

**ALBANY WATER BOARD**  
**REQUEST FOR PROPOSALS**  
**FOR THE PROVISION OF**  
**COLLECTION AGENCY SERVICES**

**August, 2010**

**SECTION 1: PURPOSE**

- 1.1 The Albany Water Board and the City of Albany Department of Water and Water Supply hereby requests proposals from qualified firms to provide collection services applicable to unpaid and delinquent accounts. The Albany Water Board, a New York State Public Authority, operates and maintains the City of Albany water, sanitary, stormwater and combined sewer collection systems. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

**SECTION 2: RECEIPT OF PROPOSALS:**

- 2.1 Three (3) copies of the proposal must be received no later than Tuesday, September 7, 2010 at 2:00 p.m. at the following address:

Corporation Counsel  
Attn: Bradford D. Burns, Assistant Corporation Counsel  
City of Albany  
24 Eagle Street  
Albany, New York 12207
- 2.2 The proposals submitted will be the documents upon which the Albany Water Board will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the services contemplated by the contract.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the Board to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the Board, or participating in any selection interviews.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals (RFP) unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The Albany Water Board reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals.

**SECTION 3: QUALIFICATIONS OF PROPOSER:**

- 3.1 Each proposer shall provide a statement of qualifications including:
  - a. A brief history and description of the firm submitting the proposal.
  - b. Identification of a project team manager or point of contact for all management issues. Please include a copy of the resume for the project team manager.
  - d. At least three (3) references, including addresses and telephone numbers.
  - e. A signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
  - f. A summary of similar projects or work undertaken by the firm and the experience on similar projects or work of each of the firm's professional staff members who will be assigned to engagement if the firm's proposal is accepted.
  - g. Any additional information which would serve to distinguish the firm from other firms submitting proposals such as examples of work on projects similar to the project contemplated by this RFP, any special expertise or experience of the firm, etc.
  
- 3.2 The Albany Water Board may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposer shall promptly furnish all information and the Board may subsequently request data for this purpose.

**SECTION 4: SCOPE OF SERVICES:**

The collection agency shall provide the following services for the Albany Water Board:

- 4.1. Provide collection services for unpaid and delinquent accounts receivables for all services offered by the Albany Water Board.
  - a) Vendor shall work with accounts referred by the Albany Water Board Commissioner or his designee only.
  - b) Vendor shall not have full rights to all accounts and shall only be able to pursue collections on those accounts forwarded by the Albany Water Board.

c) Albany Water Board shall provide copies of documentation as required by the vendor to respond to debtors' requests. Albany Water Board will make every effort to provide all pertinent information to the vendor through the account referral data in a format approved by the Albany Water Board.

d) Vendor shall allow for time payment agreements and place this statement on all collection notices. Albany Water Board Commissioner shall set parameters in which the Contractor may accept a payment agreement without permission of the Albany Water Board.

e) Vendor shall place no delinquent accounts with any attorney for collection without the express written consent of the Albany Water Board.

f) Vendor shall not have authority to accept a compromise settlement on any account without written consent of the Albany Water Board Commissioner or designee for all accounts. This consent may be accomplished by setting parameters in which the vendor may accept a settlement without permission.

g) Albany Water Board will provide a log of all account types by which tracing and annual reporting will be required.

4.2. Service Specifications and Scope of Work

a) Vendor shall make a minimum of two written or telephone contacts for each account (unless the account clears sooner) within sixty days of receipt of account. Vendor should provide in proposal detailed steps that will be taken once account is received from the Albany Water Board and number of contact and procedures that will be taken.

b) Vendor will provide an acknowledgement of accounts placed with the agency within ten (10) days of placement.

c) Vendor shall make contacts with delinquent accounts under the name of the collection agency.

d) Vendor shall submit status reports on all accounts on a monthly basis. This shall include data for each customer, detailing information such as:

- original placed value of , the value of the current debt, money received, charges waived, interest charged, balance due, and date of last payment. A financial summary will also be required showing "period to date" and "year to date" totals for pertinent information such as: ***Receipts, net accounts receivable, total accounts receivable, and collection percentage.*** In addition, an aging report should be available in summary and in detail. Vendor is to provide copies of all available reports. A year-

end report as of December 31 (Albany Water Board's fiscal year-end) will be provided annually to include:

- Detailed listing of all accounts
- Detailed listing of all accounts closed in past year
- Detail of all activity by account in past year
- Summary of all the above reports

e) Vendor shall conduct skip tracing on delinquent accounts. Vendor to provide specific tools used to conduct skip tracing.

f) Vendor shall report all uncollected accounts to the major credit bureaus unless a type is excluded from reporting by the Albany Water Board Commissioner. Such reporting must be in accordance with all applicable Federal and New York laws. Vendor shall not report accounts to the credit bureaus until the Vendor has worked the account for 60 days. At the request of the Albany Water Board Commissioner, the Vendor shall remove an account notification from all affected bureaus and provide a copy of that notification to the Albany Water Board Commissioner. In accordance with the Fair Credit Reporting Act, the Albany Water Board requires that accounts be cancelled from each credit bureau upon request of the Albany Water Board Commissioner.

g) Vendor shall accept automated or manual transfer and payment information from the Albany Water Board or other vendor's database. It is expected that the contractor will work (at no additional cost) with the Albany Water Board and its software to ensure accurate and timely transmission of data.

h) Vendor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) to ensure the confidentiality, security, and safety of all files, documents, computer files, etc.

i) Vendor shall provide in its proposal any other information about their collection and shall provide detailed information about their collection methods to be used.

4.3. Vendor shall perform all work in strict compliance with all Federal and New York State laws applicable to debt collectors.

4.4. Vendor shall perform all work in accordance with state and local laws.

4.5. The Albany Water Board is customer service oriented and firmly believes in a positive approach in dealing with customers. The Contractor shall not use tactics that may be interpreted as harassment or as demeaning or that may reflect poorly on the Albany Water Board's efforts. The Albany Water Board prohibits any collection enforcement procedures not consistent with the Albany Water Board's requirements. The Albany Water Board requires the Contractor to exercise high

ethical standards in their collection philosophy and techniques. The Contractor shall conduct its collection business in a professional manner, which will preserve the dignity of the Albany Water Board and its relationship with its citizens.

- 4.6. The Albany Water Board will provide overall guidance on the conduct of the collection service as it will reflect on the Albany Water Board's policies and reputation.
- 4.7. Vendor shall meet quarterly with the Albany Water Board and/or Albany Water Board staff to discuss all services and discuss prior quarter's results, and Vendor may be asked to periodically provide training to Albany Water Board Commissioner and other department staff at no cost. The vendor will also provide recommendations on how the Albany Water Board can reduce future bad debt.
- 4.8. Vendor shall maintain accurate records of all transactions. Albany Water Board shall perform periodic audits to ensure that all amounts collected are accurately reported and remitted.
- 4.9. The Albany Water Board Commissioner shall be allowed access to debtor accounting information through an on-line terminal or the internet, such that the Commissioner may view, send or receive messages, generate recovery analysis reports or audit debtor files at anytime.
- 4.10. Vendor shall maintain records supporting each assigned account. All such records (correspondence, documents, accounting records and other relative evidence) shall be made available to the Albany Water Board for review upon request. These records should be maintained for a period of seven (7) years after termination of the collection action on each account.

**SECTION 5: CONTRACT:**

- 5.1 The Albany Water Board reserves the right to award the collection services work, in whole or in part, to one or more collection agencies of firms. Any award of the work contemplated by this RFP shall be conditioned on the later execution of a formal written contract. The Albany Water Board reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract. A sample Albany Water Board services contract is available upon request.
- 5.2 The selected proposer(s) will be required to execute a contract with the City of Albany. The term of the contract shall be one (1) year and six (6) months and shall commence on or about July 1, 2010. The City of Albany shall have the option to extend the agreement for two (2) additional one (1) year periods upon budget approval. A sample Professional Services Agreement is available upon request.

**SECTION 6: COST PROPOSAL:**

- 6.1 The Albany Water Board prefers to not incur any costs for this program. All monies paid to the vendor will come from collected fines and fees deducted from monies collected by vendor with an accounting in detail provided monthly. Accordingly, the fee proposal submitted by the vendor shall include:
  - a) The percentage of all monies collected that will be retained by vendor.
  - b) A guarantee that if an account is reduced or cancelled by the Albany Water Board, no collection fee will be due the vendor for the amount so reduced or cancelled.
  - c) The proposal must provide a guarantee that no additional fees will be charged to the Albany Water Board without prior written consent by the Board.

**SECTION 7: PROPOSAL EVALUATION:**

- 7.1 Proposals shall remain valid until the execution of a contract by the Albany Water Board.
- 7.2 Proposals shall be examined and evaluated by a committee. A recommendation will be made to the Albany Water Board for a contract award based on the following criteria: (a) the proposer’s demonstrated capabilities, professional qualifications, experience, and track record in related engagements; (b) the wherewithal of the proposer to render the requested services to the Board in a timely fashion; (c) the completeness of the proposal; and (d) the total proposed cost.

**SECTION 8: ALTERNATIVES:**

- 8.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternatives matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

**SECTION 9: INDEMNIFICATION:**

- 9.1 The selected proposer will be required to defend, indemnify and save harmless the Albany Water Board and its members and officers, and City of Albany and its officers, employees, and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney’s fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected

proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

**SECTION 10: SPECIFICATION CLARIFICATION:**

- 10.1 All inquiries with respect to this Request for Proposals shall be directed to the individual referenced in Section 2.1 above.
- 10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 2.1. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

**SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:**

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the Albany Water Board and promptly thereafter demonstrates to the reasonable satisfaction of the Board that there was a material and substantial mistake in the preparation of his proposal, that proposer may withdraw his proposal and any proposal security will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

**SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:**

- 12.1 The selected proposer will be required to procure and maintain at its expense the following insurance coverage:
  - (a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for the proposer's employees in the event of job-related injuries.
  - (b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000.
  - (c) Professional Malpractice Insurance: A policy or policies with limits of not less than \$1,000,000.

- 12.2 All insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A". Each policy of insurance shall be in form and content satisfactory to the Albany Water Board's Counsel, and shall provide that: (a) the Albany Water Board and the City of Albany are named as an additional named insureds; (b) the insurance policies shall not be changed or cancelled until thirty days after the Board receives written notice of such change or cancellation; and (c) the insurance policies shall be automatically renewed upon expiration and continued in force unless the Board is given thirty days written notice to the contrary.
- 12.3 No work shall be commenced under the contract until the selected proposer has delivered to the Board's Counsel proof of issuance of all policies of insurance required by the contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the Board, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the Board for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, this contract may, at the election of the Board, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance, shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

**SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT:**

- 13.1 Each proposer shall complete and submit with its, his, or her proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found on the two (2) pages which follow this page.

**NON-COLLUSIVE PROPOSAL CERTIFICATE  
PURSUANT TO  
NEW YORK STATE  
GENERAL MUNICIPAL LAW SECTION 103-D**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name and title)

\_\_\_\_\_  
(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of \_\_\_\_\_
Qualified in \_\_\_\_\_
Commission Expires \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of \_\_\_\_\_
Qualified in \_\_\_\_\_
Commission Expires \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me personally came \_\_\_\_\_, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of \_\_\_\_\_
Qualified in \_\_\_\_\_
Commission Expires \_\_\_\_\_