



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 30609

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0212

Vendor ID: VS0000003017

SO Doc ID: SWC1500000006

Legal Name: Collection Management Company

Published Date: 11/12/14

Alias/DBA: Credit Management Company

Close Date: 11/20/14

Total Bid: \$0.00

Close Time: 13:30

Response Date: 11/20/2014

Status: Closed

Response Time: 9:24

Solicitation Description: Addendum #1 Statewide  
Contract for Debt Collection

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
2019 Washinton Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State Of West Virginia  
Solicitation Response

Proc Folder : 30609

Solicitation Description : Addendum #1 Statewide Contract for Debt Collection

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2014-11-20 13:30:00	SR 0212 ESR11191400000001055	1

**VENDOR**

VS0000003017

Collection Management Company

Credit Management Company

**FOR INFORMATION CONTACT THE BUYER**

Debbie Watkins

(304) 558-3568

debbie.a.watkins@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Debt collection services - Colleges and Universities				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description : Type of Account - Per Debt  
% of Amount Collected -

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Debt collection services - Worker's Compensation				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description : Type of Account - Default Account  
% of Amount Collected -

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description : Type of Account - New Accounts  
% of Amount Collected -

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description : Type of Account - Levy Account  
% of Amount Collected -

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Debt collection services - Div. of Environmental Protection				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description : Type of Account - Per Debt  
% of Amount Collected -

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Debt collection services - Other Spending Units				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description : Type of Account - Per Debt  
% of Amount Collected -

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Debt collection services - Rate of Second Placement				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description : Type of Account - Per Debt  
% of Amount Collected -

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Debt collection services - Rate of Second Placement-Colleges				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description : Type of Account - Colleges  
% of Amount Collected -



November 20, 2014

State of West Virginia  
Purchasing Division  
Attn: Tara Lyle  
2019 Washington Street East  
Charleston, WV 25305-0130

Dear Ms. Lyle,

Credit Management Company, CMC, is pleased to submit a quotation to the State of West Virginia to perform Debt Collection Services for all West Virginia State Agencies and political subdivisions.

CMC is a premier full service accounts receivable and collection management agency that has been in business since 1966. Our agency works with a broad range of clients in a variety of industries including government, healthcare, education and commercial. As a credible debt collection agency, we remain in strict adherence to industry regulations including FWA, FDCPA, TCPA, CFPB and the Gramm-Leach Bliley Act. We are an active advocate of our industry and we maintain memberships in many professional organizations such as the Association of Credit and Collection Professionals (ACA International).

We understand that the needs of our government clients are unique therefore we operate a separate division focused primarily on public sector debt collection. This team has been working with state and local government clients since 1997. The dedicated team will work to collect debts on behalf of the State of West Virginia.

It is our understanding that accounts will be placed with an agency after they have been worked internally for three (3) months. When accounts are placed with CMC the debtor information is imported into our sophisticated account management system and predictive analytics and skip tracing are performed. An initial notice is sent to the debtor within 24 hours of placement or upon verification of a new address. Immediately following letter notification, CMC begins telephone contact with debtors. CMC makes call attempts on every account, regardless of balance size. All initial calls are done with a live voice. Due to our extended hours, we will make attempts to contact the debtors at various points in a day including morning, daytime, and evening as well as attempts on Saturdays. On average, a debtor is contacted every ten days.

Per the mandatory requirements, all placed accounts will be worked for 180 days before being returned to the originating spending unit unless a payment plan is established. In addition, at the end of two years all accounts that are not paid in full will be referred back to the original spending unit with a litigation referral form.

CMC will send all payments collected during any month by the 15<sup>th</sup> of the following month accompanied by the report criteria outlined in section 4.1.5.3 of the Specifications. CMC is able to handle several classifications of accounts separately in order to provide performance metrics to the spending unit by class of accounts. All records will be kept for a minimum of six years.

When collecting student loan accounts, CMC will adhere to direct student loan guidelines. Additionally, CMC will gladly sign the HIPAA agreement prior to working with any State Agency bound by the Health Insurance Portability and Accountability Act of 1996.

We welcome the opportunity to work with the State of West Virginia to help you achieve your delinquent collection goals. After reading through our documents, should you have any questions or require additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Joe Del Bene". The signature is written in a cursive, flowing style.

Joe Del Bene

Sales Director

412-937-0900 x 104

[jdelbene@creditmanagementcompany.com](mailto:jdelbene@creditmanagementcompany.com)

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Credit Management Company  
Authorized Signature: Joseph A. Bell Date: 11/18/14

State of PENNSYLVANIA

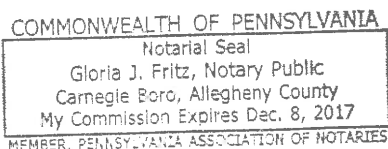
County of ALLEGHENY, to-wit:

Taken, subscribed, and sworn to before me this 18th day of November, 2014.

My Commission expires 12-8, 2017.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**



*Gloria J. Fritz*  
Purchasing Affidavit (Revised 07/01/2012)



REQUEST FOR QUOTATION  
CRFQ 0212 SWC1500000005 Debt Collection

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7.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**8. VENDOR DEFAULT:**

8.1. The following shall be considered a vendor default under this Contract.

8.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

8.1.2. Failure to comply with other specifications and requirements contained herein.

8.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4. Failure to remedy deficient performance upon request.

8.2. The following remedies shall be available to Agency upon default.

8.2.1. Immediate cancellation of the Contract.

8.2.2. Immediate cancellation of one or more release orders issued under this Contract.

8.2.3. Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

9.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager: Joe Del Bene**

**Telephone Number: 412-937-0900 x104**

**Fax Number: 412-937-0900**

**Email Address: jdelbene@creditmanagementcompany.com**

### Exhibit C - Pricing Page

Vendor must complete this schedule, for items being bid. The fee structure submitted to the State of West Virginia is as follows:

Agency	Type of Account	% of Amount Collected
1. Colleges and Universities	Per Debt	7.00%
2. Worker's Compensation	Default Account	6.99%
3. WV Department of Tax and Revenue	New Accounts	5.75%
	Levy Account - Where our employee is instrumental in the preperation of the levies.	
4. Division of Environmental Protection	Per Debt	6.75%
5. Other Spending Units	Per Debt	
6. Rate of Second Placement	Per Debt	
	Colleges	14.00%

### Bidder Contact Info

Vendor: Credit Management Company

Bidder Name (Print): Joe Del Bene

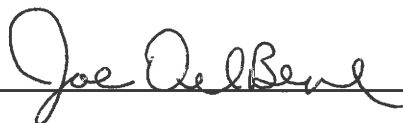
Contact Name (Print): Joe Del Bene

Phone: 412-937-0900 x 104

Fax: 412-937-1316

E-mail: jdelbene@creditmanagementcompany.com

Bidder Signature:



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0212 SWC1500000006

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

☒

Addendum No. 1

☐

Addendum No. 6

☐

Addendum No. 2

☐

Addendum No. 7

☐

Addendum No. 3

☐

Addendum No. 8

☐

Addendum No. 4

☐

Addendum No. 9

☐

Addendum No. 5

☐

Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Credit Management Company

Company



Authorized Signature

11-18-14

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

### **CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Credit Management Company  
(Company)

Joe DelBene Joe DelBene, Sales Director  
(Authorized Signature) (Representative Name, Title)

412-937-0900 x 104, 412-937-1316, 11-14-14  
(Phone Number) (Fax Number) (Date)