

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

(505) 662-8191

Advertised: May 23, 2021

Closing Date: June 22, 2021

**Request for Proposals ("RFP")**

**RFP Number: 21-57**

**RFP Name: Accounts Receivable Collection Services**

**GENERAL INFORMATION**

1. **RFP Submission Procedure Change.** Due to the current COVID-19 (coronavirus) pandemic and Public Health Emergency declaration by the New Mexico Governor, until further notice, the following procedure is in effect: Proposals in response to this Requests for Proposals (RFP), may be submitted either in paper form, in a sealed envelope, or electronically by email in PDF format. All other requirements stated in the solicitation document remain unchanged and in effect.

**Only one of the following submission methods is required:**

2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: [lacbid@lacnm.us](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP21-57 Accounts Receivable Collection Services** It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to [Jaime Kephart, Senior Buyer, jaimke.kephart@lacnm.us](mailto:jaime.kephart@lacnm.us) to confirm the Proposal was received.

The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the [lacbid@lacnm.us](mailto:lacbid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, June 22, 2021** will be reviewed.

Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, June 22, 2021** for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

4. Directions to Procurement office:



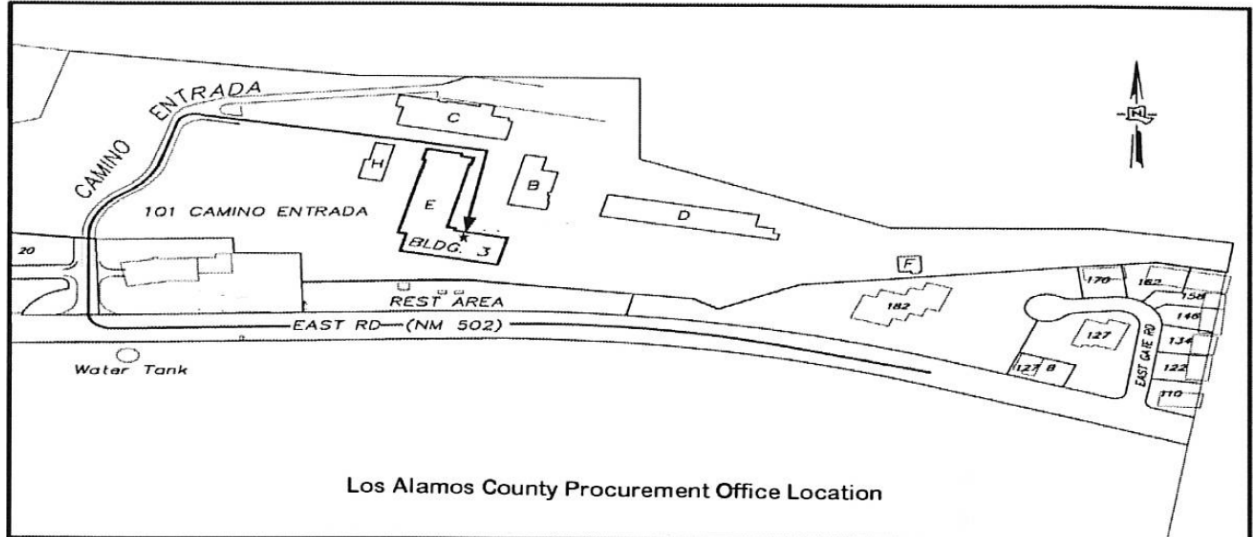
1. Drive WEST on NM-502 to Los Alamos.

- o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.



2. Turn RIGHT on Camino Entrada.

- Road slopes downhill and curves to the right.
- ➡ 3. Take second RIGHT into driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
  - Follow the signs to Building 3, the L-shaped building in the center of the complex.
  - If you pass the Holiday Inn Express and the Airport, you’ve gone too far.
- 4. Enter glass door marked “PROCUREMENT.” See map below.



5. The Incorporated County of Los Alamos (“County”) invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror’s expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to seven (7) years. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.

12. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
13. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al.

## CONTACT INFORMATION

1. For project-specific information, contact [Heather Garcia](mailto:heather.garcia@lacnm.us), at [heather.garcia@lacnm.us](mailto:heather.garcia@lacnm.us); (505) 662-8198.
2. For procurement process information, contact [Jaime Kephart, Senior Buyer](mailto:Jaime.Kephart@lacnm.us), at [Jaime.kephart@lacnm.us](mailto:Jaime.Kephart@lacnm.us); (505)662-8191.

## NEED STATEMENT

The Incorporated County of Los Alamos ("County") does not currently have the ability to perform collection efforts past (120) days overdue for utility, landfill and ambulance services provided by the County. The County is in need of a third-party vendor to perform this function.

## BACKGROUND

The County currently performs initial collection activities for utility, landfill, ambulance services and miscellaneous receivables for accounts less than (120) days past due. As of December 31, 2020, the County's outstanding accounts receivables over (120) days past due was approximately \$187,000. Collection activities for accounts over (120) days past due have not been conducted since the implementation of a new Enterprise Resource Planning system in 2018.

The County outsources the billing of ambulance services to Credit Bureau Systems, Inc. dba Ambulance Medical Billing ("AMB"). AMB is responsible for collections during the first 90-120 days after billing. The County, through AMB, will turn over ambulance accounts greater than (120) days past due to the Contractor. Billed ambulance revenue is approximately \$500,000-\$600,000 per year, with current collection efforts yielding approximately \$350,000-\$550,000 annually. The County anticipates ambulance receivables turned over for collection services will total between \$50,000-\$150,000 per year. Only one award may result from this RFP.

Visit the Los Alamos County website ([www.losalamosnm.us](http://www.losalamosnm.us)) and the tourism website ([www.visit.losalamos.com](http://www.visit.losalamos.com)) for more information about the County.

## SCOPE OF SERVICES (or WORK)

1. The selected Offeror shall provide collection services for the following types of past due accounts receivable:
  - Utility Receivables
  - Landfill Tipping Fee Receivables
  - Ambulance Billing Receivables
  - Miscellaneous Accounts Receivable
2. Contractor shall accept accounts placed by County under terms of the resulting agreement and will use its best efforts to collect said accounts utilizing means legal, necessary and proper.

3. County plans to place existing delinquent accounts greater than (120) days past due with Contractor immediately upon execution of an Agreement. Other accounts will be referred to Contractor throughout the calendar year. The number of accounts referred to Contractor shall be solely within the discretion of County. Further, County, itself or through its ambulance billing contract, shall make collection efforts and written demands prior to turnover and will inform the debtor of the consequences of failure to make payments.
4. County shall provide to Contractor information about payments made directly to County on accounts turned over to Contractor and will pay the collection fee on these amounts.
5. Contractor shall not initiate legal proceedings on accounts without prior authorization by County. However, Contractor will report referred accounts to the applicable credit bureaus. Contractor will advise County of detailed information necessary for credit bureau reporting.
6. All data made available to Contractor by County is and remains the property of County, Contractor must provide a secure system for receiving, storing processing or otherwise dealing with information provided by County and must agree to be fully bound by the provisions of the Privacy Act and applicable fair lending laws, credit reporting rules and Health Insurance Protection and Accountability (HIPPA) Act laws.
7. Contractor agrees to return to County, at no charge, accounts referred by mistake.
8. County shall pay no fee for Contractor when the balance due has been reduced resulting from County action such as application of refund, security deposit or credit adjustment. Also, no fee will be paid based upon a collection resulting from County receiving payment due to a customer refinancing or selling their home when a lien of any amount was in place. County would normally not place a balance upon which there is a lien with the collection agency.
9. Contractor shall follow the applicable provisions of federal law regulating debt collections appearing in the Fair Debt Collection Practices Law. Contractor shall maintain complete and accurate records of collection service transactions in accordance with accepted industry accounting practices, and shall maintain records in a secure location, whether electronically or physical, to prevent disclosure or destruction. Contractor shall ensure record retention in accordance with County, state and federal requirements. Contractor shall retain all such records and statements pertaining to the collection agency service operations for County for a period of no less than three (3) years from the close of each year's operation.
10. Contractor's accounting control and records of reported collection service shall be used as the basis to verify charges payable to Contractor.
11. All records pertaining to the operations of this collection agency service shall upon reasonable notice be open for inspection and/or audit by County at any or all reasonable times.
12. On request of County, Contractor shall meet with County and review each invoice, explain charges, discuss problems and mutually agree on courses of action which may be required to provide improved control and/or service.
13. Contractor shall remit to County routine, detailed account information and summary information on all collections based on a monthly reporting period on or before the 15th day after the end of the reporting period, accounting for all collections made up to and including the last day of reporting period.
14. Contractor shall maintain call centers and operations within the continental United States. For hosted or cloud-based services offered by Contractor, data centers of cloud service providers shall be located within the United States, as required by County Technology Standards.

15. If Contractor offers online customer access, Contractor's proposed Use Agreement or Terms of Use should be included with the proposal.

## **INFORMATION RELATED TO THE SCOPE OF WORK**

1. See Exhibit D for more information related to the scope of work.

## **PROPOSAL REVIEW AND EVALUATION**

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification, and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.

The total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows: (1) Local business; (2) Resident business.

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

## **AWARD OF SOLICITATION**

Following award of the solicitation by County Council, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit "A." Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

## **OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES**

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

## **ILLEGAL ACTS**

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

## **CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "B," and submit with the proposal. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor from consideration for award.

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

A Campaign Contribution Disclosure Form is attached as Exhibit "C." The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

## **VERIFICATION OF AUTHORIZED OFFEROR**

A Verification of Authorized Offeror Form is attached as Exhibit "D." The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

## **PROPOSAL FORMAT**

To facilitate evaluation, Proposals shall be submitted with the sections listed below in the order indicated. Proposer shall include sufficient detail for County to evaluate the Proposal.

Proposals shall address the following items:

### **1. Effectiveness and Efficiency of Process:**

- a. Describe in detail and provide diagram(s) of the Proposer's collection process. This should include samples of call scripts and letters used in the collection process.
- b. Provide a description and examples of reports that would be provided to County to demonstrate collection efforts, amounts collected, and status of accounts.
- c. Provide a description of the account information needed for the collection process, particularly with requirements needed for reporting to credit bureaus.
- d. Provide a description of the security measures the Proposer employs to secure financial records and statements pertaining to the collection agency service operations.

### **2. Experience and Expertise:**

- a. Provide a description of the firm, including the relevant experience of the management team that would be assigned to this account.
- b. Provide the most recent four years' worth of statistical results of the company/agency's effectiveness in collecting. The results should be broken down between private and public sector clients.

### **3. Cost Proposal:**

- a. Provide a detailed fee schedule for your services.

### **4. References**

- a. Provide three current references (include: organization name, contact name, contact address, contact phone number, email and a description of the services provided).

**DOCUMENTATION THAT SHOULD BE SUBMITTED WITH PROPOSAL:**

- Exhibit B: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
- Exhibit C: Campaign Contribution Disclosure Form
- Exhibit D: Verification of Authorized Offeror
- Exhibit E: Deviations from RFP and Coverage Requirements
- Proposed Use Agreement or Terms of Use for Online Customer Access (if applicable)

**PROPOSAL EVALUATION CRITERIA:** As described and/or demonstrated in the RFP response.

|          | <b>Criteria</b><br>As defined in "Proposal Format" above | <b>Weighted Points</b> |
|----------|--|------------------------|
| <b>1</b> | Effectiveness and Efficiency of Process                  | <b>30</b>              |
| <b>2</b> | Experience and Expertise                                 | <b>20</b>              |
| <b>3</b> | Cost Proposal  | <b>20</b>              |
| <b>4</b> | References   | <b>20</b>              |
| <b>5</b> | Completeness of Proposal                                 | <b>15</b>              |
|          | <b>Total Score</b>                                       | <b>105</b>             |

**Exhibit "B"**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS  
RFP NO: 21-57**

**RFP Name: Accounts Receivable Collection Services**

**\*This document should be returned with RFP submittal.\***

- (1) I or We, \_\_\_\_\_ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
  - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
  - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title



**Exhibit "C"**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**RFP NO: 21-57**

**RFP Name: Accounts Receivable Collection Services**

**\*This document should be returned with RFP submittal.\***

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:  
(a) a prospective contractor, if the prospective contractor is a natural person; or  
(b) an owner of a prospective contractor;.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Denise Derkacs; David Izraelevitz; David Reagor; James Robinson; Randal Ryti; Sara Scott; and Sean Williams.)

|  |                                    |                                   |                                    |
|--|------------------------------------|-----------------------------------|------------------------------------|
| <b>Contribution Made By:</b>               |                                    |                                   |                                    |
| <b>Relation to Prospective Contractor:</b> |                                    |                                   |                                    |
| <b>Name of Applicable Public Official:</b> |                                    | Governor _____                    |                                    |
| <b>Contribution(s)<br/>Date(s)</b>         | <b>Contribution<br/>Amount(s):</b> | <b>Nature of Contribution(s):</b> | <b>Purpose of Contribution(s):</b> |
|  | \$                                 |                                   |                                    |
|  | \$                                 |                                   |                                    |
|  | \$                                 |                                   |                                    |
|  | \$                                 |                                   |                                    |
|  | \$                                 |                                   |                                    |

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

—OR—

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**Exhibit "D"**

**VERIFICATION OF AUTHORIZED OFFEROR**

**RFP NO: 21-57**

**RFP Name: Accounts Receivable Collection Services**

**\*This document should be returned with RFP submittal.\***

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?

☐ YES

☐ NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

\_\_\_\_\_  
Signature and Printed Name of Authorized Offeror Title

\_\_\_\_\_  
Organization's Legal Name State of Incorporation

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Mailing Address City State Zip Code

\_\_\_\_\_  
Physical Address City State Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Federal Tax I.D. # NM CRS # (if located in-state)

\_\_\_\_\_  
Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- ☐ Small Business
- ☐ Woman-owned Business
- ☐ Minority-owned Business

**RFP Name: Accounts Receivable Collection Services**

*(Offeror must cite specific deviations, if applicable. If none are applicable, please indicate such and sign this exhibit)*

[illegible]

**Exhibit "G"**  
**INFORMATION RELATED TO THE SCOPE OF WORK**  
**RFP NO: 21-57**  
**RFP Name: Accounts Receivable Collection Services**

1. **What collection attempts are performed or will be performed internally prior to placement?**  
Utility accounts: When accounts are active, account holders receive letters, phone calls, shut off notices, and then their services are disconnected. Once accounts are final and unpaid, one more letter is automatically generated. In most cases, a second letter is manually produced about a month later. Ambulance Billing: collection attempts are made to the extent of submitting the account information on reviewed aged accounts to a credit bureau after a minimum of 90 days.
2. **Will the selected vendor be allowed to litigate balances exceeding a certain dollar amount on your behalf, with your explicit approval?** No.
3. **What is the total dollar value of accounts available for placement now by category, including any backlog?** Approximately \$205,000 in utility, landfill, misc. receivable accounts; Ambulance billing: approximately \$100,000 to \$200,000.
4. **What is the total number of accounts available for placement now by category, including any backlog?** Utility, landfill, misc. receivables: approximately 400; Ambulance billing: 250 - 500
5. **What is the average balance of accounts by category?** Utility, landfill, misc. receivables: \$505; Ambulance billing: \$50 to \$400
6. **What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?** At time of award, utility, landfill, ambulance and misc. receivable accounts will be placed with awardee. Those accounts will range in age from less than a year to five years. Going forward, accounts will be placed around 120 days past due or sooner.
7. **What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?** Utility, landfill, misc. receivables: approximately 5-10 accounts per month; Ambulance Billing: range of 5 – 10 monthly.
8. **What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?** Utility, landfill, misc. receivables: \$500 to \$1500 per month; Ambulance billing: \$1,000 – \$3,500 monthly.
9. **What has been the historical rate of return or liquidation rate provided by prior collections contracts, and/or what is anticipated or expected as a result of this procurement?** 15% historically.
10. **What is your current internal process if you determine the debtor may be deceased?**  
Utility, landfill, misc. receivables: the estate is billed. If an account remains unpaid for 4 years, it is

typically written off at the end of the fourth fiscal year. Ambulance billing accounts unpaid at the end of the fourth fiscal year are reviewed by Los Alamos County Council for approval of write-off.

11. **What is your current process if any external collection agency vendor informs you the debtor may be deceased?** Depends on evidence provided.
12. **If applicable, will accounts held by incumbent or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?** Yes.



# INCORPORATED COUNTY OF LOS ALAMOS

101 Camino Entrada, Building 3  
Los Alamos, New Mexico 87544 (505) 661-4568  
Procurement Division

**June 15, 2021**

## **TO ALL HOLDERS OF SOLICITATION DOCUMENTS FOR:**

**Request for Proposals No. RFP21-57**  
**RFP Name: Accounts Receivable Collections Services**

### **Addendum No. 1**

This Addendum No. 1 forms a part of the Solicitation Documents and modifies, as noted below, the original Solicitation Documents identified above.

This Addendum provides questions received and the County's answers to all potential Offerors/Proposers:

- 1) Why has this bid been released at this time?
  - a) The previous contract for accounts receivable collection services ended in 2018. County does not have resources in-house to perform these services and has determined a need to reinstate these services.
- 2) Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?
  - a) There is no specific expectation or preference for minority-owned, women-owned, small or disadvantaged businesses or subcontractors for this RFP. Offeror is welcome to describe its capacity in this regard.
- 3) Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
  - a) There is no pricing page in the RFP, and a fees structure is required for the RFP submission and is a graded criterion for selection.
- 4) Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.



- a) No current contract is in place for these services.
- 5) Has the current contract gone full term?
- a) No current contract is in place for these services.
- 6) Have all options to extend the current contract been exercised?
- a) No current contract is in place for these services.
- 7) Who is the incumbent, and how long has the incumbent been providing the requested services?
- a) There is no incumbent for the County providing these services.
- 8) How are fees currently being billed by any incumbent(s), by category, and at what rates?
- a) No current contract is in place for these services.
- 9) What is the collection success rate (recovery rate/liquidation percentage) of the current incumbent(s)?
- a) No current contract is in place for these services.
- 10) What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?
- a) There is no incumbent in place, nothing was paid for these services in the last fiscal year.
- 11) To how many vendors are you seeking to award a contract?
- a) One vendor will be selected for this contract.
- 12) To what extent are these accounts owed by private consumers versus commercial businesses?
- a) Ambulance billing will be 100% private customer. Utilities is approx. 90% residential and 10% commercial.
- 13) Will accounts be primary placements, not having been serviced by any other outside collection agency, and/or will you also be referring secondary placements? If so, should bidders provide proposed fees for secondary placements also?
- a) Accounts over 120 days past due placed with the selected Offeror will be primary placements.
- 14) What collection attempts are performed or will be performed internally prior to placement?
- a) Los Alamos County billing and customer support staff currently work with customers to set up payment plans or bring accounts to current via phone calls, letters, door tags, and disconnection of utility services. Los Alamos County will also place liens on properties if

applicable. Ambulance billing is handled through a third-party biller who collects payments and sets up payment plans. After a third statement is sent with no response, outstanding balances would be referred directly to the selected Offeror.

15) What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?

a) Ambulance and utility billing accounts will be at least 120 days.

16) What billing servicer do you utilize?

a) The County has its own billing staff and uses its ERP system to generate all bills for utility customers. Ambulance billing is handled by Credit Bureau Systems, Inc. dba Ambulance Medical Billing (AMB).

17) Have all cases been fully adjudicated by the time of placement?

a) Yes.

18) If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?

a) No accounts are currently held with any other vendor. All accounts will be placed directly with the selected Offeror from the county or AMB.

19) What is your case management/accounting software system of record?

a) The county currently uses Tyler Munis as its ERP and billing software. This system has been in place since 2018. AMB for ambulance billing uses their own management/accounting software.

20) Who is your electronic payment/credit card processing vendor?

a) Utility billing currently uses Paymentus for payment/credit card processing. For ambulance billing, a third-party vendor, AMB, contracts their own payment/credit card services.

21) What process should a vendor follow, or which individual(s) should a vendor contact, to discuss budget-neutral services outside of the scope of this procurement, but related to it, designed to recover more debt prior to outside placement and lower collection costs?

a) The County does not require the Offeror to go outside the scope of work identified in the RFP.

22) How do your current processes and/or vendor relationship(s) systematically determine if the death of a responsible party has occurred?

a) Ambulance billing requests the death certificate from next of kin. Utilities is usually notified by family members, but no process is in place.

- 23) How do your current processes and/or vendor relationship(s) handle the death of a responsible party?
- a) No process is currently in place. Estate is currently held responsible.
- 24) Do you have a designated process or policies around deceased accounts today, and what is envisioned in the future?
- a) Past due deceased accounts are currently treated as any other account, and if attempts to collect are unsuccessful after 120 days, the account would be placed with the collections agency. Offerors should include in their proposals their capacity and processes to collect on deceased accounts.
- 25) Do you currently search and file probated estate claims? Have you considered an automated tool to identify and file probated estate claims?
- a) No. Offerors should include in their proposals their ability to provide automated tools to identify and file probated estate claims.
- 26) Can you confirm if this procurement replaces the one that was issued in 2013?
- a) Yes, it does.
- 27) With what frequency will accounts be referred (i.e., weekly, monthly, etc.)?
- a) Monthly.
- 28) With what frequency will the County provide update/payment files to the contractor (i.e., daily, weekly, etc.)?
- a) As needed based on occurrence.
- 29) Is there a backlog of accounts that will be referred to awarded vendors? If yes, what is the TOTAL dollar value and number count of this backlog?
- a) Please refer to the RFP.
- 30) What is the average age of any backlog accounts to be referred?
- a) Five (5) years or less.
- 31) Will the inventory currently assigned to existing agencies be pulled and sent to any new agencies awarded? If yes, what is the estimated volume (# and \$ value) and the average age of the accounts to be re-referred to a new agency?
- a) There is no incumbent or vendor currently performing collection efforts for the County as described in the RFP.
- 32) What percentage of accounts will have a judgment in place at the time of referral, if any?

- a) It is unclear what is meant by “judgement.” The percentage of accounts placed with the selected Offeror will change with the business need.

33) Will the County continue any collection efforts on accounts after referral to the agencies? If yes, please describe those efforts?

- a) The County will not continue collection efforts on accounts after referral but will accept payments and will notify selected Offeror of any collections made on referred accounts. Please see page 4, item 8 of the RFP.

34) Page 2, Items 10 & 11: These section state that the term of the contract will be up to (7) years and that the bidder must propose pricing for each year. Please confirm that you would like seven (7) line items of pricing, one for each (potential) year of the contract.

- a) Yes, please provide a chart of total costs/pricing for each year of the total term of contract.

35) Page 3, Item 12: Does the County wish for the bidders to supply copies of its license/COA with the proposal or is this only required after contract award?

- a) Offerors are not required to provide this documentation in their Proposals, but those who possess it at the time of the Proposal are asked to include it. Prior to entering into a contract, the selected Offeror must prove that they are in good standing with the state of New Mexico and must procure a certificate of authority to transact business in the state of New Mexico as stated in Item 12 of the RFP. It is the responsibility of Offerors to know, understand, and comply with the requirements for specific license(s) for this work. Offerors should consult with their own attorneys to ensure compliance with all licensing requirements. Offerors may also choose to visit the New Mexico Regulation and Licensing Department website. The website address is provided as a courtesy below, but should not be construed as being an all-inclusive list of requirements.

[http://www.rld.state.nm.us/financialinstitutions/Collection\\_Agencies\\_Managers\\_and\\_Rep\\_ossessors.aspx](http://www.rld.state.nm.us/financialinstitutions/Collection_Agencies_Managers_and_Rep_ossessors.aspx)

36) Page 3, Item 13: Please advise what weight (if any) is applied for ‘preference’ in the evaluation scoring. (For example, does a preferred vendor receive additional points towards its overall evaluation score vs. non-preferred vendors)?

- a) Refer to the Proposal Review and Evaluation section of the RFP. The total evaluation score with or without the cost factor of each proposal received from a qualifying vendor, as defined in Exhibit D of the RFP, shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:(1) Local business; (2) Resident business.

37) Page 6, Item 4 “References”: Is it acceptable to submit more than three (3) references?

a) Yes, more than 3 references are acceptable, however, no additional points will be awarded for submitting more than 3 references.

38) Do we understand the following correctly? The County currently has a vendor for accounts aged under 120 days, but is seeking a vendor for accounts aged over 120 days.

a) The County currently conducts its own efforts for accounts aged less than 120 days for ambulance billing and utility billing. County is seeking a vendor for accounts that are past due 120 days or greater.

39) Page 19, question #9 indicates a historical liquidation rate of 15%. Please confirm that 15% pertains to accounts older than 120 days.

a) Yes, this pertains to accounts that are over 120 days.

40) Page 3, "Background," reads, "The County anticipates ambulance receivables turned over for collection services will total between \$50,000-\$150,000 per year." However, page 19, question #8 indicates that at best, the annual placements might be \$60,000. Which figure is more likely?

a) Current research indicates approx. \$82,000 annually on average. These numbers are based on many variants which is why the range was provided.

All other provisions of the Solicitation Documents shall remain unchanged. This Addendum No. 1 is hereby made a part of the Solicitation Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

Each Respondent is requested to acknowledge receipt of this Addendum No. 1 with the Proposal Forms.

I hereby acknowledge receipt of this Addendum No.1.

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|--------|------------|------|
| Signed | Print Name | Date |
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| Title | Company |
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