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Invitation for Bids

Revenue Collection Services (as needed)

Solicitation Number: Q1721

Due Date: 11:00 a.m. (Eastern Standard Time) on February 21, 2017

Check KCDC's web page for addenda and changes before submitting your bid

Meeting: None

Questions: Submit questions to purchasinginfo@kcdc.org

Deliver to: Knoxville's Community Development Corporation
Procurement Division
901 Broadway N
Knoxville, Tennessee 37917

Faxed/Emailed Responses are acceptable: **Yes** **No**

Award Results: KCDC posts both a summary of the bids received and the award decision to its web page at: <http://www.kcdc.org/procurement/>

Electronic Copies: Suppliers are encouraged to use the MS Word version of this document. If you need an electronic copy, send an email requesting it to purchasinginfo@kcdc.org.



General Information

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,547 dwelling units. KCDC also administers approximately 4,030 vouchers through our Section 8 department and has three tax credit properties.
- b. KCDC's Accounts Receivable Division is responsible for the collection of past due accounts. KCDC's past due accounts are all from its renters. Currently Accounts Receivable makes efforts to collect on past due accounts (normally for up to sixty days). Accounts Receivable will turn over delinquent accounts to KCDC's collections service firm informing them of any activity previously undertaken by Accounts Receivable. The supplier may proceed with their process for collection once KCDC gives the supplier account information.
- c. KCDC limits contract length to a maximum of five years and the existing contract has nearly reached its maximum length.
- d. KCDC expects this award to begin on or around March 1, 2017.
- e. KCDC provides this information to give the supplier some indication of accounts that go to collections information:

	1 st Quarter Dollars	1 st Quarter Accounts	2 nd Quarter Dollars	2 nd Quarter Accounts	3 rd Quarter Dollars	3 rd Quarter Accounts	4 th Quarter Dollars	4 th Quarter Accounts
2015	57,457	89	111,028	91	120,384	108	103,981	93
2016	96,456	97	96,924	92	122,884	99	70,786	71

f.

Statistics and Information	
What collection attempts occur or will occur internally prior to placement?	Letters to the last known addresses
What is the total dollar value of accounts available for placement now, including any backlog?	It averaged \$96,762 quarterly
What is the total number of accounts available for placement now by category, including any backlog?	It averaged 100 quarterly
What is the average balance of accounts?	\$1,078 last quarter
What is the average age of accounts at placement (at time of award and/or on a going-forward basis)?	Usually 90 days
How much did KCDC pay (estimated or actual) paid last year, last month, or last quarter to any incumbent(s)?	It averaged \$1,000 to \$1,500 quarterly. However, it depends on collections.

What is the monthly or quarterly number of accounts placed with the supplier(s) by category?	It averages 100 - 150 quarterly (all categories taken into consideration).
What is the monthly or quarterly dollar value of accounts expected to be placed with the supplier(s) by category?	It averages \$100,000 - \$110,000 quarterly (all categories taken into consideration).
What has been the historical rate of return or liquidation rate provided by any incumbent(s)?	No information available at this time
Will accounts held by the incumbent or any backlog be moved to any new supplier as a one-time placement at contract start up?	No

- g. Following the signing of the contract, direct all day to day communications concerning the work to Linda Thomas, 901 Broadway N, Knoxville, Tennessee 37917. Email contact is preferred at lthomas@kcdc.org.

2. **CHANGES AFTER AWARD**

It is possible that after award KCDC will need to revise the service needs or requirements specified in this document. KCDC reserves the right to make such changes after consultation with the supplier.

3. **CODES AND ORDINANCES**

All work covered is to be done in full accord with national, state and local codes, ordinances and orders that are in effect at the time the work is performed.

4. **CONTACT PERSONNEL**

The supplier will assign no more than two contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the KCDC account, the supplier will introduce the new contacts to KCDC personnel. These contacts must be knowledgeable of KCDC's account to avoid any interruption of service.

5. **CONTACT POLICY**

The supplier may not contact office, officer, agent, or employee of KCDC other than the KCDC's Procurement Division from the issuance of this solicitation until award about matters pertaining to this solicitation. Information obtained from an unauthorized KCDC officer, agent, or employee will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the resulting award for the purpose of this project. Additionally, such contact can disqualify the supplier from participation in the solicitation process.

6. **EVALUATION**

All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to "responsiveness" and "responsibility" of suppliers.

KCDC reserves the right to request additional information from suppliers to assist in the evaluation process.

KCDC will evaluate the responses to this solicitation on these factors:

Factor	Maximum Points
Cost to KCDC	20
Proposed Collection Process	40
Capabilities and References	40
Total	100

7. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in this document. These instructions are at www.kcdc.org. Click on “Procurement” and scroll down to “Resources.” By submitting a response to this solicitation, the supplier accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.”

8. **INSURANCE**

The firm agrees to maintain at its sole expense during the term of this agreement insurance coverages and limits in accordance with the firm’s standard business practices and acceptable to KCDC. Coverage must include Errors and Omissions Liability (E & O) or Professional Liability with a minimum policy limit of \$1,000,000. The limits afforded by this policy shall apply only to KCDC and KCDC’s officials, officers, agents, employees, and only to claims arising out of or in connection with the work under this Agreement. Upon request, the firm shall provide KCDC with Certificates of Insurance evidencing such insurance.

9. **INVOICING/ORDERING**

a. Until a purchase order is in place, do not perform work. If a supplier performs work without a purchase order in place, KCDC does not have a legal obligation to pay for the work or goods.

b. Invoices must:

1. Be numbered
2. Have a date on them that is after the work is completed or goods delivered
3. Show the purchase order number
4. Breakdown pricing according to the award structure.
5. Be suitable for scanning since KCDC does not maintain paper records

Note: KCDC strongly encourages suppliers to supply computer generated or otherwise typed invoices instead of hand completed invoices.

c. Suppliers must submit invoices within 90 days of the date the services were provided. KCDC reserves the right to refuse payment for invoices submitted after the 90-day threshold.

- d. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes.
- e. KCDC normally pays by electronic transfer (ACH) only. Suppliers need to set up their access to KCDC's Supplier Portal to track actual payments made.

10. **LENGTH OF AWARD**

The length of the award will initially be 12 months. The award has four one-year optional renewals that KCDC may choose to exercise.

11. **PRICE STRUCTURE**

- a. At the end of each award year, the successful supplier may request a price increase. Proof of increased cost to the successful supplier must accompany price increase requests. KCDC may, at its option:

- 1. Accept the proposed price increase.
- 2. Reject the proposed price increase.
- 3. Suggest an alternative price increase.

- b. If KCDC rejects a proposed price the successful supplier may:

- 1. Continue with the existing pricing.
- 2. Suggest an alternative price increase.
- 3. End the award.

- c. Suppliers may decrease prices at any time with or without notice.

12. **QUESTIONS**

Submit questions via email with "Questions about Collection Services" in the subject line to purchasinginfo@KCDC.org. Questions must arrive by 4:00 p.m. five business days prior to the due date.

13. **SECTION 3 OF THE HUD ACT OF 1968**

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.

- b. Recipients and vendors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and vendors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals; and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful supplier will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful supplier will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 544-5269.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.
- h. Upon award, the successful supplier will supply two documents to KCDC:
 - 1. A Section 3 Business determination (forms supplied by KCDC) provided one is not already on file.
 - 2. A Section 3 Business plan for this work.

Scope of Work

14. GENERAL

KCDC requires the supplier to maintain records showing efforts made to make collection. These records shall show methods used and dates of efforts. These need to be available to KCDC on line. KCDC expects the supplier to make some type of effort at least every sixty days on accounts deemed active. Once the supplier deems an account inactive, the account returns to KCDC. KCDC's desire is that the supplier make efforts to collect for at least one year although it knows that some accounts will be deemed inactive prior to being active a full year. The supplier will return inactive accounts to KCDC at least quarterly. KCDC will only be obligated to pay the collection firm fees (as outlined in this solicitation) on active accounts.

15. KCDC RESPONSIBILITIES

KCDC will provide the successful supplier with and/or be responsible for the following:

- a. KCDC will turn over delinquent accounts to the supplier. KCDC represents that any account turned over to the supplier is legally due and owed. KCDC shall provide source documentation for all accounts due and verification of any balance due.
- b. KCDC agrees to pay a fee as outlined by the firm in this proposal. KCDC will not pay fees unless collections occur. KCDC will only pay this fee on active accounts. Active accounts require some method of collection every ninety days (minimum).
- c. KCDC reserves the right to stop any further collection efforts on any account where KCDC feels continued collection efforts would injure its reputation or practice.
- d. KCDC reserves the right to conduct audits of the supplier's books and records to verify accounts.

16. REPORTS

KCDC requires the successful supplier to provide a listing of "In Active" accounts at least quarterly. Email such reports to your KCDC contact person.

17. RESPONDENT'S RESPONSIBILITIES

- a. Proper licensure
- b. Acceptable bonding
- c. Capable trained staff as collectors
- d. Performance all activities in compliance with all laws and regulations
- e. Indemnify and hold KCDC harmless from any claims related to unlawful collection activity.
- f. Use only legal means to obtain collection of KCDC's accounts once the supplier has them.

- g. Compliance with The Fair Debt Collection Practices Act of 1977, the Tennessee Financial Privacy Act and all other applicable laws in its collection practices and procedures and will fully observe and comply with all other federal and state laws, rules, and regulations concerning collection practice.
- h. To pay all court cost, attorney fees and other cost associated with collecting the account if legal action is required.
- i. Fees earn at the time of collections only
- j. Provide an accurate monthly report of the status of all collections account.
- k. Provide quarterly reports on the status of all accounts. Separate reports by the KCDC program (KCDC has approximately ten programs). Include “efforts made” and/or “status” each quarter.
- l. Submit all gross monies collected to KCDC by the 10th day of the month.

[This and the Preceding Pages Need Not be Returned with Your Response](#)

General Information about the Supplier

Sign Your Name to the Right of the Arrow 

Your signature indicates that you have read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org.

Printed Name and Title 

Company Name 

Street Address 


City/State/Zip 

Contact Person (Please Print Clearly) 

Telephone Number 

Fax Number 

Cell Number 

Contact's e-mail address (Please Print Clearly) 

Addenda

Addenda are at www.kcdc.org. Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

This business is owned & operated by persons at least 51% of the following ethnic background:

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

Cooperative Purchasing by Other Governmental Entities

Subject to additional location/delivery charges, the supplier agrees to extend the offered costs to other governments if the government so desires. Yes No

As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business qualifies as:

Section 3

Small Business

Woman Owned

Supplier: _____

Respond to the following questions and use additional sheets of paper if necessary.

1. Number of years in this business
2. Under what other names has your company operated?
3. How many years did the company operate under this/these names?
4. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract within the last five years?
5. Is your business presently involved in any litigation? If "yes", explain.
6. Describe how your firm would charge KCDC or what rate of commission would be required to pay collection firm.
7. Describe in detail how your firm would proceed on collection of accounts. Please show the time frame in which steps would occur.
8. Describe your collections methods and outreach techniques.
9. KCDC is interested in your success rate collecting debt from tenants in low and moderate-income housing. Indicate any history showing your success in collections for low to moderate income housing here.
10. Provide three references of accounts that are similar to this one. Include this information:
 - Company Name
 - Contact Person's Name
 - Phone/Email for Contact Person
 - Date of Service Provision (start/stop)
 - Description of the Service(s) provided
 - Value of the Contract over its Lifetime

Supplier: _____

Conflict of Interest:

1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers, or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Eligibility:

6. The supplier is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General:

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

9. **Iran Divestment Act:**

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

Non-Collusion:

- 10. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.

- 11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The undersigned hereby acknowledges receipt of this Affidavit Document and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements.

Signed by _____	
Printed Name _____	
Title _____	
Subscribed and sworn to before me this date	
By (Notary Public) _____	
My Commission Expires on _____	
Notary Stamp	

Supplier: _____

Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:
