

City of Fayetteville Staff Review Form

2017-0608

Legistar File ID

11/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Cheryl Partain

10/17/2017

Billing & Collections /
Finance & Internal Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Staff recommends awarding Request for Proposal (RFP) 17-06 and authorizing a contract for a period of one (1) year with an option to renew for up to four (4) additional one year terms to Collection Bureau of America, LTD for collection services for the City of Fayetteville.

Budget Impact:

5400.710.1810-5319.00/5500.750.5000-5319.00

Water/Sewer and Recycling & Trash Collection

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 345,525.00

Funds Obligated \$ -

Current Balance **\$ 345,525.00**

Does item have a cost? Yes

Item Cost \$ -

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget **\$ 345,525.00**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



MEETING OF NOVEMBER 7, 2017

TO: Mayor and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Cheryl Partain, Utilities Financial Services Manager

DATE: October 17, 2017

SUBJECT: Resolution awarding RFP 17-06 and approving a service contact with Collection Bureau of America, LTD for collection services for the City of Fayetteville

RECOMMENDATION:

Staff recommends awarding Request for Proposal (RFP) 17-06 and authorizing a contract for a period of one (1) year with an option to renew for up to four (4) additional on year terms to Collection Bureau of America, LTD for collection services for the City of Fayetteville.

BACKGROUND:

The City of Fayetteville contracts for collection services for water/sewer and trash and recycling past due utility account bills and also for past due miscellaneous City invoices processed by accounting. The City is currently not contracted with a collection service agency due to the contract with our previous collections agency, MSB, expiring at the end of 2016. During the conversion to the new Utility Management module, past due utility accounts were unable to be dropped to bad debt status and sent to a collection agency starting at the end of October 2016 until the conversion to the new Utility Management module was done. With the conversion completed, utility accounts are able to be dropped to bad debt status and sent to a collection agency.

DISCUSSION:

The proposals were received for RFP 17-06, Collection Services on March 16, 2017. The RFP selection committee selected three of the eight collection companies that submitted proposals for interviews and demos of their collection software. On April 7, 2017 the interviews and demos of the collection software were done and the Collection Services RFP selection committee selected Collection Bureau of America, LTD for collection services for the City. Collection Bureau of America commission pricing is based on the age of the account collected by the agency. The pricing is as follows:

Commission Rate	Age of Account (based on the date of placement with agency)
30% of Balance of Account	8 - 90 days
27.5% of Balance of Account	91 – 180 days
25% of Balance of Account	181 – 365 days

BUDGET/STAFF IMPACT:

Funds are available in the Water/Sewer operations fund and the Recycling and Trash operations fund for the cost of the bad debt expense.

Attachments:

Contract

RFP 17-06 Submittal



**CITY OF
FAYETTEVILLE
ARKANSAS**

Contract for Services:
Contract for Debt Collection Services
Between the City of Fayetteville, AR
AND Collection Bureau of America, LTD.
Renewal Terms: 1 year with 4 options

Agreement is made this _____ day of _____, 2017 by and between the **City of Fayetteville, Arkansas (City)** located at 113 W. Mountain, Fayetteville, Arkansas 72701 and **Collection Bureau of America, Ltd. (CBA)** located at 25954 Eden Landing Road, Hayward, CA 94545.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for a PROVIDER FOR COLLECTION SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 17-06 (herein after referred to as Request for Proposal or RFP), City has awarded this Contract to CBA; and

WHEREAS, CBA has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Term: This Agreement shall be for an initial one year period from the effective date of this contract. This agreement may be renewed for four (4) additional one (1) year terms with approval of both parties.
2. Attachments: The Contract documents which comprise the contract between the City and the CBA consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Exhibit A: The City's Request for Proposals, inclusive of all Addenda, RFP 17-06
 - b. Exhibit B: CBA's response to RFP 17-06
 - c. Exhibit C: CBA Certificate of Insurance as required, listing the City as an additional insured

If there is a conflict between the terms of this Contract and the above referenced documents, the conflict shall be resolved as follows: the terms of this Contract shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

3. Services to be Provided: CBA hereby agrees to provide the City with COLLECTION SERVICES, as requested and more specifically outlined in the RFP, this Contract, and all subsequent documents that are incorporated into the terms and conditions and set forth the rights, duties and obligations of the parties pursuant to this Contract. During the terms of this Agreement, CBA shall:
 - a. Serve as the first point of contact for delinquent debt collection as the City's provider for Collection services;

- b. Maintain clear and open communication with the City on all collections services performed and activities provided under the scope of this contract;
 - c. Provide all deliverables and performance measures outlined in the attached Exhibit B; and
 - d. Provide services in a timely manner.
4. Fees and Expenses: Total fees for collection services shall not exceed thirty percent (30%) of collected debts **and as outlined** in the CBA's RFP response. CBA shall track, log and report dates and collections related to this agreement along with invoice for payment for each month. Invoices shall be sent along with all collection monies received and the City will then pay the fee from total received.
5. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery confirmed or receipt requested, e-mail or fax (receipt confirmed), or overnight courier.
6. Default/Termination/Cancellation:
 - a. This contract may be cancelled by either party with thirty (30) days written notice. In the event of cancellation, all records pertaining to the City of Fayetteville accounts, debts, and records shall become the property of the City of Fayetteville and turned over accordingly within thirty (30) calendar days after cancellation of contract.
 - b. Failure of CBA to comply with any of the provisions of this Contract shall be considered a material breach of Contract and shall be cause for immediate termination of the Contract at the sole discretion of the City.
 - c. In addition to all other legal remedies available to it, the City reserves the right to cancel or obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.
7. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
8. Entire Agreement: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
9. Changes in Scope or Price: Changes, modifications, or amendments in scope, price, or fees to this Contract shall not be allowed without a prior formal amendment to the Contract approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
10. Performance Measures: CBA shall provide the deliverables as outlined in the attached Exhibit B.
11. Contract Administration: The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. CBA Principal or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract. While it is understood that many facts pertaining to

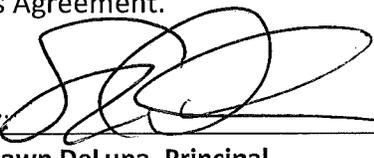
projects must be held in the strictest confidence, CBA's Principal or designee shall insure the Contract Administrator is kept abreast of details and progress made pertaining to debt collection to the greatest extent possible.

12. Freedom of Information Act: City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, CBA will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.), exempting those records that, "if disclosed would give advantage to competitors or bidders," as described in Section (b)(9)(A). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
13. Professional Responsibility: CBA shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
14. Assignment and Subcontracting: CBA shall perform this Contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, CBA shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.
15. Permits & Licenses: CBA shall secure and maintain any and all permits and licenses required to complete this Contract.
16. Indemnification: CBA shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property a result of or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of CBA; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by CBA represents specific consideration for this indemnification obligation.
17. Special Conditions:
 - a. The City reserves the right to review, audit, and examine any and all records obtained by CBA pertaining to accounts, debts, and records turned over by the City.
 - b. CBA shall show proof of bonding certificate and licensing from the State Board of Collection Agencies within thirty calendar days of the Effective Date. Bonding certificate and any required license shall be kept current throughout the term of this Contract. Proof of bonding certificate and licensing shall be submitted before each renewal.

- c. Accounts will be turned over to CBA at the sole discretion of the City. Cases on appeal will not be turned over for collection. Only debts with past due amounts of 90 days or older are intended to be **considered** for reference to CBA.
 - i. The City shall submit water, sewer, and sanitation accounts (Utility Billing) to the agency on a regular monthly basis.
 - ii. District Court fines shall be submitted to the agency on an as needed basis only and are not a primary scope of this contract.
 - iii. Miscellaneous municipal billings may be submitted to the CBA on an as needed basis. In instances where a credit adjustment is made to debts that have already been submitted, the City shall simply notify CBA of the adjustment and the amount due on the debt shall be changed with no payment due for the credited adjustment amount.
- d. CBA will rely completely on the City to provide correct information about each existing case(s) and, specifically, about any dollar amount in question. The City will immediately update and correct any information it has provided to CBA. In particular, the City will immediately notify CBA of any payment or other satisfaction of indebtedness made directly to the City or any other action affecting the amount or timing of monies owed by any person to the City, including the receipt or notification of any person's retention of counsel or the filing or suggestion of bankruptcy by any person.
- e. All services provided pursuant to this Contract shall conform to all local, state and federal law and regulations, including, but not limited to, the Federal Fair Debt Collection Practices Act, Arkansas Code Annotated § 14-234-601 *et seq.* and Arkansas Code Annotated § 14-229-103.
- f. All utility accounts collected by the Billing and Collections Division as a result of Acts 769, 360, and 195 shall become the property of the City with no fees assessed.

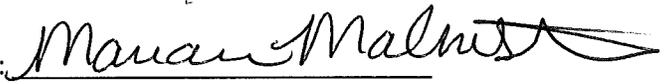
IN WITNESS WHEREOF, the parties have executed this Agreement.

By: _____
LIONELD JORDAN, Mayor

By:  _____
Shawn DeLuna, Principal

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer

WITNESS:  _____

Date Signed: _____

Date Signed: 7/9/2017



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 17-06, Collection Services

DEADLINE: Thursday March 16, 2017 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Friday February 17, 2017

**REQUEST FOR PROPOSAL
RFP 17-06, Collection Services**

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

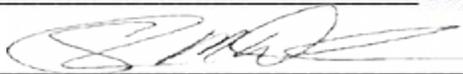
Name of Firm: Collection Bureau of America, Ltd.

Contact Person: Shawn DeLuna Title: President / CEO

E-Mail: shawn@collectionbureauofamerica.com Phone: 510-781-5128

Business Address: 25954 Eden Landing Road

City: Hayward State: CA Zip: 94545

Signature:  Date: March 14, 2017

Letter of Transmittal

City of Fayetteville
Purchasing Division, Room 306
113 W Mountain
Fayetteville, AR 72701

RE: RFP 17-06 / Collection Services

Collection Bureau of America has read and will comply with all terms and conditions described in RFP 17-06 released by the City of Fayetteville. CBA acknowledges the receipt of Addendum No. 1 issued on March 8, 2017. This proposal is valid for a period of 160 days after the due date of March 16, 2017.

Collection Bureau of America is a privately-held company certified as a minority-owned enterprise (MBE) through the California Public Utilities Commission (CPUC). CBA is licensed / authorized to collect in all 50 states. Please see Appendix A for a copy of the Arkansas license. CBA has been in business providing first and third-party debt collection services since 1959. CBA works with and collects for over 1,000 clients nationwide, including a wide-variety of services for over 50 municipalities. CBA is an industry leader because of the following distinct, competitive advantages:

- ▲ Our commitment to excellence in customer care;
- ▲ Our nationwide coverage complimented by a vested commitment to our local economy and workforce which is displayed in our twenty-four thousand square foot custom-designed collection-specific headquarters facility;
- ▲ Our hands-on ownership and management that has over 100 years of combined experience recovering a wide range of debts types – Utility, Municipal, Medical, Commercial, Cable and Bottled Water;
- ▲ Our flexible recovery strategy that will be customized to Fayetteville's unique business and customer care needs;
- ▲ Our partnership approach that extends our clients' recovery methods and procedures to be paralleled by CBA, so that their customers experience the same high-level of customer care at every stage of the recovery process;
- ▲ Our dedication to compliance, which is the cornerstone to upholding CBA's strong community reputation. CBA employs a full-time compliance officer, who oversees all facets of the compliance spectrum to insure that our clients and their customers are receiving the highest level of adherence to laws, rules, regulations, training and service standards;

In the event that questions arise regarding this proposal, or additional information is required, please contact Shawn DeLuna at 510-781-5128 or shawn@collectionbureauofamerica.com

Thank you,



Shawn DeLuna
President / CEO

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Executive Summary

CBA has been in business providing first and third-party debt collection services since 1959. CBA works with and collects for over 1,000 clients nationwide, including a wide-variety of services for over 50 municipalities. CBA is an industry leader because of the following distinct, competitive advantages:

- ▲ Our commitment to excellence in customer care;
- ▲ Our nationwide coverage complimented by a vested commitment to our local economy and workforce which is displayed in our twenty-four thousand square foot custom-designed collection-specific headquarters facility;
- ▲ We are licensed or hold certificates of authority in all 50 states depending on the state's individual requirements.
- ▲ Our hands-on ownership and management that has over 100 years of combined experience recovering a wide range of debts types – Utility, Municipal, Medical, Commercial, Cable and Bottled Water;
- ▲ Our flexible recovery strategy that will be customized to Fayetteville's unique business and customer care needs;
- ▲ Our partnership approach that extends our clients' recovery methods and procedures to be paralleled by CBA, so that their customers experience the same high-level of customer care at every stage of the recovery process;
- ▲ Our dedication to compliance, which is the cornerstone to upholding CBA's strong community reputation. CBA employs a full-time compliance officer, who oversees all facets of the compliance spectrum to insure that our clients and their customers are receiving the highest level of adherence to laws, rules, regulations, training and service standards;

Collection Bureau of America is a privately-held company certified as a minority-owned enterprise (MBE) through the California Public Utilities Commission (CPUC). A copy of the certificate is included as Appendix B. CBA has also been certified as a Small Business by both the State of California and Alameda County (see Appendix C).

Collection Bureau of America is a full service debt recovery firm performing a wide variety of services:

- ▲ Account billing and invoicing services - CBA receives itemization of all charges and then generates bill copies or invoices out to customers. This service is performed as a price per account format.
- ▲ First-party recovery programs - CBA collects in the name of our client, utilizing their letterhead, envelopes and phone numbers. This service is performed as a price per account format.
- ▲ Accelerated recovery programs – CBA provides third party collection services for only a short duration, then the client moves the account on to a different strategy. This service can be performed as either a price per account or in a commission-based format.

- ▲ Third-party debt collection services – CBA collects all debts as a third party, working with our clients' customers to resolve the outstanding debt through payment in full, payment plans, charity care, mediation and resolution of disputed items. Included in these services are comprehensive skip-tracing, information analysis and cleansing, and bankruptcy and deceased processing. Third party services can be performed as primary placement, secondary placement, tertiary placement and/or warehousing placement of accounts. This service can be performed as either a price per account or as a commission-based format.

CBA currently employs approximately 60 full-time collectors with an average tenure of 7 years with CBA but an average of 15 years experience in the collection industry. Our employee tenure is among the highest in the industry.

Each of our clients' portfolios is currently, and would continue to be, staffed and managed at our headquarters and only facility in Hayward, California. CBA is continually monitoring client portfolios and adjusting staffing resources as necessary to provide adequate staffing for each client. Our facility that has been pre-built out for quick expansion, with cubicles, a phone system and computers ready to go, so that if a client need arises, CBA has the capacity for expansion of an additional 75 employees

Agency History

Collection Bureau of America (CBA) is a privately-held, diverse, minority-owned accounts receivable management firm founded in 1959 that has 58 years of experience in the collections industry. For all 58 years, CBA has specialized in collecting utility debts, both locally in California and nationally. For all 58 years, CBA has collected on both residential and commercial debts for 58 years nationwide for multiple industries and balance sizes.

Collection Methodology

CBA's methodology and work approach to debt recovery is to treat all debtors with dignity and respect and to operate within the code of ethics provided by the American Collectors Association (ACA). Our approach with collection technologies is to utilize our systems as a tool to improve our performance and add value to the collection cycle. We take the time and effort to learn the nuances of the client portfolio to maximize recoveries and avoid using a "cookie-cutter" approach to collections. We work with each client to develop processes which work best for that client and do not force rigid guidelines on the clients. This is the key reason why CBA's approach works and the following will demonstrate how we tailor our recovery programs to the client's portfolio to maximize recoveries while delivering world-class customer service.

CBA does not have a specific target for the number of written notices or telephone attempts; each account is unique and receives a unique collection approach. Unless client requirements dictate another time frame, first notices are sent 24 – 72 hours after accounts are loaded. Generally we will make phone calls every 3-days for the first 3-6 months, then one phone attempt every 7-days thereafter for 6-12 months. Then after that period, the account is cycled into our different aged recovery strategies that makes additional phone calls and has special letters sent to specifically address the situation.

CBA's collection recovery strategies are designed as client-specific, unique recovery programs that maximize the synergies between our comprehensive skip-tracing methods, leading-edge collection technologies, advanced predictive/interactive dialing capabilities, and intensive inbound and outbound contact and notice strategies that are tailored for each of our clients. CBA's extensive experience and deep understanding of a clients' collection portfolio is a unique, competitive advantage that has been achieved by retaining experienced management staff, developing specialized training and fostering precise employee skill sets that produces successful results. Results are not just measured by dollars collected, but also by other factors such as positive customer interactions, being able to show respect at all times, and having the compassion to be able to recognize a challenging financial situation that can be resolved to have a mutually beneficial outcome for the customer, our client and CBA. CBA's in-depth knowledge of the complexities of financial collections derived from our over fifty years of experience which results in the highest levels of customer satisfaction combined with maximized recovery rates.

CBA's unique market position and agency size, mid-market, allows for us to work a strong range of client portfolio, specifically in the Cable, Utility, Water, and Healthcare industries. Our long history has given us a wide range of experience with portfolio placements, so CBA has worked on the recovery spectrum from Live to Early Out to Primes/Secondary/Tertiary all the way to Warehousing of account portfolios.

- ▲ Geographic reach – CBA is licensed or holds certificates of authority to collect in all fifty states. CBA's nationwide scope is a competitive advantage because it allows us to collect for several national clients as well as Fortune 10 clients with customers across the United States. No matter where the customer moves, CBA has the authority to contact them in their state of residency to take collection action upon the account. Having a substantial national market penetration in receiving thousands of accounts across the U.S. each month, CBA can allocate resources for skip-tracing and collection efforts that apply to all markets because we have active, current and ongoing collection efforts in every state.

- ▲ Servicing platform – CBA was one of the first collection agencies to automate our recovery process onto the CUBS collection platform. CUBS is the leader in debt collection recovery software. Integrated with our CUBS collection system is our IAT automated call platform, which is used for all of our core call activities. The standard CUBS system provides for all the fundamental collection functions and compliance requirements, but CBA has extended the capabilities of this comprehensive collection system with thirty years of continual customized development through our own internal resources. CBA has developed specific modules to manage health information, so that we not only can control the security of this information, but also provide our clients detailed reporting down to the individual charge, physician, or visit level. CBA’s collection system has specific custom programming and custom screens and fields that were developed to meet the unique needs of our current client portfolios. Another unique feature of our system capabilities is our integration with the client system that allows for data files to be easily exchanged for handling new assignments, account payments and account updates. CBA developed custom processes and workflows to fully utilize the data being received from our clients system. Our deep knowledge, being able to utilize every data point and key element and our experience allow CBA to deliver the best collection solution for the City, because CBA can maximize recovery efforts while providing the highest-level of customer service.
- ▲ Core call activities are performed by our Information Access Technology (IAT) automated dialing platform called CT Center. This is a leading-edge dialing system specifically designed for CUBS and collection portfolios. IAT is fully integrated with our CUBS collection software to be able to produce a fully blended call center environment, where all calls are routed through our dialing system, whether outbound or inbound or transfers. Our representatives are presented with the account information on screen simultaneous with the call being routed to their extension, so as soon as the customer pickups up the phone call, they are greeted with our representative addressing them by name, confirming their information and then beginning the collection conversation.
- ▲ CBA made an important business decision over five years ago to utilize our dialing technology in a way that calls are made only when there is a representative available to assist a customer with their account and to not make phone calls in a “robo” call method. This approach is unique for the collection industry because it is extremely labor intensive, but provides a more positive interaction for customers that are already in a difficult collection situation.
- ▲ CBA was an early adopter of a comprehensive content management system that centralizes all customer information and puts it at our collector’s fingertips, so all account related content can be accessed through our CUBS collector system for our agents to see invoice copies, customer correspondence and CBA’s outbound correspondence. All collection data is backed up using our Universe data backup system and our network is backed up utilizing Unitrends backup systems. CBA utilizes CXM call and desktop screen recording system to complete our comprehensive archival system. All backup data is stored off-site through a professionally-bonded backup storage service company. All documents and account records are available for audit by our clients at any time during normal business hours. Account records may be accessed 24/7 through our secure, client, web-access portal (MyCBA).

▲ CBA has recently implemented a cloud-based learning/knowledge reinforcement application called KnowledgeLink. This application allows CBA to:

- Implement a continuous knowledge reinforcement training cycle using contents called “Topics”
- Enhance training programs by easily creating content specific training modules for Topics.
- Present company and client policies of any type at desired frequencies for review and acceptance, and to promote accountability.
- Create and administer tests to validate knowledge and certify staff.
- Conduct surveys to gain valuable employee feedback.

Work Plan

Since 1959, CBA has been providing expert recovery services for both consumer and commercial debts. The ability to balance the recovery of both debt types is rooted in our experienced staff and management team. Our current agency blend of commercial and consumer accounts is about 25% commercial and 75% consumer, so with this balance, it allows CBA to allocate the appropriate resources to each segment of business, since both make up a significant proportion of our total debt collection activities.

- ▲ Consumer approach – A consumer approach needs a higher rate of contact attempts to get contact to motivate the consumer to resolve their debt with 1 or 2 payments. Generally consumers disregard letters and notices, so the contactability is very important with consumer accounts, which is why CBA applies a comprehensive automated skip-tracing process in order to identify as many contact phone numbers and their origins as quickly as possible. The more numbers available, the higher the contact rate will be which leads to a higher recovery rate.
- ▲ Commercial approach – Taking the appropriate immediate actions to gain resolution on a commercial account is key to getting it resolved. Businesses can go out of business and disappear very quickly, making it essential to work commercial accounts with a high level of immediate, intensive work, applying many more resources to an account at an earlier stage than a consumer account, because if we do not get to them right away, they may dissolve or file for bankruptcy before CBA can get the City delinquent account collected. Deep and intensive skip-tracing is one of the resources we apply quickly to a delinquent commercial account, so that we can understand everything possibly about the business – it's ownership structure, it's management team, it's physical locations and it's financial health, so that when we do have interactions, we are well suited to address all objections that may come up in a conversation and have a well-developed response to these objections.

CBA's collection recovery strategies are designed as client-specific, unique recovery programs that maximize the synergies between our comprehensive skip-tracing methods, leading-edge collection technologies, advanced predictive/interactive dialing capabilities, and intensive inbound and outbound contact and notice strategies that are tailored for each of our clients.

- ▲ CBA will attempt to collect on all accounts through written communications, phone calls, skip tracing.
- ▲ All accounts are worked on the customer level rather than an invoice level. This gives the customer a more comprehensive view of their account and provides clarity that expedites the resolution of the outstanding balance.
- ▲ Debtors may pay by mail, cash, check by phone, debit cards, credit cards, Western Union, express mail, bank wire and walk-in payments.
- ▲ CBA can accept both credit cards and check-by-phone payments via our self-service pay-by-web or pay-by-phone (IVR) system. CBA's IVR system can be accessed toll-free by calling (888) 454-0313.

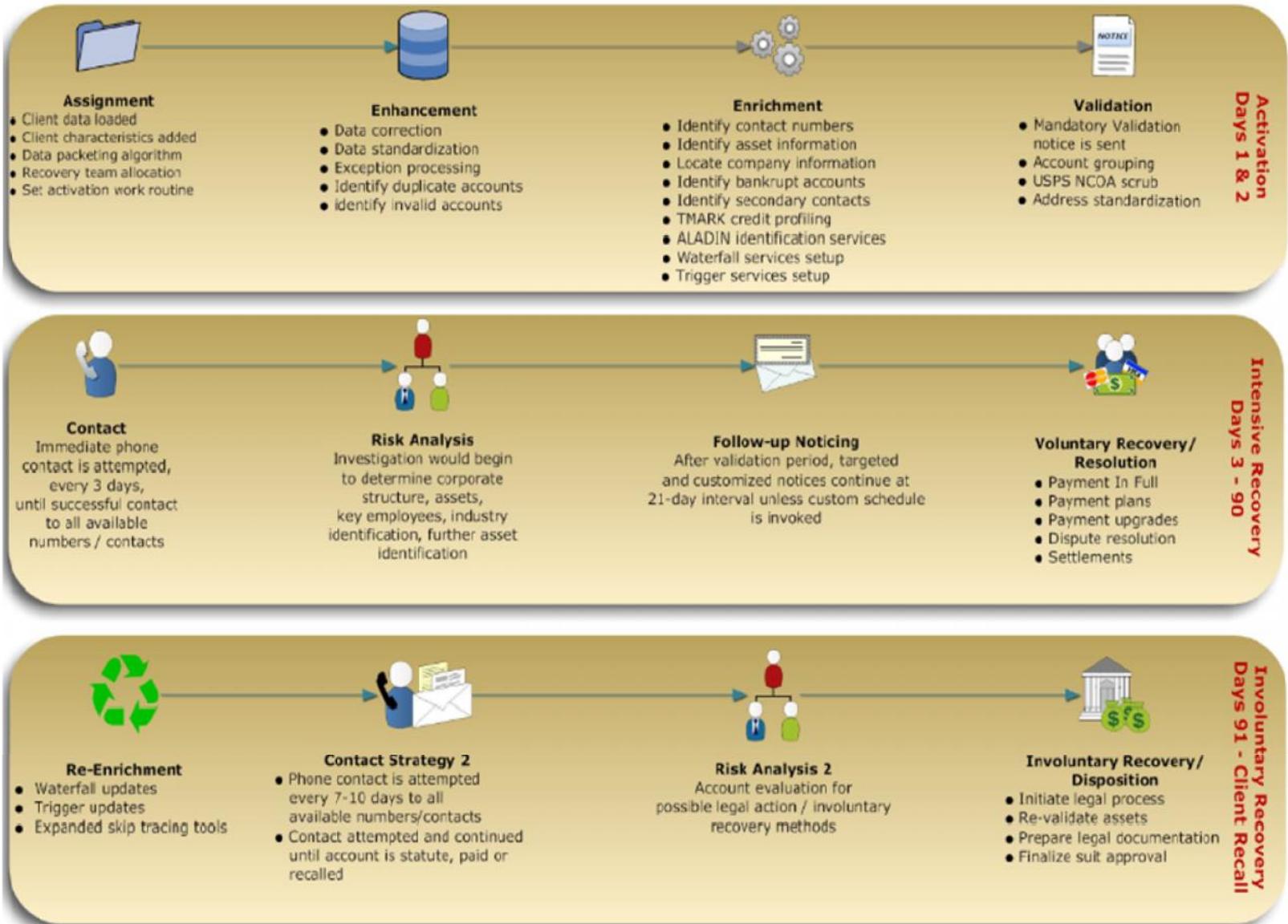
CBA's extensive experience and deep understanding of a clients' collection portfolio is a unique, competitive advantage that has been achieved by retaining experienced management staff, developing specialized training and fostering precise employee skill sets that produces successful results. Results are not just measured by dollars collected, but also by other factors such as positive customer interactions, being able to show respect at all times, and having the

compassion to be able to recognize a challenging financial situation that can be resolved to have a mutually beneficial outcome for the customer, our client and CBA. CBA's in-depth knowledge of the complexities of financial collections derived from our over fifty years of experience which results in the highest levels of customer satisfaction combined with maximized recovery rates:

- ▲ The high level of customer service is achieved by CBA because of our systems experience that provides CBA the insight to be able to resolve most customer billing issues with a single call resolution.
- ▲ CBA's intricate understanding of account charges allows us to enhance our interaction with the customer and provide a seamless experience, because we can anticipate the customer's needs and then provide them with a clear explanation of charges, credits, or adjustments that get accounts resolved faster which expedites the collection of monies.
- ▲ Through our many years of partnership with our clients, there has been the development of a cohesive relationships that benefits the customers because their exposure to world-class practices and service is never compromised at any stage of the recovery cycle, whether it be in-house at client, worked as first party by CBA or in third party collection with CBA.
- ▲ Our flexibility in being able to tailor our recovery strategy quickly allows CBA to anticipate our client's and industry's dynamic environment, changing requirements, and business demands. This flexibility is most apparent in the initiatives that CBA incorporates into our future plans. For 2016/2017, a major initiative is the deployment of a new communication platform. Most of our competitors just change their "switch" or telephone system, but CBA has been preparing for the comprehensive platform change since 2015 when we updated our electronic messaging systems to be forward compatible with our planned communication platform change. This update is being done so that we have a foundation in place to be able to optimize the communication process to address each interaction with the most preferable method for each customer. By staying ahead, CBA insures that it can address its clients' needs, such as web chat sessions, unified communications, social media integration and virtually any future requirements.
- ▲ Our hands-on ownership team invests back into our business and can make decisions that can positively affect our clients' portfolio, recovery rates and customer care service levels in a matter of minutes – not days, weeks or months, like our competitors. An example of our direct and decisive decision making is exemplified in the continuous development of our world-class facility. Owning our own facility allows CBA the flexibility to make immediate changes that address the dynamic needs of an ever changing collection industry, so if there is a change to a law or our client wants our strategy to change, we can move around resources quickly to address these changes and not have to wait for decisions to be made at board meetings, our owners are on site every day, they can approve a change in the morning and it can be completed by the afternoon.

CBA's Collection Process Flow / Work Plan is shown below:

Collection Process Flow



Technological Capabilities

In-House IT department

CBA employs its own IT department, so it is not outsourced to any other entity. CBA has an IT director, a system administrator and a system analyst. This department manages all of our systems and security. They are a key component to all of our client relationships. CBA views technology as a tool and not a toy, so we are very efficient in our use and implementation of technology. If there is a tool that will make us more successful, our management team will always support tools that will make CBA more efficient, more competitive or more compliant.

File Transfer Capabilities

CBA has over 20 years of experience interfacing with client systems and we can comply with the requirements set forth by the City for file transfer capabilities through secure file transfer standards. Files can be done as push or pull and they can be done on CBA hosted equipment or done on the City hosted equipment. CBA provide the maximum flexibility to our clients in that we do not make our clients comply to our rules, process, procedures or systems, but rather CBA conforms to our clients best practices.

Submitting and updating accounts

- ▲ Electronic File Processing – Currently CBA would follow all guidelines for file exchanges set forth by the City. CBA has the capability to exchange files, information and connectivity through all secure, encrypted methods of interface. In addition, CBA can perform electronic transmission of all banking and payment files.
- ▲ CBA would work with the City to develop the best practice for the City to submit and update accounts. If it is most efficient for the City to process all submissions and updates manually, then CBA can comply with this requirement. If the City wants to submit and exchange files electronically, CBA has the capability and security to handle any and all of these methods.
- ▲ Accounts and Update files can all be submitted through our client web portal – MyCBA. Also, files – payments, demographic updates, bankruptcies and deceased - from CBA to the City can be sent through this transport method as well.

Quality, Financial and Data Compliance Control

Quality Control

CBA's commitment to delivering outstanding customer service is rooted in our extensive quality control and assurance programs. The main tenant of our quality control program is CBA's philosophy is that employee monitoring is to assist management in continually improving upon the high standards that we strive to accomplish through all levels of our organization. Our structured approach to employee monitoring and quality assurance includes:

- ▲ CBA's call center facility allows all of our employees to be in one location, giving us an advantage in quality assurance, because everyone from the ownership team to a new trainee are all part of the same single-site environment. Monitoring, evaluation and corrections are easy to implement, because updates, notifications and training can be all done rapidly. This allows CBA to improve customer care opportunities virtually on the fly as changes are being made by our clients or if CBA identifies a deficiency with our care levels, these drops in care are limited to short periods or very few customer interactions, thus delivering consistent and higher levels of customer care than our competitors can at all times.
- ▲ CBA records every collection phone call. These calls are monitored and reviewed by management on a daily basis to ensure a high level of customer service and compliance as well as being an aid in continual training.
- ▲ CBA's unique strategy of recording every collection phone call provides protection and due diligence coverage for CBA and our clients, including the City.

Financial Controls

CBA adheres to strict payment processing guidelines, so all credit card payments are processed through PCI-compliant payment platform. CBA follows all PCI compliant processes and procedures for handling customer card information. All mail-in, express deliver or check-by-phone payments are handled through our internal trust posting department. This department is a separate and secure area that focuses only on processing account payments. Payments are identified to a specific account, invoice or claim, validated for proper application, posted to the specified account. Daily, weekly, Bi-weekly and monthly CBA performs its account reconciliation and statement process to remit a files to our clients for payment application into their system and at the same time send funds to our clients via bank wire/ACH, which is confirmed and reconciled by clients banking services department. The remittance process could be enhanced to be customized for the City to include any unique processing or applications the City may require.

Data Compliance

All data compliance is ensured, managed, and monitored by our FD CPA-certified compliance officer who works closely with our management team to ensure the maximum level of compliance by each employee at every customer interaction or information exchange. Compliance is achieved through clear, concise training, policies and procedures. As with all compliance, we are never "done", it is an ongoing, daily focus and a goal that takes teamwork and diligence to keep it at the forefront of all employee actions, business processes and customer touch points to achieve consistent success.

State and Federal Law Requirements and Compliance

CBA strictly follows all Federal and State laws - FDCPA, FCRA, TCPA, the California Robbins-Rosenthal act and all other applicable Federal and State of California laws regarding debt collection and debtor's rights. CBA accomplishes the highest level of compliance by using the following methods and procedures:

- ▲ CBA is licensed, registered or has a certificate of authority to collect in all fifty states or in any state that requires any of the above;
- ▲ CBA has all collection notices reviewed by a CAC / ACA approved attorney on an annual basis; (Sample collection notices can be found as Appendix D)
- ▲ CBA regularly consults with an attorney regarding our collection strategy and tactics;
- ▲ CBA retains a collection attorney to address all collection activities and monitor all legal proceedings;
- ▲ CBA is committed to and follows the voluntary code of ethics set forth by the American Collectors Association;
- ▲ CBA currently images all debtor correspondence and links such documents to the account record through our Compass Document Imaging system.
- ▲ CBA records all telephone calls to insure the highest level of quality control.

The first level of protection CBA has regarding any compliance, whether it be with the DO NOT CALL list or the CFPB, is that the City's entire portfolio would be staffed and managed at our headquarters and custom-designed call center facility in Hayward, California. CBA does not and will not offshore any of its staffing or call center work. CBA is committed to the local Bay Area workforce and continues to grow this workforce in our own facility that has been pre-built out for quick expansion, with cubicles, a phone system and computer capacity that is live, hot and ready to use, so that if a client need arises, CBA has the capacity for expansion of an additional 75-100 employees in a matter of days.

The second level of compliance happens through our New Employee and ongoing training – CBA has a rigorous training program that all new collection representatives and support staff participate in for a 2-week classroom training course and then are partnered with a team lead to do side-by-side training for an additional week. CBA has a standardized training manual as well as policies and procedures regarding collection laws, client-specific information and customer service information that the new and experienced representatives are responsible for understanding. Before being allowed to work accounts independently, all employees are required to pass a series of tests, ensuring their complete understanding of all collection laws, rules and regulations as well as client specific philosophies and approach.

Reporting Capabilities

Online Reporting Capabilities

CBA has online reporting for our clients to access through our client portal – MyCBA. MyCBA is a secure access portal that our clients can log into and has user-level security that can be locked down to the IP address. This platform has many points of interaction for our clients, with reporting being a major component. Clients can run many different reports from MyCBA as well as reports generated by CBA can be placed in the portal for secure access.

Standard Reporting

The standard reporting set that captures the majority of key collection statistics are the History / Actuary report, the Stair Step / Aging Report and the “Actuals” statistical report. CBA’s experience developing and creating custom reporting makes the possibilities unlimited and analysis the most comprehensive. For our client’s reporting requirements, “standard” does not apply but rather CBA can take these base reports and extract unique figures, charts, graphs and data sets so that the City can extrapolate business intelligence that is important for validating our stated partnership goal of maximum recoveries balanced with high performing customer care service levels.

CBA can offer the majority of its reporting daily / weekly / bi-weekly / monthly or quarterly, and will create custom frequency schedules for each client as needed. Once again there is no “standard” frequency, currently we report for several clients on periods that overlap from one month to the next month, i.e. 19th of May to the 18th of June, because this frequency best fits the client’s reporting and business needs.

- ▲ Aging report – This report is also known as the stair step report that presents data in a batch format and tracks the batch data as it steps out month by month. This report allows for identification of issues or trends that can affect a single batch / month. This report also provides intelligence about batch growth from month-to-month that can assist the City to anticipate future recoveries based upon average month-over-month growth rates.



Report As of: 08-31-14

STAIR STEP REPORT

YEAR-MONTH	COUNT	REFERRED	COLLECTED	RECOVERY	1MO	2MO	3MO	4MO	5MO	6MO	7MO	8MO	9MO	10MO	11MO	12MO
14-Aug	1,800	\$ 636,000.00	\$ 31,300.00	4.90%	4.90%											
14-Jul	1,700	\$ 558,600.00	\$ 105,400.00	18.90%	9.30%	18.90%										
14-Jun	2,000	\$ 676,700.00	\$ 115,600.00	18.50%	6.60%	15.10%	18.50%									
14-May	1,500	\$ 464,700.00	\$ 99,400.00	21.40%	7.80%	16.00%	19.60%	21.40%								
14-Apr	1,900	\$ 588,400.00	\$ 144,500.00	24.60%	6.20%	17.10%	21.50%	23.40%	24.60%							
14-Mar	2,300	\$ 709,700.00	\$ 198,800.00	28.00%	8.60%	19.20%	24.30%	26.10%	27.40%	28.00%						
14-Feb	3,000	\$ 922,300.00	\$ 236,400.00	25.60%	6.00%	16.30%	21.40%	23.40%	24.30%	25.10%	25.60%					
14-Jan	4,000	\$ 1,233,700.00	\$ 298,200.00	24.20%	6.90%	15.00%	19.40%	21.70%	22.80%	23.60%	23.80%	24.20%				
13-Dec	1,600	\$ 560,900.00	\$ 104,500.00	18.60%	5.40%	10.80%	13.80%	16.10%	17.00%	17.70%	18.10%	18.30%	18.60%			
13-Nov	2,600	\$ 739,300.00	\$ 145,600.00	19.70%	6.10%	11.30%	14.10%	16.40%	17.80%	18.70%	19.10%	19.20%	19.50%	19.70%		
13-Oct	1,500	\$ 462,160.00	\$ 98,000.00	21.20%	6.20%	13.70%	16.20%	18.50%	19.20%	19.80%	20.20%	20.40%	20.70%	21.20%	21.20%	
13-Sep	2,600	\$ 756,506.00	\$ 164,200.00	21.70%	5.90%	12.90%	16.40%	17.90%	19.00%	19.60%	20.10%	20.80%	21.20%	21.40%	21.50%	21.70%
12-MONTH TOTAL	27,000	\$ 8,200,000.00	\$ 1,742,500.00	21.10%	6.80%	14.30%	17.70%	19.30%	20.00%	20.50%	20.70%	20.90%	21.00%	21.10%	21.10%	21.10%

- ▲ Acknowledgement report – This report provides a detailed list of all customers assigned for collections with CBA. This information can be presented to the City electronically to automatically update the City’s systems or the paper acknowledgement can be used to reconcile data assignment files sent to CBA.



6-28-02

ABC COMPANY
1234 BLOCK AVE.
SAN MATEO, CA 94403-1388

CIT641

We hereby acknowledge the following accounts which have been assigned to this office for collection.

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT	AGE	ACCOUNT #
DOE,JOHN	1234	\$72.60	60	1234567

TOTAL NUMBER OF ACCOUNTS ASSIGNED:
TOTAL DOLLAR AMOUNT ASSIGNED: \$72.60
AVERAGE AGE OF ACCOUNTS:

Thank you for the opportunity to be of service to you. These accounts have been entered into our computer system and will receive our prompt attention. Please verify that the debtors and amounts shown above are correct. Should any errors be detected, please contact us immediately at 888-306-2045.

Very Truly Yours,

CLIENT SERVICES
COLLECTON BUREAU OF AMERICA
888-306-2045

- ▲ Reconciliation report – This report can be provided in a number of formats. CBA's bi-weekly statement can be used as a reconciliation report. This report presents all payment information details – customer demographics, paid-to-agency / paid-to-client, and amounts due client and agency, so the City can use this report to validate electronic banking deposits and apply payments to customer accounts.



COLLECTION BUREAU OF AMERICA

25954 EDEN LANDING ROAD, 1ST FLOOR, HAYWARD CA 94545-3816
 TEL: 888-306-2045 • TEL: 510-781-5100 • FAX: 510-781-5101

CLIENT CONTACT
 CLIENT NAME / DIVISION TITLE
 PO BOX 111111111111
 HAYWARD, CA 94545

PAGE NO.	1	MISC.	SHAWN DELUNA
INVOICE DATE	FROM 06-01-12 TO 06-30-12		
CLIENT NO.	TEST600		
REMIT TYPE	INVOICE#		

DATE	ACCOUNT DESCRIPTION	* STATUS	Amount PAID CBA	Amount PAID CLIENT	Amount DUE CBA	Remaining BALANCE	Amount DUE CLIENT
06-11-12	NAME A 02-13-12	911210 ACT		219.60	32.39	59.91	
06-11-12	NAMD B 02-13-12	11210 ACT		35.93		23.98	
06-22-12	NAME C TOO LONG 850856 05-03-11	PRO		122.72	18.10	451.81	
06-15-12	NAME D 866842 02-13-12	PIF	95.57		14.09	35.93	95.57
06-19-12	NAME E 140837 06-16-12	PRO	236.82		34.93	34.93	236.82
06-19-12	NAME F 140837 06-16-12	PRO	34.93		5.15	0.00	34.93
* STATUS CODES: PIF = Payment ACT = Active PAY = Paying NSF = Returned Check			6700.15	5700.00	2122.22		6981.8
			Total Paid CBA	Total Paid Client	Total Due CBA		Total Due Client

TOTAL COLLECTIONS	12400.15	PLEASE REMIT YOUR CHECK FOR		OUR CHECK ENCLOSED FOR	6981.8
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▲ Status report and detail – This report is also called the Client Inventory Report and can be tailored to include fields required for the City business needs.



Report Date: 01-01-2015

Client Inventory Status Report

Client Account ID	CBAID	Name1	Status	Last Paid Date	Date Assigned	Amount Assigned	Current Balance	Principal Collected	Cancel Amount
987654321	16528607	CUSTOMER,TEST	PIF		9/8/2014	\$ 100.00	\$ -	\$ 100.00	\$ -
4321	16528608	TEST COMPANY	ACT	9/8/2014	9/8/2014	\$ 11.00	\$ 11.00	\$ -	\$ -
1234	10000000	TEST PATIENT	CAN		9/9/2014	\$ 100.00	\$ -	\$ -	\$ 100.00

- ▲ Cancellation and return report – Provides a validation and reconciliation of all accounts that have been removed from the collection process.



SAMPLE CLIENT
P.O. BOX 478
ANYCITY, CA 94064

The following patients assigned by you to this agency have been removed from active collection processes. Please notify us immediately if the action was taken in error. Thank you for the opportunity to be of service to you.

ACCOUNTNAME	DEBTOR ADDRESS	ASSIGNED	PRINCIPAL	CAN. AMT.	ACCOUNTNUMBER
SMITH, LILIAN	111 3RD AV	02 Jan 07	\$96.74	\$96.74	B42826

ACCOUNT CANCELLED BY CLIENT REQUEST.

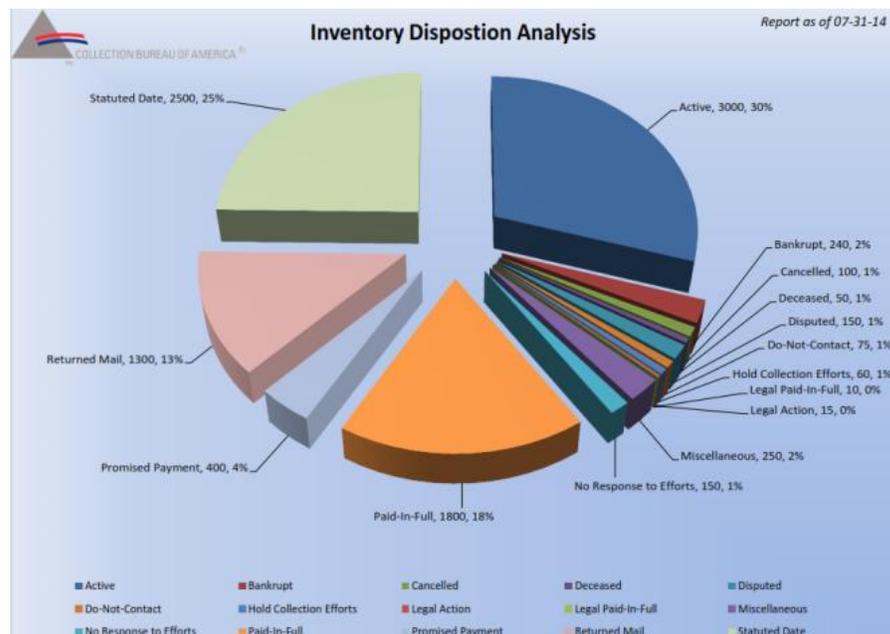
TOTAL NUMBER OF ACCOUNTS: 1
TOTAL DOLLAR AMOUNT CANCELLED: \$96.74

Sincerely,

CBA COLLECTION BUREAU OF AMERICA

888-306-2045

- ▲ Bad debt demographics – Demographics can be reported in summary format as displayed below or data can be returned in a City-friendly format so that it can be incorporated or updated into the City’s system.



- Key metrics for inbound / outbound calling activity – All inbound and outbound calling statics are captured so that they can be utilize for workforce management and quality control/assurance as well as provide MGLW with trends regarding their customer accounts. The report below analyzed over a million and a half telephone contact attempts to derive ratios and trends of right party contact (RPC), total call attempts (TCA) in comparison to total accounts with phone and average number of days between calls to better understand your portfolio and assist in making adjustments to business rules.

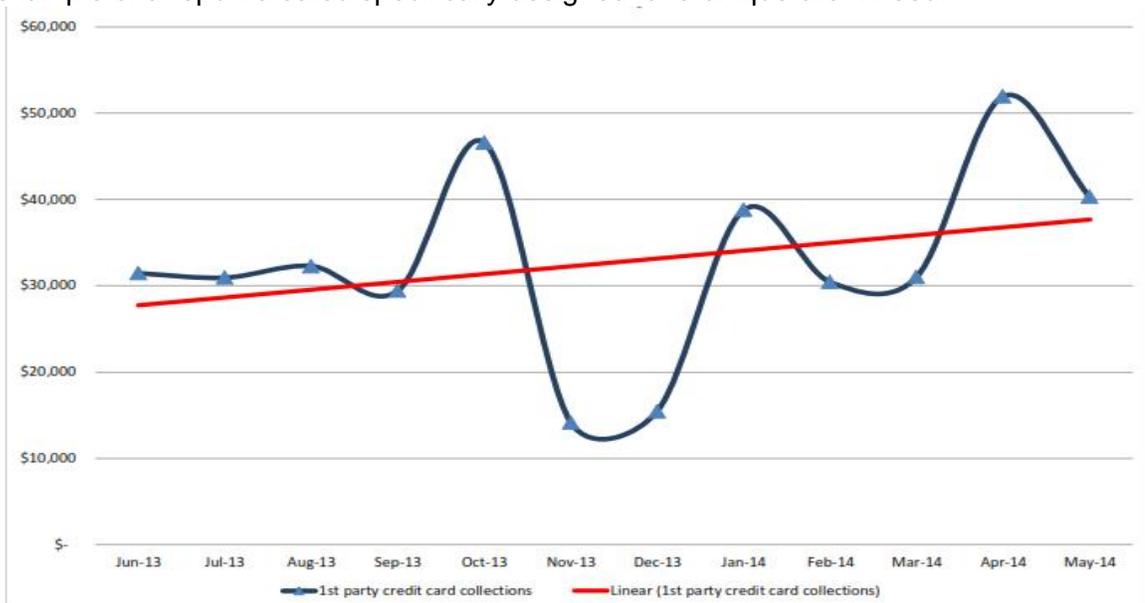


Right Party Contact Summary Reporting

	Count	Number of Attempts (Contact)	Number of Pays (Contact)	Number of Right Party Contacts	Total count Right Party Contact (RPC)	Pays per RPC	RPC based upon Account Count	Attempts (Contact) per Account
Total	144,000	540,000	2,800	18,000	20,800	16%	14%	4

	Average Number of Calls per accounts based on TCA / Count	Average Number of Calls per accounts WITH Phone	Average Number of calls every X Days	Number of total call attempts (TCA) (Includes all call results)	Total number of Accounts WITH a Phone	Percentage of Accounts WITH Phone	Total Number of Accounts WITHOUT a phone	Total Number by Count of Phone numbers per Account	Average Number of Phone numbers per Account
Total	11	21	4	1,650,000	78,000	54%	66,000	114,000	0.79

- Custom reporting – CBA can provide a wide-range of custom reporting. CBA can present several formats / report templates or we can work within the City reporting formats or requirements to deliver consistent information presentation. Below is an example of a report created specifically designed for a unique client need.



References

All recovery rates provided below are to be treated as confidential. Average recovery can be significantly impacted by the City's internal process and timeline for moving accounts through their system and out to a third party for collection.

Reference 1 – East Bay Municipal Utility District

- ▲ Julie Sullivan, Customer Services Supervisor, 510-287-2172
- ▲ 1100 21st Street, Oakland CA 94607; 8am – 5pm M-F PST
- ▲ CBA collects on delinquent consumer water and sewer bills
- ▲ Average recovery rates – 24% - 26%

Reference 2 – Pacific Gas & Electric

- ▲ Hewan Michael, PG&E Analyst, 925-415-6888
- ▲ 3136 Boeing Way, Stockton CA 95206; 8am – 5pm M-F PST
- ▲ CBA collects on delinquent consumer gas and electric bills;
- ▲ Average recovery rates – 10% - 12%

Reference 3 – City of San Jose, California

- ▲ Alex Rojas, Revenue Manager, 408-535-3507
- ▲ 200 East Santa Clara St, Floor #13, San Jose, CA 95113; 8am – 5pm M-F PST
- ▲ CBA collects on Water, Garbage, Sewer, Business Tax and Admin Fees for both commercial and consumer customers.
- ▲ Average recovery rates – 12% - 30% depending on the type of account

Reference 4 – San Jose Water Company

- ▲ Tricia Zacharisen, IT Manager, Customer Systems, 408-279-7921
- ▲ 110 W Taylor Street, San Jose, CA 95110; 8am – 5pm M-F PST
- ▲ CBA collects delinquent water bills for both consumer and commercial customers.
- ▲ Average recovery rates – 25% - 31%

Reference 5 – Charter Communications

- ▲ Bruce Godley, Credit & Collection Manager, (314) 543-5617
- ▲ 941 Charter Commons Dr, Chesterfield, MO 63017; 8am – 5pm M-F CST
- ▲ CBA collects on delinquent telephone, cable and internet accounts for both consumer and commercial customers.
- ▲ Average recovery rates – 12.5% - 13% (accounts are only with agency for six months)

City of Fayetteville
RFP 17-06, Collections Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Collection Bureau of America, Ltd

NUMBER OF YEARS IN BUSINESS: 58 HOW LONG IN PRESENT LOCATION: 16 years

TOTAL NUMBER OF CURRENT EMPLOYEES: 55 FULL TIME 5 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 4 FULL TIME 4 PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. East Bay Municipal Utility District

COMPANY NAME

Oakland CA 94607

CITY, STATE, ZIP

Julie Sullivan

CONTACT PERSON

510-287-2172

TELEPHONE

510-465-3470

FAX NUMBER

jmsulliv@ebmud.com

E-MAIL ADDRESS

2. City of San Jose

COMPANY NAME

San Jose CA 95113

CITY, STATE, ZIP

Alex Rojas

CONTACT PERSON

408-535-3507

TELEPHONE

408-292-6488

FAX NUMBER

alex.rojas@sanjoseca.gov

E-MAIL ADDRESS

3. Pacific Gas & Electric

COMPANY NAME

Stockton CA 95206

CITY, STATE, ZIP

Hewan Michael

CONTACT PERSON

925-415-6888

TELEPHONE

none available

FAX NUMBER

HxM9@pge.com

E-MAIL ADDRESS

4. San Jose Water Company

COMPANY NAME

San Jose CA 95110

CITY, STATE, ZIP

Tricia Zacharisen

CONTACT PERSON

408-279-7921

TELEPHONE

408-279-7917

FAX NUMBER

tricia.zacharisen@sjwater.com

E-MAIL ADDRESS

City of Fayetteville, AR
RFP 17-06, Collection Services
Page 14 of 22

Pricing

7-day grace period

Accounts which are paid to the City within seven (7) days of the account being placed with CBA and are reported to CBA as such would incur no commission charges from CBA.

All accounts with payments, either to the agency or to CBA, after the seven day grace period, would be charged at the rates below.

Commission Rate	Age of Account *
30%	8 – 90 days
27.5%	91 – 180 days
25%	181 – 365 days

*Age of Account is based on the date of placement with agency.

Resumes

Shawn DeLuna	
1. Position Title	President & CEO
2. Years with Company	29 years – all with CBA in the collection industry
3. Recent Assignments	President and key decision maker for all clients.
4. Relevant Experience	Started working in the collections business in high school working for his father. He has worked in all positions within the company and learned all aspects of collections.
5. Roles and Responsibilities in Connection with Proposal	He oversees all aspects of collections in his role as President.
Jeff Lowenstein	
1. Position Title	Senior Vice President
2. Years with Company	26 years – all with CBA in the collection industry
3. Recent Assignments	Working with clients on technology, programs and portfolio management
4. Relevant Experience	Over 25 years in the collection industry working with utilities and municipalities
5. Roles and Responsibilities in Connection with Proposal	Project management, client relations and client onboarding
Marian Malmstrom	
1. Position Title	Senior Vice President
2. Years with Company	25 years – all with CBA in the collection industry
3. Recent Assignments	Developing all new clients' setup methods, such as VPN access, file layout, ACH and EDI remit process. Liaison between new clients and our programmer
4. Relevant Experience	Over 10 years of experience with new client set up such as file layout and file transfer methods. Experienced with client remit process of manual remit, ACH or wire transfers.
5. Roles and Responsibilities in Connection with Proposal	Currently in charge of the setup of new clients, liaison with programmers. Responsible for all client interaction such as payments, cancellations, new assignments or any other client needs.
Stephanie Mendoza	
1. Position Title	Compliance and Training Manager
2. Years with Company	10 years – all with CBA in the collection industry
3. Recent Assignments	Oversees all collector training and compliance assurance
4. Relevant Experience	Over 10 years of experience in mid-sized collection agencies. Has ACA certifications. Has worked closely with municipalities and utility districts to achieve higher recovery rates that what was being achieved from other contracts.
5. Roles and Responsibilities in Connection with Proposal	Compliance, training and oversight/management review.
Elizabeth Journeaux	
1. Position Title	Collection Manager

2. Years with Company	7 years
3. Recent Assignments	Managing a team of collectors and working commercial accounts
4. Relevant Experience	<ul style="list-style-type: none"> ■ 30 years experience in collections, well versed with Business collections. ■ Proficient in all aspect of collecting on all accounts both consumer and business debts of any balance size. ■ Managed and prioritized collection accounts for a daily workload of 350 accounts. ■ Mediated balance discrepancies between creditor and consumer. ■ Prepared legal accounts for suit prior to being sent to an attorney.
5. Roles and Responsibilities in Connection with Proposal	Management of collection representatives and focus on commercial / business accounts
Angela Brumfield	
1. Position Title	Collection Manager
2. Years with Company	12 years
3. Recent Assignments	Managing / mentoring a team of collectors
4. Relevant Experience	<ul style="list-style-type: none"> ■ Top collector for the last five years ■ Maintained monthly collection quota of over eighty thousand dollars in collection per month. ■ Maintaining and providing top collections results for our company's largest clients. ■ Managed and prioritized collection accounts for a daily workload of 350 accounts. ■ Mediated balance discrepancies between creditor and consumer.
5. Roles and Responsibilities in Connection with Proposal	Management of collection representatives and focus on residential accounts
Gladys Guevara	
1. Position Title	Collection Manager / Trainer
2. Years with Company	9 years
3. Recent Assignments	Responsible for training and guided development of new departmental staff also preparing the staff for annual FDCPA, HIPPA, and FCRA regulations test
4. Relevant Experience	<ul style="list-style-type: none"> ■ Proficient in all aspect of collecting on small, medium to large balance ■ Maintain monthly collection quota of over sixty thousand dollars in collection per month. ■ Managed and prioritized collection accounts for a daily workload of 350 accounts. <p>Mediated balance discrepancies between creditor and consumer.</p>
5. Roles and Responsibilities in Connection with Proposal	Training and management of all bi-lingual collection representatives.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Shawn DeLuna	3/10/2017

4. PRICING:

Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: Collection Bureau of America, Ltd

PHYSICAL ADDRESS: 25954 Eden Landing Road, Hayward, CA 94545

MAILING ADDRESS: 25954 Eden Landing Road, Hayward, CA 94545

PRINTED NAME: Shawn DeLuna

PHONE: 510-781-5128 FAX: 510-781-5129

E-MAIL: shawn@collectionbureauofamerica.com

SIGNATURE: _____

TITLE: President / CEO DATE: 3/14/2017

DUNS#: 08-244-3870 TAX ID: 94-1478327



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LITHO IN U.S.A.



**SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY**

CERTIFICATE EXPIRATION DATE: 01-12-2018

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Collection Bureau Of America Ltd.
of Hayward, California as a MBE***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at 800-359-7998 in Los Angeles.

VON: 94BN0027

Determination Date: 12-31-2014

Appendix C – Small Business Certifications

California Certification Report

1615820 - COLLECTION BUREAU OF AMERICA - SB			
Legal Business Name	COLLECTION BUREAU OF AMERICA		
Doing Business As	COLLECTION BUREAU OF AMERICA		
Address	25954 EDEN LANDING RD	Phone	(510) 781-5138
	HAYWARD, CA 94545	FAX	(510) 781-5101
Email	jeff@collectionbureauofamerica.com		
Web Page	http://www.collectionbureauofamerica.com		
Active Certifications	SB May 8, 2015 - May 31, 2017		
Business Types	Service;		
Classifications	[841017] Debt management		
Keywords	collection agency debt charge off outstanding accounts receivable aged AR credit		

Small, Local & Emerging Business Program

SLEB

Home

Vendor Corner

Find A Vendor

About Us

Office of Contract Compliance

Contact Us

Documents

Links & Resources

County Procurement Policy requires County departments to solicit quotes first from certified EMERGING Businesses and if there are none, from certified SMALL Businesses and if there are none, from LOCAL Businesses.

PLEASE NOTE:

ALL BUSINESSES IN THE SLEB VENDOR QUERY SYSTEM DATABASE ARE LOCAL (i.e. LOCATED WITHIN ALAMEDA COUNTY) BUT ARE NOT NECESSARILY CERTIFIED.

- Certified businesses are identified as either Certified EMERGING Business or Certified SMALL Business in the Certification Type column of the database table (below).
- Certified SMALL and EMERGING businesses are also identified by a Certification number in the Certification Status column of the database.
- The Certification Type column identifies businesses that are NOT certified as Non-Certified LOCAL Business.
- All businesses in the database other than those identified as SMALL or EMERGING are LOCAL and not certified.

For assistance in navigating the database please see the [SLEB Internet Database Guide](#)* or * Contact the Auditor-Controller's SLEB Certification Unit at (510) 891-5500 or via [E-mail](#).

Find A Vendor > SLEB Vendor Query - Search Results

Vendor Name Includes "Collection Bureau of America" Sorted By Vendor Name

Business/Contact Name	Address	Certification Type	Certification Status	NAICS
Collection Bureau of America Ltd. Shawn DeLuna (510) 781-5138	25954 Eden Landing Road HAYWARD 94545-	Certified SMALL	Cert Number: 12-00069 Exp. Date: 10/31/2017	561440

Appendix D – Sample Collection Notices

Validation Notice



COLLECTION BUREAU OF AMERICA®

25954 EDEN LANDING ROAD, HAYWARD, CA 94545-3816
Hours of Operation M - F 6:00 am - 6:00 pm PST 888-558-5192

October 26, 2016

Original Creditor:<V10> Original Creditor No:<V09> CBA ID Number:<ACC> Last Payment Date:<V13> Service Address: <V31> <V46> Location or Number <V27> <V30> for Equipment Return:	PRINCIPAL: \$0.00 INTEREST: \$0.00 FEES: \$0.00 TOTAL AMOUNT DUE: \$0.00
---	--

As of the date of this letter, you owe \$0.00. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

Your account has been assigned to Collection Bureau of America for collection. All future communication regarding this obligation should be directed to this office.

Our records indicate that you may be contacted at the following phone number(s): <V47>, <V48>. If the number(s) are incorrect, or you would prefer that we do not call you at the number(s), please contact us at 888-558-5192 or via email to info@collectionbureauofamerica.com. In addition, if you have another phone number or address that you would prefer we contact you at, please contact us at 888-558-5192 or provide the new information via email to info@collectionbureauofamerica.com.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. But we will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described above.

This is an attempt to collect a debt. Any information obtained will be used for this purpose.
 NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION
 Payment phone line 888-454-0313

Sincerely,
 <V22>
 Debt Collector
 Collection Bureau of America
 <V23>



ACA
INTERNATIONAL
The Association of Credit
and Collection Professionals
Member

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

DEPT 251 4567890123456
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED

#BWNFTZF #1234567890123456#



<DNA>
<V06>
<LT_Addr1>
<LT_Addr2>
<LT_City> <LT_St> <LT_Zip>

Questions? Toll Free 888-558-5192
To pay online, go to paycba.com



ACCREDITED BUSINESS
BBB Rating **A+**

REMIT TO:

COLLECTION BUREAU OF AMERICA
PO BOX 5013
HAYWARD, CA 94540-5013

Itemized Notice



COLLECTION BUREAU OF AMERICA®

October 26, 2016

25954 EDEN LANDING ROAD, HAYWARD, CA 94545-3816
Hours of Operation M - F 6:00 am - 6:00 pm PST 888-558-5192

Client: <V10>
CBA ID #: <ACC>
Client Reference#: <V09>

Principal: \$0.00
Interest: \$<V15>
Equipment Charge: \$0.00
Current Balance Due: \$<V21>

PURSUANT TO YOUR REQUEST, PLEASE REVIEW THE ITEMIZATION LISTED BELOW OF THE INFORMATION WE HAVE ON FILE.

PLEASE REMIT THE BALANCE IN FULL, OR CONTACT OUR OFFICE AT: <V23>.

<V22> - DEBT COLLECTOR
Collection Bureau of America

DATE LAST CHARGE: <V12>
DATE OF LATE PAYMENT: <V13>
SERVICE ADDRESS: <V50>
SERVICE CSZ: <V51>
SERVICE NAME: <V52>
INSTALL DATE: <V53>
DISCONNECT DATE: <V54>

This communication is being sent to you by a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION



PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

Questions? Toll Free 888-558-5192
To pay online, go to paycba.com

DEPT 251 4567890123456
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED

#BWNFTZF #1234567890123456#



<DNA>
<V06>
<LT_Addr1>
<LT_Addr2>
<LT_City> <LT_State> <LT_Zip>



PAY BY CREDIT CARD	
<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard
<input type="checkbox"/> AMERICAN EXPRESS	
CARD NUMBER:	
EXPIRATION DATE:	CID #:
NAME ON CARD:	
BALANCE DUE: \$<V21>	PAYMENT AMOUNT:
SIGNATURE:	

REMIT TO:

COLLECTION BUREAU OF AMERICA
PO BOX 5013
HAYWARD, CA 94540-5013

*<ACC>*IZSUM*

Demand for Payment Notice



COLLECTION BUREAU OF AMERICA®
 25954 EDEN LANDING ROAD, HAYWARD, CA 94545-3816
 Hours of Operation M - F 6:00 am - 6:00 pm PST 888-558-5192

October 26, 2016

Creditor: <V10> Creditor No: <V09> ID Number: <ACC>	Principal: \$0.00 Interest: \$<V15> Equipment Charge: \$0.00 Total: \$<V21>
---	--

<V32>
 <V33>
 <V34>
 <V35>
 <V36>
 <V37>

***** ACCOUNT VERIFICATION *****

Our records indicate that as of the date above your account is not paid.
 If there is any question regarding the balance shown above, please take this opportunity to notify COLLECTION BUREAU OF AMERICA directly and arrange for payment.
 Our phone number is 510-781-5100 OR 888-454-3951.
 It is important that arrangements for settlement be made at once.
 Take one of the following options to take care of this account:

(1) Paying by check or credit card over the telephone 888-454-0313 (24-hour touch-tone service).
 (2) Call to make payment arrangements with this office at <V23>.

This is an attempt to collect a debt. Any information obtained will be used for this purpose.
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Sincerely,
 <V22>
 Collection Bureau of America
 <V23>



PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

DEPT 251 4567890123456
 PO BOX 4115
 CONCORD CA 94524



ADDRESS SERVICE REQUESTED
 #BWNFTZF #1234567890123456#



<DNA>
 <V06>
 <LT_Addr1>
 <LT_Addr2>
 <LT_City> <LT_St> <LT_Zip>

Questions? Toll Free 888-558-5192
 To pay online, go to paycba.com

PAY BY CREDIT CARD

CARD NUMBER: _____

EXPIRATION DATE: _____ CID #: _____

NAME ON CARD: _____

BALANCE DUE: \$-<V21> PAYMENT AMOUNT: _____

SIGNATURE: _____

REMIT TO:

COLLECTION BUREAU OF AMERICA
 PO BOX 5013
 HAYWARD, CA 94540-5013

*<ACC>*52M*

Payment Plan Notice



COLLECTION BUREAU OF AMERICA®

October 26, 2016

25954 EDEN LANDING ROAD, HAYWARD, CA 94545-3816
Hours of Operation M - F 6:00 am - 6:00 pm PST 888-558-5192

Creditor: <V10>
Creditor No: <V09>
ID Number: <ACC>

Principal: \$0.00
Interest: \$<V15>
Total: \$<V21>

<V32>
<V33>
<V34>
<V35>
<V36>
<V37>

***** INSTALLMENT CONFIRMATION *****

This notice is to confirm your promise to make payments according to the terms below.

If you have difficulty meeting this schedule, please contact our office immediately. Prompt payment is required

- (1) Paying by check or credit card over the telephone 888-454-0313 (24-hour touch-tone service).
- (2) Call to make payment arrangements with this office at <V23>.

TERMS OF INSTALLMENT AGREEMENT

Payment Amount: \$<V27>
Payment Frequency: <V28>
1st Payment Due: <V29>
Number of Payments: <V30>
Installment Balance: \$<V21>
Confirmation Date: <V08>
Agreement Date: <V08>

Make Payments to:
Collection Bureau of America
25954 Eden Landing Road - First Floor
Hayward, CA 94545

This is an attempt to collect a debt. Any information obtained will be used for this purpose.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Sincerely,
<V22>
Collection Bureau of America
<V23>



PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

Questions? Toll Free 888-558-5192
To pay online, go to paycba.com

DEPT 251 4567890123456
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED

#BWNFTZF #1234567890123456#

<DNA>
<V06>
<LT_Addr1>
<LT_Addr2>
<LT_City> <LT_St> <LT_Zip>

PAY BY CREDIT CARD	
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD
CARD NUMBER:	
EXPIRATION DATE:	ID #:
NAME ON CARD:	
BALANCE DUE: \$<V21>	PAYMENT AMOUNT:
SIGNATURE:	

REMIT TO:

COLLECTION BUREAU OF AMERICA
PO BOX 5013
HAYWARD, CA 94540-5013