detect, deter and prevent the risk of identity theft (See Section 0840, FACTA Affidavit included in the solicitation).

By signing the Affidavit, the offeror affirms to the City that it maintains its own identity theft prevention program. The City may only award a Contract, to which this provision applies, once the signed and notarized Affidavit is received.

7. **TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of twenty four (24) months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A TWENTY FOUR (24) MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

8. **QUANTITIES**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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9. **INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy, Receivables Management
Attn:	Lisa Tamez
Address	721 Barton Springs Rd.
City, State Zip Code	Austin, TX 78704

- B. On the first business day following each weekend, Contractor shall compile electronic information on payments in an Excel 2003 format received during the prior week and transmit this data to Receivables Management on a secure ftp server owned and maintained by Contractor. The weekly electronic remittance file shall contain at least the following data fields:

- Customer account number
- Customer name
- Driver's license number and/or Social security number or Tax Identification number
- Service address
- Last known mailing address
- Account balance due

A paper invoice shall be mailed to AE Receivables Management to the address above on the same day that the electronic file is transmitted, including City of Austin customer account number, customer name, and amount received. Invoices must reflect transmittal date of account to Contractor or all other information needed to review fee requested. Invoices should also reflect any adjustments made to each account so that total payment amount to Contractor is reflected on both electronic and paper invoices. Contractor must ensure that duplicate invoices are not submitted.

10. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

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- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

11. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

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- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

12. CONTRACT MANAGER

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Lisa Tamez

Austin Energy

721 Barton Springs Rd.

Austin, TX 78704

Phone: 512-972-7735

Email: lisa.tamez@austinenergy.com

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. All proposals shall be organized by identifying the Scope of Work (Section 0500) and Proposal Preparation Instructions (Section 0600) sections/subsection and text followed by the proposed response.

The proposal itself shall be organized in the following format and informational sequence:

A. Part I - Business Organization:

State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate. Specifically indicate:

- i. List the various credit bureaus of which you are a member and indicate if you report to each particular bureau.
- ii. List all professional organizations of which you are a member.
- iii. How long has your agency been in business?
- iv. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. Describe how you test for Fair Debt Collection Practices Act (FDCPA) compliance. If your agency has been fined, censured or reprimanded for failure to comply with the FDCPA or other state collection regulations, explain the circumstances involved. The Proposer must state his compliance with terms of this Request for Proposal (RFP).
- v. Provide a copy of the last two (2) years of your organizations audited corporate financial statement.
- vi. Provide a copy of the organizations most recent SSAE 16 Report.
- vii. Detail any and all procedures, processes and/or infrastructure you have in place to maintain your data systems and business processes in the event of a disaster (i.e. complete power failure, system crash, earthquake, flood, fire, etc.).
- viii. Respondents shall submit 1) a signed letter, on company letterhead, from the respondents insurance producer certifying that the respondent is capable of meeting the insurance requirements stated in the Supplemental Purchase Provisions (Section 0400).
- ix. Respondents shall submit a signed letter (on company letterhead) from the respondent's bonding agent certifying qualification and capability of meeting the bonding requirements given in the Supplemental Purchase Provisions (Section 0400), or a signed letter from the respondent's issuing financial institution certifying that it will obligate itself on behalf of respondent and comply with the Irrevocable Letter of Credit requirement detailed in section 0400 (Supplemental Purchase Provisions).

B. Part II - System Concept and Solution:

- i. Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. Proposer shall submit with the RFP response, a written plan covering collection account set up, mobilization and de-mobilization pertaining to the electronic transmission of individual account information, and funds remittance.
- iii. Provide any additional information necessary to evaluate your proposal.

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C. Part III - Program:

i. Work Plan

Describe your Work Plan for achieving the Specifications, Implementation and Contractor Responsibilities as outlined in the Scope of Work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment.

ii. Tasks

Describe your work program by tasks. Detail the entire process to be implemented to complete the required work. This detail should include, but is not limited to, a description of the following:

- a. Data transfer of assigned accounts such as – payment files, adjustment files, non-sufficient funds (NSF) files
- b. Partial payments and payment plans
- c. The length of time you actively work accounts and a description of what happens when they go to inactive status
- d. Combining of multiple accounts
- e. Report submission, debt collection and billings to the City of Austin
- f. Transfer of recalled accounts to the City of Austin
- g. All types of customer contacts made by your agency and the timing of each contact type
- h. Contact/communication with non-English speaking and hearing-impaired customers
- i. Procedures regarding customer complaints, including a description of any documentation or feedback provided to the collector by clients
- j. Referrals to Credit Reporting Bureaus, including the timing of reports and how often you report to the credit bureaus. If you do not report to a credit bureau, indicate if you would be willing to do so for Austin Energy accounts
- k. Technical capability for automated data processing, data transfer, electronic report development, electronic banking and telephone system/recording systems. Also include any near-future technical enhancements you may be contemplating
- l. An estimate of ramp-up time needed to begin collecting for AE

iii. Workforce

Describe your workforce as relates to this Proposal. This detail should include, but not be limited to a description of the following:

- a. The size and composition of your current workforce. If you do not believe it to be of adequate size to handle the anticipated volume from AE, detail how many additional employees would be needed and when would they be fully trained.
- b. From where you employ most of your employees (i.e., other agencies, college students, etc.)
- c. The average tenure of your collectors and the employee turn during the past three (3) years
- d. If your collection associates are Association of Credit and Collection Professionals (ACA) certified, explain briefly if they are paid a salary or commission
- e. The training programs you provide your collection associates
- f. Your ratio of collectors to supervisors/managers
- g. The types of quality control/monitoring which are in place and if conversations are monitored, recorded or both

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Commission and Recovery Rates

- a. Describe your standard rate of commission and if it varies based on number of accounts, dollars assigned or age of debt. If your rates vary, please explain. Also indicate if reports and communications are included in this fee. If not, explain any associated charges.
- b. Your current average number of monthly referrals from all sources
- c. The average collection time for an account from placement to payment in full for the past twelve (12) months
- d. Your average recovery rate for all 2010 referrals, including:
 - The highest average recovery rate you achieved for a client for 2010 referrals
 - The lowest average recovery rate you achieved for a client for 2010 referrals
 - The reason for any difference
 - Your firm's estimation of what Austin Energy can expect as a gross recovery rate of the dollars listed

v. Documents

Provide, as part of your proposal, samples of the following:

- a. Letters and other correspondence
- b. Monthly collections/referral/commission reports such as an Itemized Transaction Report/Statement along with the supporting invoices/reports which reflect remittance, NSF, fees being reimbursed, fees due to Agency, etc.
- c. Telephone scripts
- d. Any other pertinent documents

D. Part IV - Project Management Structure

- i. Provide the following information:
 - a. A general explanation and chart which specifies the organizational and management structure of the agency, how the team will interface with City Credit and Collections staff, and the approximate total resources assigned to the project. For each team member, provide the following information on the organizational chart: name, title/function, percent of time on site, and approximate total hours assigned to the project. Please include how long your management team and key employees have been employed by your company and how long they have been involved in the collection industry.
 - b. Provide information to show that the financial management structure includes a separation of financial functions that provides a system of "checks and balances" for financial control purposes.
 - c. For the dedicated Account Manager who will support and lead the overall relationship under this contract, provide the following: name, title, location where housed, resume that shows a brief summary of experience, and contact information (telephone and e-mail address). If a separate individual, please provide the same information for the single point-of-contact for billing, follow-up, and problem resolution.
- ii. Submit statement that Proposer is in good standing with all relevant licensing and regulatory agencies. If the Proposer is a partnership/joint venture, this information must be submitted for each partner.

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PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP TVN0024
COLLECTION OF DELINQUENT ACCOUNTS**

- iii. If the Proposer is a partnership or joint venture between multiple organizations, a copy of the formal written agreement must be submitted that defines each partner's role and responsibilities, and designates one partner as having lead management and fiduciary responsibility for the Program.

E. Part V - Prior Experience:

- i. Please provide a client list of all your Texas and/or Austin accounts along with current contact information.
- ii. Indicate how many clients you perform collection work for.
- iii. Describe only relevant corporate experience including but not limited to utility and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project will actively participate.
- iv. Submit with the response, a statement of consent to permit Austin Energy to select the business references to verify collection work experience at its sole discretion.

F. Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

- G. Part VIII - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

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- H. **Part IX - Proprietary Information**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- I. **Part X - Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- J. **Part XI - Cost Proposal**: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. Due to the nature of Collections work, Total Evaluated Cost will be based on a proposed commission rates identified for each level of participation. Respondents are encouraged to submit the appropriate commission rate for each level of interest (e.g. Primary, Secondary, Tertiary & low-dollar) with the proposed commission rates clearly identified for each category.

2. **EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. Any exception taken to any portion of the Solicitation must be clearly identified and include complete explanation as to the exception. Failure to identify exceptions or proposed changes with a full explanation will constitute acceptance of the terms and conditions proposed by the City in this solicitation. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

3. **PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. **EVALUATION FACTORS AND AWARD**

- A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

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B. Evaluation Factors:

i. 100 points.

Organization and Management Structure

- Organizational and service structure
- Key staff qualifications, tenure and experience
- Relationship with any major Credit Bureaus and good standing with all relevant licensing and regulatory agencies **20 Points**
- Financial strength, stability in the marketplace and disaster recovery plans
- Professional memberships, including Texas and/or American Collector's Association

System Concept and Solution

- Responsiveness to and understanding of requirements, terms and conditions
- Sophistication of internal technology
- Payment handling procedures
- Handling of non-English speaking customers (especially Spanish-speaking) and handling of customers questions/problems **25 Points**
- Collection Activities/Processes, including letter series and number of telephone calls, along with sample letters, correspondence, reports and telephone scripts
- Workforce structure and capability to handle Austin Energy collection activities
- Commission and recovery rates, including past performance descriptions and explanation of any varying rates of commission
- Implementation plan and timetable for initiating the collection activities described

Demonstrated Applicable Experience

- Demonstrated corporate experience with Utility and/or Hospital/Medical debt
- Experience with clients located in Austin Energy's territory and/or Texas, particularly any related Utility and/or Hospital/Medical clients. **20 Points**
- Experience with similar volume and value of placements
- Strength of customer references

Local Presence

- The City will award extra points for businesses that are headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years based on the following criteria: **10 Points**
 - Local business presence of 90 to 100% - 10 points
 - Local business presence of 75 to 89% - 8 points
 - Local business presence of 50 to 74% - 6 points
 - Local business presence of 25 to 49% - 4 points
 - Local business presence of 1 to 24% - 2 points
 - No Local business presence – 0 points

Commission Rate

- Responders are encouraged to submit proposals for all levels of collections. Each level proposed will be evaluated separately with the appropriate Commission Rate **25 Points** applied.

ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

City of Austin
Purchasing Office
Local Business Presence Identification Form

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Signature, Authorized Representative of Offeror

Title

Date

END

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: RFP TVN0024

PROJECT NAME: COLLECTION OF DELINQUENT ACCOUNTS

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: RFP TVN0024
PROJECT NAME: COLLECTION OF DELINQUENT ACCOUNTS

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	
Address	
City, State Zip	
Phone	Fax Number
Name of Contact Person	
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	\$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	\$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____
Director _____ Date _____

Director/Deputy

SECTION 903

AFFIDAVIT OF COMPLAINT

I HEREBY AFFIRM that I, [name] _____, am the [title] _____, and the duly authorized representative of [name of business] _____. I am over 18 years of age, of sound mind, capable of making this affidavit, personally acquainted with the facts stated in it, and I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I ACKNOWLEDGE that, in accordance with the Fair and Accurate Credit Transactions Act (FACTA), the City of Austin is required to ensure that the activities of service providers who provide services related to covered accounts under FACTA are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identify theft.

I FURTHER AFFIRM that the aforementioned entity maintains its own identity theft prevention program, consistent with the guidance of the red flag rules in FACTA, and validated by appropriate due diligence.

Signed this the ___ day of _____, 20__

Signature of Affidavit

BEFORE ME, the undersigned authority, personally appeared _____, who being by duly sworn, stated that the contents of this affidavit are true and correct.

SWORN TO AND SUBSCRIBED before me on the ____ day of _____, 20__.

Notary Public in and for the State of Texas

My commission expires: _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: RFP TVN0024

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 94633

DESCRIPTION: COLLECTION SERVICES

- Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- Cannot meet the Scope of Work / Specifications.
- Cannot provide required Insurance.
- Cannot provide required Bonding.
- Job too small.
- Job too large.
- Do not wish to do business with the City. Remove my company from the City's Vendor list.
- Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title