

Cameron County  
Regional Mobility Authority  
Request for Proposal  
2024-001  
Debt Collection Services

March 18, 2024

Addendum I  
April 17, 2024



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## 1 INTRODUCTION

The Cameron County Regional Mobility Authority (hereinafter the “Authority” or “CCRMA”) issues this Request for Proposals (RFP) to solicit competitive Proposals for debt collection services to maximize the collection of delinquent customer payments for FUEGO Toll Tag and Pay-by-Mail toll charges including \$1.00 processing fee.

Based on the Proposals received in response to this RFP, the Authority’s intent is to enter into a contract with one Proposer to implement debt collection services; however, this RFP does not constitute an offer to contract with a Proposer. Selected Proposal will be implemented, or not implemented, by the Authority at its sole discretion. After the award, said selected Proposer will be referred to as a/the “Contractor.” For the purpose of this document, the term "Proposer" means the prime proposing firm acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "Proposal" means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation.

It is anticipated the awarded Contract will be effective for three (3) years with two (2) optional one (1) year extensions.

## 2 BACKGROUND

The Authority is a Regional Mobility Authority and political subdivision of the State of Texas governed by the provisions of the Texas Transportation Code, Chapter 370 (the “RMA Act”). The CCRMA currently owns and operates the State Highway (SH 550) Toll Road as identified in [Appendix A](#). The Authority has established toll rates for the use of SH 550 and its toll collection regulations are enforced pursuant to the provisions of Section 370.177 of the Texas Transportation Code. Lane configurations for the collection of tolls consists of the Authority’s Electronic Toll Collection System (“FUEGO”) and Video Toll Collection System (“Pay-by-Mail”) based on license plate images.

Annually, more than 5.6 million toll transactions take place on SH 550, with more than 27% of the toll payments processed electronically through the use of FUEGO and interoperable transponders. SH 550 is a cashless toll road. All vehicles are eligible for its use since no stops are required to pay tolls. The CCRMA utilizes FUEGO Tag as its primary Electronic Toll Tag. The use of other Texas Toll Tags, Oklahoma Toll Tags and Florida Toll Tags are supported through the Statewide Interoperability Hub. FUEGO account setup, maintenance, and customer service is provided through the CCRMA’s Customer Service Center (CSC). On July 17, 2023, the CCRMA entered into an Interlocal Agreement with Harris County Toll Road Authority (HCTRA) for the management of CCRMA’s Back Office Systems (BOS). The CCRMA is in the process of developing additional partnerships with other local governments through Interlocal Agreements for interoperability within the local region, state and internationally.

### 2.1 FUEGO COLLECTIONS PROCESS

A FUEGO customer receives a notification when a FUEGO account has had a negative balance for 30 days and again when the account has had a negative balance for 45, 60 and 75 days. Once a FUEGO account is negative for 90 days, a collection fee is assessed, and the Authority will refer the account to a collection agency.

## 2.2 PAY-BY-MAIL COLLECTIONS PROCESS

A customer is considered a Pay-by-Mail customer when they travel on the Authority’s SH 550 cashless toll road in a vehicle without a valid FUEGO or interoperable transponder and the license plate is not associated with an active FUEGO or interoperable account. The current Pay-by-Mail collection process is to send an initial invoice for unpaid tolls and \$1.00 processing fee. An Administrative Fee of \$15.00 for the entire toll bill is assessed upon issuance of the first notice of non-payment, which shall be in addition to the tolls and fees that are otherwise due.

In the event payment is not received in connection with the first notice of non-payment, and a second notice of non-payment is sent, an additional \$15.00 Administrative Fee shall become due. Therefore, full payment of a second notice of non-payment will require the payment of \$30.00 in Administrative Fees, in addition to the actual tolls and fees due.

In the event payment is not received in connection with either the first or second notice of nonpayment, such account shall be considered for collection and an additional \$30.00 Administrative Fee shall become due and the cumulative Administrative Fee shall be \$60.00, in addition to the actual tolls and fees due. For more information see Appendix B for a visual timeline of a sample toll bill.

## 3 INSTRUCTIONS TO PROPOSERS

### 3.1 RFP POSTING AND ADDENDA

This RFP is being made available via CCRMA website at <https://ccrma.org/procurements/>. It is a Proposer’s responsibility to routinely check the CCRMA website for responses to Questions Regarding RFP, addenda, or other notices to potential Proposers.

### 3.2 SCHEDULE

The following schedule is subject to change at the Authority’s discretion. The schedule is shown in Central Time.

Milestone	Estimated Date
RFP Issued	March 18, 2024
Mandatory Pre-Proposal Meeting	3:00 pm   April 4, 2024
Deadline for Questions Regarding RFP	5:00 pm   April 11, 2024
Responses to Questions and Any Addendums Posted	April 24, 2024
Proposal Due Date & Public Proposal Opening	3:00 pm   May 10, 2024
Projected Award Date	May 23, 2024

### 3.3 MANDATORY PRE-PROPOSAL MEETING

Proposers are required to participate in a Mandatory In-Person with Virtual Option Pre-Proposal Meeting. Attendance of the Pre-Proposal meeting is mandatory in order to be included in the Proposal evaluation process.

In-Person Meeting will be located at the Cameron County Regional Mobility Authority Office at 3461 Carmen Avenue, Rancho Viejo, TX 78575.

Virtual Option will be via Teams and can be accessed at follows:

**Microsoft Teams meeting**

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 233 775 004 297

Passcode: do3JMQ

[Download Teams](#) | [Join on the web](#)

All Proposals received from Proposers that did not participate in the Mandatory In-Person Pre-Proposal Meeting will be returned to the Proposer unopened.

### 3.4 RFP QUESTIONS

The Authority requires that all questions, requests for information, and clarifications from Proposers must be submitted via email to [procurement@ccrma.org](mailto:procurement@ccrma.org) and must be received prior to the deadline identified in the RFP Schedule.

The Authority will post responses to CCRMA website for all questions submitted by the posted deadline. Questions submitted after the deadline may or may not be answered at the Authority's sole discretion.

At its option, the Authority may elect to follow up directly with Proposers to clarify questions prior to responding.

Proposers are prohibited from contacting any Authority employee or agent regarding this RFP while the procurement is in progress: 1) except when responding to direct requests from the Authority and 2) except the Proposal Submittal Contact listed in Section 3.5. Violation of this provision may be grounds for rejection of the Proposal.

### 3.5 SUBMISSION REQUIREMENTS

Proposers shall submit three (3) copies of their Proposal: one (1) electronic copy via flash drive and two (2) hardcopies. One copy of the response shall be marked original and bear all original signatures. The other may be a copy. Each package containing material the Proposer wishes to be considered as part of its Proposal must be submitted within a sealed box or envelope with a self-adhesive label marked "Sealed Proposal". Failure to include this label may result in the inadvertent opening of the package and may cause the Proposal to be rejected. If a Proposer claims and/or marks any portion of its Proposal as confidential, the Proposer must provide one (1) additional electronic copy of its Proposal with the information claimed as confidential redacted therefrom.

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Proposals shall be delivered to the Proposal Submittal Contact listed below.

Proposal Submittal Contact  
Cameron County Regional Mobility Authority  
Pete Sepulveda, Jr. | [procurement@ccrma.org](mailto:procurement@ccrma.org)  
3461 Carmen Avenue  
Rancho Viejo, TX 78575

Proposals will be opened immediately after the Proposal Due Date and time (see RFP Section 3.7). Once opened, the Proposer agrees that its Proposal cannot be altered, modified, or withdrawn.

### 3.6 PROPOSAL FORMAT AND CONTENTS

The Proposal must be provided in searchable PDF format, except where specifically stated otherwise. Where page limits are specified, pages shall be formatted to letter size (i.e., 8.5 X 11 inches), single-spaced, with one-inch margins, and have a minimum 10-point font. Organization charts, diagrams, and schedules may be formatted to 11 X 17 inches but cannot include any other information. Tables and graphics may use a smaller font, no smaller than 9-point. All measurements shall be submitted in U.S. customary units.

The Proposal shall include the minimum sections requested below in the order listed and shall contain a comprehensive table of contents.

The Authority reserves the right to reject any Proposal as non-responsive if the Proposal fails to include any of the required information in the specified format and within the specified page limits.

1. **Cover Letter** – The cover letter shall not exceed two (2) pages. This section must have a letter of introduction on company letterhead summarizing the Proposal and signed by an individual authorized to execute legal documents on behalf of the Proposer. The Proposer must provide the legal name and address of the company responsible for the execution of the Contract and the parent company if the company is a wholly owned subsidiary. The cover letter shall also include the name, title, address, email address, and phone number of the person to contact regarding the Proposal. The cover letter must also include an express acknowledgement that the Proposer has reviewed all answers to questions, notices and all RFP addenda posted to the CCRMA website (if any are posted).
2. **Company Profile and Qualifications** – The company profile shall not exceed two (2) pages. This section is designed to establish the Proposer as an entity with the ability and experience to complete the work as specified in this RFP and shall explicitly specify how the Proposer meets the minimum qualifications and experience described in Section 4 of this RFP. Information included in this section shall include company hierarchy, brief history of the company, company size, client base, and location of the office(s) from which the work under this contract will be performed.
3. **Project Team and Resumes** – The project team section shall not exceed four (4) pages. This section shall describe the proposed project team, including the names, titles, and qualifications of the proposed project manager, support staff, and subcontractors who will be performing work specified in this RFP, as well as the resumes for the key project team members and a listing of experience and projects for which they have had hands-on responsibility.



4. **Debt Collection Services Overview** – The services overview shall not exceed 15 pages. This section shall provide a concise description of how the Proposer will deliver the scope of services detailed in Section 5 in accordance with the Performance Standards detailed in Section 6. In addition, the proposer would be expected to provide advance payment of 100% Toll amount including \$1.00 Processing Fee and an agreed upon portion of the Administrative Fees. The proposer would be required to remunerate payment in full for accepted placements every fifteen (15) days.

The description shall include proven best practices and innovations that would allow the Authority to maximize the collection of delinquent customer payments for FUEGO Tags and Pay-by-Mail toll charges, as well as the collection recovery of civil penalties imposed by the statutory enforcement of Toll Evasion Violations.

This section shall also address the following:

- I. Include details of the proposed planned collection strategy to include Portfolio II, Negative Accounts, and Portfolio III;
  - II. Include details of the proposed plan to add future CCRMA partners;
  - III. Describe the proposed process for handling complaints and disputes;
  - IV. Identify anticipated challenges and risks, and how each will be mitigated;
  - V. Describe the proposed approach to interfacing with the Authority’s system, and any limitations to the Proposer’s ability to automate all data exchange;
  - VI. Describe the proposed reporting capabilities (*sample reports may be provided as an appendix to the Proposal that does not count toward the total page limit*);
  - VII. Describe the proposed financial reconciliation process; and
  - VIII. Include details of the Proposer’s current Disaster Recovery and Business Continuity Plans.
  - IX. Describe the proposed approach to work with Cameron County Justice of the Peace Courts.
5. **Proposed Implementation Schedule** – This section shall contain a detailed project schedule. The schedule shall include all major activities and milestones, and all external dependencies such as activities and approvals from the Authority.
6. **Interface Control Document (ICD)** – The ICD for this proposal will be provided by the Authority and can be found in Exhibit D. The proposer must acknowledge that interface requirements will be met as per the ICD.
7. **Price Proposal** – The Proposer shall include the completed Price Proposal Form, which can be found in Appendix E of this RFP.
8. **Payment Card Industry Compliance** – The Proposer shall provide a copy of its latest Payment Card Industry (PCI) Attestation of Compliance (AOC). Additionally, the Proposer shall provide a copy of its latest Security Certification if available (e.g., SOC2 Type2, FedRAMP, HiTrust, ISO).

9. **Complaint Tracking** – The Proposer must provide current regulatory and non-regulatory escalation tracking, along with any current complaints with the Better Business Bureau (BBB), Federal Communications Commission (FC), and Consumer Financial Protection Bureau (CFPB) for the past two (2) years. If no complaints have been filed, please respond “No Complaints within past two (2) years”.
10. **References** – This section shall contain references for all toll agency clients of the Proposer and shall not exceed two (2) pages. If the Proposer does not have any current or former toll agency clients, references should be from government agencies requiring similar needs from those listed in RFP Section 5 (Scope of Services). The Proposer must include the name of the organization, primary contact person, telephone number, description of services, and project start and end dates. References provided must be current and verifiable, and willing to attest to the Proposer’s ability to perform the specified requirements of this project. The Authority may conduct reference checks to verify and validate the Proposer’s past performance. In addition, failure to provide verifiable references will be cause for rejection of the Proposal.
11. **Evidence of Insurability** – All Proposers must submit evidence of the required insurance as further detailed in the Draft Contract included in Appendix G (Certificate of Insurance).
12. **Financials** – This section must include a narrative that describes the Proposer’s business structure and financial viability. It shall also include the Proposer’s most recent audited financial statements by an independent certified public accountant.
13. **Conflict of Interest Policy for Consultants** – The Conflict of Interest Policy for Consultants contained in Appendix C of this RFP must be signed and included in this section of the Proposal.
14. **Proposed Contract** – The Authority’s Standard Contract Terms and General Conditions are contained in the Draft Contract in Appendix G of this RFP. The Authority will consider Proposer proposed contract term(s) but makes no guarantee that such proposed contract term(s) will be accepted or negotiated.

### 3.7 PUBLIC PROPOSAL OPENING

Proposals will be opened publicly on the Proposal Due Date. During the public opening, the number of Proposals received, and the identity of Proposers will be announced; however, in conformity with Section 7.1, Proposals will not be available for public viewing until the procurement process has concluded, an award has been made, and a contract has been finalized.

### 3.8 EVALUATION PROCESS AND SELECTION CRITERIA

The Authority's intention is to procure the most cost-effective, yet comprehensive and professional services available. Proposals will be evaluated by an evaluation committee, appointed by the Authority, using the following evaluation categories.

Item	Evaluation Categories	Points
1	Proposer's qualifications for delivering the services outlined in this RFP. (RFP Sections 3.6.1, 3.6.2, 3.6.8 above)	15
2	Proposer's experience in delivery of similar services to other clients. (RFP Sections 3.6.3, 3.6.9, 3.6.10, above)	15
3	Proposer's approach to delivering the services outlined in this RFP. This also includes how innovative solutions have been implemented that reduce costs, increase the collection rate, improve the overall customer relationship, or some combination of these factors. (RFP Sections 3.6.4, 3.6.5, 3.6.6, above)	35
4	Proposer's price proposal for the services outlined in this RFP. (RFP Sections 3.6.7, above)	35
	<b>Total</b>	<b>100</b>
5	Proposer's Interview if requested at the discretion of the Authority (RFP Section 3.9)	15
	<b>Total Maximum Points</b>	<b>115</b>

Should the Authority seek clarification or further information from the Proposer during the Proposal evaluation period, the Proposer will be expected to provide all assistance to the Authority during this period to enable the Authority to fully assess the Proposal.

### 3.9 INTERVIEWS

Proposers may be interviewed by the Authority at the sole discretion of the Authority. Presentation format, time limits, materials requested, and scoring criteria will be sent to all Proposers with whom interviews are requested. The Authority reserves the right to select a preferred Proposer without conducting interviews.

### 3.10 NOTICE OF AWARD

After considering price and the evaluation factors described in this RFP, the Board of Directors will select the Proposer whose proposal is the most advantageous to the Authority, as determined by the Board of Directors in its sole and absolute discretion. Discussions with the selected Proposer will begin immediately upon selection and may culminate in an executed Contract. Unsuccessful Proposers will be notified of the Award.

If negotiations with a selected Proposer are unsuccessful and, in the Authority's sole judgement, further negotiations are unlikely to result in a Contract acceptable to the Authority, the Authority will provide formal written notice to the Proposer terminating negotiations, and with the requisite approval, the Authority may then attempt to negotiate a Contract with the next highest ranked Proposer(s). The Authority may continue this process until it reaches an acceptable Contract or Contracts, or it decides to reject all Proposers and terminate all negotiations.

## 4 QUALIFICATIONS AND EXPERIENCE

The Proposer shall meet the following minimum qualifications:

1. Proposer is currently providing collection services or has provided collection services within the past two (2) years for at least one tolling agency in the United States (US) or has provided collection services within the past two (2) years for at least one client who had similar needs to those listed in Section 5 of this RFP (Scope of Services);
2. Proposer's staff who have direct telephone contact with customers must reside and work in the United States;
3. Proposer is in good financial standing; and
4. Proposer is able to provide the required evidence of insurability.

## 5 SCOPE OF SERVICES

### 5.1 GENERAL

1. The Contractor shall be expected to provide advance payment of 100% of Toll amounts including \$1.00 Processing Fee.
2. The Contractor shall provide debt collection services on outstanding tolls, administrative fees and processing fees for delinquent FUEGO accounts, Pay-by Mail invoices, Portfolio II, Negative Accounts and Portfolio III.
3. The Contractor shall attempt to collect on all accounts the Authority chooses to place with the Contractor, whether the customer resides in or out of the State of Texas.
4. The Contractor is prohibited from reporting customers to credit bureaus, and unless specifically directed by the Authority, the Contractor shall not initiate legal action on the Authority's behalf.
5. Collection practices shall be conducted in a manner that maintains a positive relationship with the public and that promotes continued use of the Authority's Toll Road. The Contractor shall ensure its employees always conduct themselves professionally and in a courteous manner when dealing with the Authority's customers.
6. The Contractor shall make contact with Authority customers under the name of the collection agency only and "on behalf of" the Authority only. Under no circumstance shall the Contractor nor any of its employees or subcontractors represent themselves as agents of the Authority.

7. Contractor employees shall not make any false statements or other misrepresentations to Authority customers during the debt collection process.
8. The Contractor shall suspend collection activities in any geographical areas of the State of Texas covered by an Executive Order of the Governor of the State of Texas declaring a State of Emergency. Collection attempts should be postponed for at least the period of the Executive Order. The Authority will notify the Contractor in writing when the postponement starts and when it is completed, as well as the areas covered.
9. The Contractor shall ensure no Authority data is transferred or stored offshore or outside the United States of America.

## **5.2 CONTINGENCY FEE FOR ADMINISTRATIVE FEES**

1. All accounts placed with the Contractor for debt collection services will be for outstanding tolls, processing fees and administrative fees.
2. A contingency fee is the percentage fee the Authority pays the Contractor for collection of the administrative fees.
3. The Contractor will not be entitled to any other compensation from the Authority for the services provided, nor will the Contractor be entitled to reimbursement of any expenses incurred during the delivery of the services.

## **5.3 COLLECTIONS PROCEDURES AND STRATEGY**

1. The Contractor shall use collection procedures exclusively in a manner comporting to all applicable federal and state collection and consumer protection acts (including FDCPA).
2. Prior to commencement of the debt collection services, the Contractor shall provide documentation of its collection procedures and strategy (Collection Procedures and Strategy Document) for the Authority's approval.
3. The Collection Procedures and Strategy Document shall include all planned letter, email, text, or other messages to be sent by the Contractor.
  - I. All changes to these written communications will require approval by the Authority throughout the term of the Contract.
  - II. All letters must provide customers the opportunity to notify the Contractor that they are in bankruptcy or were discharged from the debts through a bankruptcy proceeding.
  - III. Updated collection letters/notices must be mailed if partial payments are received, and an unpaid balance is still outstanding.
4. The Collection Procedures and Strategy Document shall outline the dispute resolution process that is agreed upon between the Authority and the Contractor, including any needed coordination with the Authority, to ensure customer disputes are resolved in a timely manner.

5. The Contractor shall not have the authority to accept a reduced settlement from a debtor on any account without the written consent of the Authority. The Authority may accomplish written consent by establishing parameters under which the Contractor may accept a settlement from a customer without seeking individual authorization from the Authority. These parameters may be documented in the Collection Procedures and Strategy Document.

#### **5.4 SYSTEM INTERFACE AND DATA EXCHANGE**

1. It is preferred that the Contractor’s collections system connect to the Authority’s system via secure APIs for the exchange of all required data between the two systems.
2. The Contractor shall acknowledge and coordinate with the Authority for the system interface(s). The Authority’s ICD can be found in Appendix D.
3. The ICD will accommodate all data elements of a toll collection program including new account assignments, payments, overpayments, financial adjustments, fee waivers, account recalls, and refunds.

#### **5.5 TESTING AND ACCEPTANCE**

1. The Contractor shall conduct testing of their system with an interface to the Authority’s pre-production test environment. The Authority’s pre-production test environment mimics the production environment to which the Contractor system will interface.
2. The Contractor shall provide a pre-production environment for testing for the life of the contract.
3. Before commencement of testing, the Contractor shall provide a test plan for the Authority’s review and approval. The test plan shall contain the following, at a minimum:
  - I. Test schedule;
  - II. Test cycles to be conducted;
  - III. Test methods;
  - IV. Test cases and test procedures;
  - V. Entry and exit criteria;
  - VI. Pass/Fail criteria; and
  - VII. Test acceptance criteria.
4. At a minimum, the following areas must be successfully tested for the Authority to accept the Contractor system connectivity and approve its release to the production environment for go-live:
  - I. Successfully test scenarios of all transaction types for the exchange of data throughout the lifecycle of the collections process (i.e., new assignments, payments, refunds, recalls, dismissals, etc.); and

- II. Successfully test the transaction settlement process of all Authority transactions processed through collections.

## **5.6 ACCOUNT PLACEMENTS**

1. The Authority will not transmit account placements to the Contractor with an outstanding debt less than five dollars (\$5.00).
2. The Contractor shall be capable of accepting batches of new account placements at least daily.
3. The Contractor shall acknowledge new account placements within 24 hours of the placement.
4. The Contractor shall begin collection activities on new account placements within five (5) business days of acknowledgement of the new account placement.
5. When the Contractor commences collections activity, they shall utilize a first-in, first-out (FIFO) approach to prioritize the collections sequence for all account toll transactions and fees placed with the Contractor.
6. The Authority can identify if a customer is a commercial entity for FUEGO placements but does not have sufficient information to do so for Pay-by-Mail.

## **5.7 CUSTOMER ADDRESSES AND CONTACT INFORMATION**

1. The Contractor shall use skip tracing, locate services, and other industry standard methods to locate customer addresses and contact information to be used in the collection effort.
2. The Contractor shall send an account update to the Authority when updated address or other contact information is obtained. This update shall be sent to the Authority within two (2) business days of the new information being obtained by the Contractor.

## **5.8 CUSTOMER SERVICE AND PAYMENT OPTIONS**

1. The Contractor shall maintain a toll-free telephone number for customer service.
2. The toll-free telephone number must be printed on all correspondence and available on the Contractor's website.
3. The Contractor shall have sufficient staff available to respond to customer phone calls and other correspondence at least 12-hours per day and shall provide the ability for customers to leave messages after hours. The Authority prefers 8am to 8pm central time.
4. The Contractor shall provide bilingual staff with the ability to speak both English and Spanish. The Authority's current volume of contacts requiring Spanish speaking bilingual staff in its own call center is approximately 70% of all calls.
5. The Contractor shall retain recordings of all calls with the Authority's customers for a minimum of two (2) years from the date of the call.

6. The Authority prefers that the Contractor maintain a customer website that is available for customers to review and pay their outstanding debt 24 hours per day, 7 days per week (with the exception of planned, scheduled downtime).
7. The Contractor shall accept the following payment methods, at a minimum: credit card, debit card, check, money order. The Authority encourages the acceptance of alternative payment methods.
8. The Contractor shall not charge any additional fees to the customer to make a payment.
9. The Contractor shall provide a training resource who is responsible for training new Contractor staff on Authority processes and procedures, and who will also be available to train Authority staff on the Contractor's processes and procedures.
10. The Contractor shall provide read-only access to its system to the Authority via a web-based application, for the purpose of quality monitoring, audits, and customer disputes. The Authority does not currently have the ability to allow the Contractor to access its toll collection system. Therefore, any new FUEGO account creations will need to be completed via the FUEGO website.
11. When the Contractor collects payment on an account, the payments shall be applied oldest to newest based on the transaction date or fee date.

## **5.9 ACCOUNT RECALLS AND RETURNS**

1. The Contractor shall suspend collection action on any account assigned to the Contractor upon notification by the Authority, either written or via the system interface.
2. Any payments received by the Contractor within 60 days of the account recall/return shall be subject to a contingency fee. No contingency fee shall be due to the Contractor for amounts collected by the Contractor or the Authority after expiration of this 60-day period.
3. In the event the Authority receives notice that a customer has filed for bankruptcy, the Authority will notify the Contractor and the Contractor shall immediately discontinue collection attempts. The Contractor shall immediately discontinue collection efforts on an account if the Contractor becomes aware by any other means that the debtor has filed for bankruptcy protection and shall notify the Authority immediately.

**The Authority highly encourages the Contractor to actively work each account until the debt is collected or recalled by the Authority.**

## **5.10 REPORTING**

1. The Authority prefers to have direct access to real-time reports and dashboards within the Contractor's system.



2. The following reports are required to be provided, at a minimum:
  - I. Monthly Collection Remittance Report: Includes a listing of all payments being remitted to the Authority. At a minimum, the report shall include the total amount collected, the contingency fee assessed, and the total amount being remitted to the Authority.
  - II. Monthly Collections Performance Report: Includes the amounts placed, the amounts collected (both in dollars and number of accounts collected on), and the resulting collection percentages.
  - III. Monthly Payment Reversals Report: Includes listing of returned checks and chargebacks. At a minimum, the report shall include customer account information, reversal date, amount of the payment disputed or rejected, reason given by the customer or financial institution for disputing or rejecting the payment, such as insufficient funds or unauthorized transaction.
  - IV. Monthly Bankruptcy Report: Includes details of all bankruptcies logged in the Contractor's system for the Authority's customers during the reporting period.
  - V. Monthly Payment Plans Report: Includes a list and the detail of all active payment plans to which the Contractor has agreed.
3. The Contractor shall provide all reports in PDF, MS Excel, and CSV.
4. The Contractor shall provide ad hoc reports as requested by the Authority throughout the term of the Contract.

## 5.11 MONTHLY REPORT AND PERFORMANCE MEETING

1. The Contractor shall provide a monthly report to the Authority no later than the tenth business day of each month.
2. The monthly report shall provide the Contractor's performance for the past month and show compliance with the Service Level Agreements (SLAs), and include the details and a summary of any complaints and disputes received during the reporting period.
3. The monthly report shall provide graphical representations (i.e., charts, graphs) for ease of review and discussion of the data.
4. The Contractor shall schedule monthly performance meetings with the Authority to review the prior month's performance.

## 5.12 FINANCE

1. The Contractor shall remit to the Authority, by the last business day of each week, the amount due to the Authority for the previous week.

2. The amount due to the Authority may be remitted electronically and shall be accompanied by the Collection Remittance Report.
3. The Contractor shall maintain separate ledger accounts for all funds collected on behalf of the Authority.
4. The Contractor shall process all payments received from debtors and ensure they are accurately recorded and credited to the appropriate accounts.
5. The Contractor shall have internal controls in place to prevent fraud, errors, and other financial irregularities. These shall include at minimum:
  - I. Segregation of duties;
  - II. Regular audits;
  - III. Employee training; and
  - IV. Access controls.

### **5.13 BUSINESS CONTINUITY**

1. The Contractor shall generate and deliver a Business Continuity Plan for the Authority's review and approval prior to go-live.
2. The Business Continuity Plan shall include remote work contingencies, key personnel cross-training, facility contingency plans, and any other plans that will be in place to ensure continuity of operations.
3. The Business Continuity Plan shall be provided by the Contractor to the Authority no later than 30 calendar days after notice to proceed.
4. The Business Continuity Plan shall be updated annually by the Contractor and submitted to the Authority if updated.

### **5.14 DISASTER RECOVERY**

1. The Contractor shall provide a Disaster Recovery Plan that defines the strategies and procedures to restore infrastructure and operations following a crisis.
  2. The Disaster Recovery Plan shall be closely associated with the Business Continuity Plan and its strategies.
  3. The Disaster Recovery Plan shall include the following:
    - I. Description of redundant systems and failover processes;
    - II. Emergency contact lists and notification escalation protocols; and
    - III. Details of the procedures/processes that will be used in the event of loss of the primary work site and/or supporting infrastructure.
  4. The Disaster Recovery Plan shall be provided by the Contractor to the Authority no later than 30 calendar days after notice to proceed.
  5. The Disaster Recovery Plan shall be updated annually by the Contractor and submitted to the Authority if updated.
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## 6 PERFORMANCE STANDARDS

### 6.1 COLLECTION PERCENTAGE

1. Contractor performance will be measured quarterly, following an initial six-month ramp-up period.

### 6.2 NON-COMPLIANCE POINTS AND FINANCIAL DEDUCTIONS

1. Failure of the Contractor to meet the established SLAs, as defined in RFP, shall result in a deduction to the total contingency fee due to the Contractor.
2. For each SLA the Contractor does not meet, non-compliance points will be assessed and totaled for the month.

The monthly deduction shall be based on the following thresholds:

Total Non-Compliance Points for the Month	Non-Compliance Financial Deduction for the Month
0 to 6	\$0.00
7 to 13	\$1,000.00
14 to 21	\$10,000.00
22 to 39	\$25,000.00

### 6.3 SERVICE LEVEL AGREEMENTS (SLA)

The following SLAs apply throughout the life of the Contract.

Performance Requirement	Frequency	Non-Compliance Points
The Contractor shall maintain toll free phone hours of at least 8:00 am to 8:00 pm central time, Monday through Friday, excluding the Authority's holidays, 100% of the time.	Daily	3
The Contractor shall connect 90% of inbound phone calls to a customer service representative within 4 minutes.	Monthly	3
The Contractor's call abandon rate shall be less than 5%.	Monthly	3
95% of Contractor agents will have at least one call monitored and rated per week.	Monthly	3
The Contractor shall maintain at least an 85% quality monitoring rating each month.	Monthly	3
The Contractor shall respond to 95% of customer service requests via email, facsimile, postal mail, online website, or any other incoming method available to customers, within 2 business days.	Monthly	5

Performance Requirement	Frequency	Non-Compliance Points
The Contractor shall provide documentation and disposition for 98% of disputes within 5 business days from receipt of the dispute by the Contractor.	Monthly	3
The Contractor shall not charge an amount that is different than the amount provided by the Authority.	Monthly	3
The Contractor’s system interface(s) shall have an uptime of 99.8%, excluding scheduled maintenance and failures outside the Contractor’s control.	Monthly	6
The Contractor shall notify the Authority within 15 minutes of occurrence of any system failure and/or unscheduled system downtime.	Per incident	3
The Contractor shall maintain compliance with the approved Collection Procedures and Strategy Document.	Monthly	3
The Contractor shall remit 100% of funds due to the Authority.	Every 15 days	3

## 6.4 NOTIFICATION OF NON-COMPLIANCE

1. The Contractor shall formally notify the Authority in the event of non-compliance with any requirement specified in this document. Notification shall be made within five business days of the Contractor becoming aware of the non-compliance.

## 7 RFP TERMS AND CONDITIONS

### 7.1 CONFIDENTIALITY AND AUTHORITY USE OF INFORMATION

Notwithstanding any other provision herein, all responses to this RFP shall be deemed, once submitted, to be the property of the Authority. Responses may be subject to public disclosure under the Texas Public Information Act. Any material believed by the Proposer to be proprietary, confidential, or otherwise exempt from disclosure under the Texas Public Information Act, should be clearly marked as such. In the event that the Authority receives a public information request for all or any portion of a Proposal, the Authority will use reasonable efforts to notify the Proposer of the request and give the Proposer an opportunity to assert, in writing to the Office of the Attorney General, a claimed exception under the Texas Public Information Act or other applicable law within the time period allowed by the Texas Public Information Act. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation.

The Authority shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of information marked “Confidential,” nor shall the Authority be in any way financially responsible for any costs associated with securing such order or for any loss associated with the release of information marked confidential or otherwise. The Authority makes no representation or warranty as to the ability of any Proposer to secure a protective order or other relief enjoining the release of information marked “Confidential.”

The Authority considers all submitted Proposal materials as Authority property. The Authority shall have the right to use all ideas, concepts, or know-how that any Proposal presents, unless a Proposer claims confidentiality, as described above, or otherwise affirmatively notes an objection as part of its Proposal. Notwithstanding copyright designations contained within Proposals, the Authority shall have the right to reproduce and distribute Proposals internally and to Authority consultants for evaluation.

## **7.2 AUTHORITY POLICY**

In accordance with the Authority’s policy and Texas law, all qualified Proposers are entitled to receive equal opportunities. The offering of gifts, entertainment, payments, loans, or other favors for the purpose of being placed on the Proposer’s list, to obtain a contract, or to receive favorable treatment under a contract, is prohibited. Furthermore, it is the Authority’s policy that in the event a Proposer is found to have offered or given a gift or gratuity to obtain a contract or favorable treatment hereunder, the Proposer involved may be refused further Proposal considerations by the Authority. The Authority may also obtain those remedies available under law and the Contract including, but not limited to, termination for default. All Proposers are required to complete a Conflict of Interest Policy for Consultants. See RFP [Appendix C](#).

## **7.3 MISCELLANEOUS**

1. By submitting a Proposal, the Proposer acknowledges it has read this RFP, understands it, and agrees to be bound by the RFP Terms and Conditions set forth herein.
2. All correspondence in relation to the Proposal and the Contract shall be written in the English language.
3. In submitting a Proposal, each Proposer acknowledges that the Authority shall not be liable for any costs incurred therewith or in connection with costs, including tolls, and other travel expenses that may be incurred by any Proposer in connection with the participation in this RFP, including interviews if requested by the Authority.
4. This RFP does not commit the Authority to award a contract; the Authority may accept or reject in whole or in part any Proposal without limitation.
5. Proposers shall submit a Proposal only if the Proposer possesses the capabilities and the available resources to perform the services.
6. Proposals submitted must be in strict compliance with the RFP. Failure to comply with all provisions may result in disqualification.
7. The Proposers are hereby notified that information submitted will be handled in accordance with applicable laws, regulations, and policies of the Authority.

8. If a Proposer fails to notify the Authority of a known error in the RFP, and a Services Contract is awarded to that Proposer, that Proposer shall not be entitled to any change in compensation or time by reason of the error or its later correction.
9. No work shall be performed in connection with the Scope of Work until a Contract has been fully executed, delivered, and a Notice to Proceed issued.
10. The Proposer may, without prejudice, modify or withdraw his or her Proposal by written request, provided that the request is received by the Authority prior to the Proposal Due Date and time. Following withdrawal of the Proposal, the Proposer may submit a new Proposal provided that such new Proposal will be received on or before the Proposal Due Date and time.
11. The Authority may modify any provision(s) or part(s) of the RFP at any time prior to the Proposal Due Date and time. The Authority may withdraw the RFP at any time and cancel it, in whole or in part.
12. The CCRMA maintains a written conflict of interest policy governing the performance of employees engaged in the award and administration of engineering and design related services and including the conduct of consultants and GEC(s) in the performance of services. To prevent, identify, and mitigate conflicts of interest, the CCRMA procurement policy requires any individual, firm, or team submitting a proposal to the CCRMA to disclose on its submittal the existence of any current or previous business relationship with any of the CCRMA personnel or outside consultants. Separate and apart from the disclosure required to be made by the Proposer, any personnel or outside consultants of the CCRMA who are requested to participate in any way of the review, and or the supervision of the work to be performed pursuant to the proposal, must disclose the existence of any current or previous business relationship with the Proposer. A Proposer is required to disclose any existing or potential conflicts of interest in accordance with the CCRMA written conflict of interest policy for consultants found in Appendix C of this procurement. The requirement to disclose extends to any Sub consultants included within this proposal. Failure to make the proper disclosures constitute grounds for rejection of the proposal in the case of the Proposer, and termination of work in the case of the CCRMA key personnel. Refer to Appendix C for additional information regarding the CCRMA conflict of interest policy for consultants.
13. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. More information can be found at [FAQ 1295 \(state.tx.us\)](https://www.state.tx.us/faq/1295)
14. During the pendency of this procurement, prospective respondents may not contact the CCRMA Board of Directors nor, except as provided herein, any CCRMA Staff or consultants concerning this procurement. All contact with the CCRMA is to be through the CCRMA contact designated above. Any firm violating the anti-lobbying prohibition may be disqualified from consideration in this procurement.

15. Effective September 1, 2017, the Texas Government Code was amended to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel, which provides that a state agency and a political subdivision may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. Pursuant to Gov't Code Sections 2270.001(1) & 808.001(1) as amended, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By accepting this contract and/or purchase order, the Company/Vendor verifies that it does not Boycott Israel and agrees that during the term of this contract/agreement will not Boycott Israel as that term is defined in the Texas Government Code.
16. In submitting your bid/proposal, you are certifying that you will take the initiative to disclose to the CCRMA as soon as reasonably possible if you know, or reasonably should know, that your company will be placed on the Texas Comptroller's list of all companies that boycott Israel regardless of whether Chapter 808, Tex. Gov't Code, is ultimately applicable to any services you hereafter provide to the CCRMA. By entering into any contract with you, the CCRMA is relying on your compliance with the foregoing obligation. Failure to comply with the foregoing could potentially lead to rejection of your bid/proposal or to any contract entered into with you being terminated by the CCRMA as part of the CCRMA's continuing efforts to comply with applicable laws.

