

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
VALLEY COLLECTION SERVICE, L.L.C.**

This Linking Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Glendale, an Arizona municipal corporation (“City”), and Valley Collection Service, L.L.C., an Arizona limited liability company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

**RECITALS**

- A. On June 1, 2022 under (S.A.V.E Cooperative Purchasing Agreement), the city of Peoria entered into a contract with Contractor to purchase the goods and services described in the Revenue Collection Services, Contract No. ACON10322 (“Cooperative Purchasing Agreement”), which is attached hereto in **Exhibit A**. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was June 1, 2022, until the date the contract expires on May 31, 2024 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond May 31 2027. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 31, 2024. The City may extend the term of this Agreement for three (3) additional one-year periods until the Cooperative Purchasing Agreement expires on May 31, 2027. Glendale extensions are not automatic and shall only occur if the City gives the Contractor notice of its intent to extend. The City may give the Contractor notice of its intent to extend this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such extension.

2. Scope of Work; Terms, Conditions, and Specifications.
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached in **Exhibit A**.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit B**.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed \$80,000 for the entire term of the Agreement (initial term plus any extensions).
  - C. City and Contractor mutually agree that payments the City collects from Arizona Department of Revenue Debt Offset program are not subject to being billed any fees from Contractor and will be recalled from Contractor upon confirmation of a confirmed offset payment from the Department of Revenue.
4. Cancellation. This Agreement may be canceled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
  - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

- 10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
- 11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Robert Birr  
5750 W Glenn Dr.  
Glendale, AZ 85302

And

Valley Collection Service, LLC  
Scott Maxam, Member/Manager  
8811 N 51st Ave; Suite 102  
Glendale, AZ 85302

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

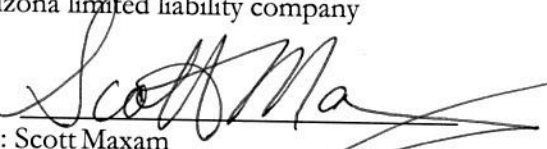
“City”

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Kevin R. Phelps  
City Manager

“Contractor”

Valley Collection Service, L.L.C.,  
an Arizona limited liability company

By:   
Name: Scott Maxam  
Title: Member/Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

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**EXHIBIT A  
Scope of Work**

**SCOPE**

Valley Collection Service, L.L.C. provides debt collection services for accounts receivable, which have been deactivated or written-off after City collection efforts are exhausted per the attached city of Peoria contract below.



# City of Peoria

## FINANCE DEPARTMENT MATERIALS MANAGEMENT

### CONTRACT AUTHORIZATION AND SIGNATURE – COVER SHEET

(For City Use Only)

#### CONTRACT DETAILS

New Contract     Amendment     Extension     Other: \_\_\_\_\_

Purchasing Job Number: Q22-09    Buyer Name: Drew Ashmun

Vendor / Contractor: Valley Collection Service, LLC

Contract Purpose / Scope Description: Revenue Collection Services

Start Date: 06.01.2022    End Date: 05.31.2023    Term Contract?    No  Yes    Final Expiration: 05.31.2027

#### FINANCIAL DETAILS

City Department: Finance    Department Rep: Raymond Nelson

Budget Account #: \_\_\_\_\_    CIP#: \_\_\_\_\_

A. This document amount:    \$ \_\_\_\_\_

B. Total of all previous executed amounts for this contract:    \$ \_\_\_\_\_

C. Total Contract Amount:    \$ \_\_\_\_\_

#### APPROVALS

Council Approval Required?:     No     Yes:    Council Date: \_\_\_\_\_

City Manager Signature Required?     No     Yes

Comments/Special Instructions: Please return an executed copy to Materials Management. Thank you!

#### ROUTING SEQUENCE

|                       |                                |                                |
|-----------------------|--------------------------------|--------------------------------|
| Materials Management: | By: <u>Lisa Houg for CF</u>    | Date: <u>4/14/22 17:26 MST</u> |
| Risk Management:      | By: _____                      | Date: _____                    |
| City Attorney:        | By: <u>George Mariscal for</u> | Date: <u>4/18/22 08:58 MST</u> |
| City Manager:         | By: _____                      | Date: _____                    |
| City Clerk:           | By: <u>Lori Dyckman</u>        | Date: <u>4/18/22 09:04 MST</u> |

ACON: 10322    LCON: \_\_\_\_\_    Recordation#: \_\_\_\_\_



# City of Peoria, Arizona

## Request for Quotation



|                            |                             |                   |  |
|----------------------------|-----------------------------|-------------------|--|
| Request for Quotation No:  | Q22-09                      | RFQ Due Date:     | 03.22.2022   |
| Materials and/or Services: | Revenue Collection Services | RFQ Due Time:     | 5:00 P.M. AZ Time  |
|                            |                             | Purchasing Agent: | Drew Ashmun  |
|                            |                             | Contact Phone:    | (623) 773-7116   |
|                            |                             | Contact Email:    | <a href="mailto:Drew.ashmun@peoriaaz.gov">Drew.ashmun@peoriaaz.gov</a> |

**This is NOT a Purchase Order**

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date.

**Vendor Quotation**

Valley Collection Service, LLC

Company Name

Signature for Offer

17431 North 71st Drive, Suite 104

Company Address

Scott A Maxam

Printed Name

Glendale

City

AZ

State

85308

Zip

Member/Manager

Title

(623) 931-4325

Telephone / Facsimile

[scott@valleycollection.com](mailto:scott@valleycollection.com)

Email Address

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)**

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed *Purchase Order*.

Attested by:

*Lori Dyckman*

Lori Dyckman, Acting City Clerk

CC

ACON10322

Contract Number

Official File



City Seal  
Copyright 2003 City of Peoria, Arizona

City of Peoria, Arizona. Eff. Date: 4/19/22

Approved as to form:

*George Mariscal for*

Vanessa P. Hickman, City Attorney

Awarded on 4/18/22

*Lisa Houg for*

Christine Finney, Materials Manager



## REQUEST FOR QUOTATION

### INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

#### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

1. **Submission:** Quotations shall be submitted no later than the designated due date and time, and shall be submitted electronically via the City's Procurement Portal (Bonfire), duly signed by an authorized representative of the company.
2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.
3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
6. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
7. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
8. **Payment:** The City of Peoria will make every effort to process for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) days shall not be considered.
9. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.



## STANDARD TERMS AND CONDITIONS

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
  - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written



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approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.



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- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
- Waive the non-conformance.
  - Stop the work immediately.
  - Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.



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28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Revenue Collection Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.
9. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
10. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Discussions may include interviews (see section Interview Guidelines).
11. **Interview Guidelines:** During the interview, which will be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session.
12. **RFQ Opening:** Responses shall be submitted no later than the due date and time indicated in the RFQ. All information contained in the RFQ responses shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing responses during the process of negotiation. The responses shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful response and



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the evaluation documentation shall be open for public inspection.

13. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
14. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for two (2) years. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
16. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

17. **Required Insurance Coverage:**

a. **Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification



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provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

**b. Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

**c. Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

- 18. Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

- 19. Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

**20. Independent Contractor:**



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a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

21. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

22. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

23. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

24. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

25. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to [accountspayable@peoriaaz.gov](mailto:accountspayable@peoriaaz.gov).

26. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items



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are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

27. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
28. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at [salestax@peoriaAZ.gov](mailto:salestax@peoriaAZ.gov).
29. **Business in Arizona:** The City will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission. Businesses outside of Arizona may file documents to obtain a business license from the Arizona Corporation Commission. Information is available on the Arizona Corporation Commission's website at <https://www.azcc.gov> for more information. Businesses are cautioned the processing time can be lengthy.
30. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
31. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department.
32. **Confidential Information:**
  - a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Manager of this fact shall accompany the submission and the information shall be identified.
  - b. The information identified by the person as confidential shall not be disclosed until the Materials Manager makes a written determination.
  - c. The Materials Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
  - d. If the Materials Manager determines to disclose the information, the Materials Manager shall inform the bidder in writing of such determination.
33. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
  - a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
  - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.



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- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.

34. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

35. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

36. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - i. Deduction from an unpaid balance;
  - ii. Any combination of the above or any other remedies as provided by law.

37. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.



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38. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites.

- a. The City of Peoria Protest Policy and Procedures are available online at <https://www.peoriaaz.gov/government/city-law/city-code>. The policy is contained within the City of Peoria Procurement Code, Chapter 26 - Administration, section 26-121. Procurement Code Protests; Informal and Formal.
- b. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at <http://www.peoriaaz.gov/procurement>.



## SCOPE OF WORK

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### 1. OVERVIEW:

The City of Peoria is responsible for providing basic municipal services. Primary services delivered by the City's departments, functions and employees include Police, Municipal Courts, Fire Protection, Parks, Recreation, Libraries, Public Works & Utilities (including Solid Waste, Water, Wastewater, Streets and Public Transit), Planning and Community Development (including Planning, Zoning and Neighborhood Revitalization), and Community and Economic Development Services (including Building & Real Estate Development).

The City's operating budget is financed in large part by billings to citizens, businesses, and customers for various services such as, ambulance transport, licenses and permits issued for various purposes, and water, wastewater, and solid waste (refuse) services.

As with any accounts receivable billing process, accounts can periodically become delinquent necessitating some form of collection activity. The Finance Department has a Collection Division that pursues collection of past due accounts receivable balances.

After collection efforts are exhausted, accounts receivables are written off for financial statement purposes. The volume of accounts are estimates and do not guarantee the amount and value of accounts that may be referred. Furthermore, after the initial transfer, the amount and value of the accounts cannot be updated nor modified. The types of accounts referred may also be modified over the life of the contract.

### 2. BACKGROUND:

- A. The City of Peoria currently has an outstanding volume of approximately 1,000 unpaid, inactivated utility accounts that are over 90 days past due. The unpaid balances of these inactive utility accounts are approximately \$100,000.
- B. The debtors representing these unpaid accounts have been notified by the City of their debt and have failed to resolve said debts.

### 3. PERFORMANCE OBJECTIVES AND REQUIREMENTS:

- A. The City proposes to establish a contract with a collection firm (Contractor) to perform debt collection services for the accounts receivable, which have been deactivated or written-off after City collection efforts are exhausted in all categories referred.
- B. The City of Peoria does not intend to sell debt under the terms of this contract.
- C. The services to be performed include, but are not limited to the following:
  1. collect funds owed to the City of Peoria in accordance with the requirements and collection processes outlined herein
  2. maintain historical and transactional databases which are timely, accurate, and able to be audited
  3. maintain professional standards for customer service
  4. Create monthly reporting at a summary and detail level



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#### 4. REQUIREMENTS:

(The term Contractor used throughout this RFP is used to define the firm selected to perform the work specified in this RFP.)

- A. The Contractor shall perform all services as described herein. Any deviations in services shall have prior approval of the City. The Contractor shall explain in detail how the deviation would be of material benefit to the City and specify how the service would be provided. All work performed shall be conducted according to applicable provisions of the Federal Fair Debt Collection Practices Act.
- B. The Contractor staff shall meet periodically with City staff, when requested, to discuss all services.
- C. The Contractor and the City shall mutually establish written procedures, within the scope of these specifications, for handling the services described herein. Such procedures are subject to the City's approval.
- D. The Contractor shall have, as a minimum, the capabilities listed herein, and the proposal submitted must reflect in detail the inclusion of these services as well as the degree of expertise in utilizing these capabilities.
- E. The Contractor shall provide services compatible with the City's standard work week, Monday-Thursday, 7:00 AM – 6:00 PM.
- F. The Contractor must have sufficient financial capacity, working capital and other financial, technical and management resources to perform the contract.

#### 5. REQUIRED SERVICES (Data Transfer):

- A. The Contractor shall provide all hardware and software maintenance necessary to support the collection system and the data transfer function during the contract term.
- B. The Contractor shall ensure the confidentiality, security and safety of all City of Peoria files, documents, computer files, etc.

#### 6. COLLECTION PROCESS:

- A. The Contractor shall maintain accurate records of any collection transactions received, including cash, money order, credit card, debit card and check payments; these payments must be transmitted in full to the City monthly. Detailed procedures for remittance processing will be developed by the City with the Contractor.
- B. The Contractor shall provide written documentation of the City of Peoria account numbers corresponding to payments written on all payment transactions; in addition, appropriate mechanisms for verifying and tracking all payments received shall be forwarded to the City.
- C. The Contractor shall be responsible for contacting sender of monies when insufficient data is available to identify on which account(s) payment was made.
- D. The Contractor shall be responsible for collecting on any non-sufficient fund items.
- E. The Contractor shall provide for immediate telephone contact with a company representative for the various City accounts during the City business hours, which are Monday – Thursday, 7:00 a.m. to 6:00 p.m. (Arizona Time). A maximum of twenty-four (24) hours turnaround time for acknowledgment of the City's inquiries is required.



## SCOPE OF WORK

Solicitation Number: Q22-09

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

- F. The Contractor shall provide reporting of debts, payments and paid accounts to credit bureau(s).
- G. The Contractor shall clearly document all settlements proposed demonstrating the collection activity on the account and the justification for the settlement. Settlement proposals shall be referred to the City for approval.
- H. The Contractor shall stop performing collection procedures on accounts if directed by the City representatives, without the City incurring any charge.
- I. The Contractor shall notify the City representatives when collection efforts have been exhausted.
- J. The Contractor shall submit all information on accounts back to the City in the format designated by the City.
- K. The Contractor shall return any accounts to the City, as requested by the City, without the City incurring any charge.
- L. If the Contractor discovers the debtor is deceased, the Contractor shall pursue an estate residual. If recovery is unavailable, the Contractor shall provide documentation that the Contractor filed a claim with the decedent's estate and/or Contractor attempted to have the estate liquidated to recover the debt.
- M. If after beginning collection activities, the debtor disputes the amount owed in writing, the Contractor shall refer the case to the City or appropriate department for resolution of the dispute. The Contractor shall adjust account balances, as directed by the City. The Contractor's fee shall be based on the adjusted amount.
- N. The Contractor shall provide hard copy reports of delinquent account information (including, but not limited to: mailing of notices, payment, contact with the debtor) to the City on an account-by-account, per request basis.
- O. The Contractor shall provide information regarding the Contractor's proposed collection techniques (telephone contact, additional notices, other means) should be provided. The Contractor should indicate, by size of account, which techniques shall be used.
- P. Contractor shall have the ability to provide an on-site person if required. City may have the need for an on-site person for training or development purposes. This is not typically requested and would be compensable at mutually agreeable rates.
- Q. Ability to supply the City with daily activity reports, when requested, with specific information regarding accounts referred.
- R. Ability to work with the Arizona Department of Revenue (ADOR) in the participation of the DOR's Set Off program for the collection of delinquent debts through execution procedures.
- S. At the termination of the contract, the City will notify the Contractor in writing stating the action the Contractor shall make with any City accounts in the Contractor's possession; which may include the termination of all collection activity, the return of all accounts and the cancellation of all files at any and all credit bureaus.
- 7. RECORD KEEPING:**
- A. The City reserves the right to perform or assign a firm on its behalf an audit to ensure that all amounts collected are accurately remitted and reported.
- B. The Contractor's books of account shall be kept in accordance with generally accepted accounting standards.
- C. Accurate accounting is required for all reporting.



## SCOPE OF WORK

Solicitation Number: **Q22-09**

### Materials Management Procurement

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- D. The Contractor shall retain all books, records, and other relevant documents for a minimum of five (5) years after contract expiration.
- E. The Contractor agrees to grant permission to the City Auditors to review all work product and working papers retained by the Contractor's independent accountant.

#### 8. REPORTS:

- A. The Contractor shall submit at a minimum a monthly detail listing of all payments received and status of disputed claims, monthly summary reports and program-to-date totals for transactions received from clients and monetary transactions received from accounts and from the City of Peoria. The report is due on the tenth (10) working day after the end of the month.
- B. The reporting structure shall be based on the needs of the City and approved by the City.
  - 1. the number and value of accounts with the contractors,
  - 2. the number and value of accounts added to the contractors inventory of accounts during the current
  - 3. the number and value of accounts for which debtor(s) made payments during the current month
- C. **The selected vendor shall submit, upon completion by a third party, any Sarbanes Oxley Compliance (SOC) reports to the appropriate City of Peoria Personnel. The vendor shall complete at least one Sarbanes Oxley Compliance (SOC) report during the term of the contract.**

#### 9. COLLECTION FEES:

- A. The Contractor shall assess to the City a percentage of the collected amounts for the assigned accounts (accounts that have been placed for collection) that are paid (either directly to the Contractor or to the appropriate City department). Accounts will also be maintained on the City's database. All fees paid to the Contractor by the City are contingent upon the amount of money actually collected during the billing month.
- B. Any collection costs incurred as a result of the collecting of accounts are the sole responsibility of the Contractor. Payment of all applicable taxes is the responsibility of the Contractor and shall be included in the collection fee. All fees quoted shall be firm and fixed for the full contract period and any extension.
- C. The City shall remit the appropriate percentage fee to the Contractor by the last business day of the month following the collection activity. Any discrepancies between Contractor and City records relating to fees owed to the Contractor shall be set aside until a full review and resolution can be determined.

#### 10. EXISTING ACCOUNTS:

- A. Accounts that are assigned to the existing (current) Contractor will remain in the current Contractor's inventory until they have reached seven (7) years of age, or the City requests them to be returned. Until such time the accounts are turned back over to the city, the Contractor will continue efforts to collect on these accounts and payment as a percentage of amount collected will be as stated in the existing contract.

#### 11. FUTURE ACCOUNTS:

- A. Accounts that become delinquent after award of this Contract will be assigned to the future (selected) Contractor. The selected Contractor shall meet with representatives of the City within ten (10) days of the contract award to develop specific procedures, report designs and notices to debtors.



## SUBMITTAL REQUIREMENTS

Solicitation Number: **Q22-09**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
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Phone: (623) 773-7115  
Fax: (623) 773-7118

#### 1. **QUESTIONS:**

All questions regarding the solicitation should be sent in writing to the designated purchasing agent via email or through Messages/Opportunity Q&A on the City of Peoria's Purchasing Portal (Bonfire).

The designated purchasing agent for this solicitation is:

Drew Ashmun, Contract Officer  
Phone: (623) 773-7116  
Email: [drew.ashmun@peoriaaz.gov](mailto:drew.ashmun@peoriaaz.gov)

All questions must be submitted no later than the date and time indicated on the City of Peoria's Purchasing Portal (Bonfire).

*Contact with City staff, other than the designated contact person indicated in the RFQ, regarding this solicitation is strictly prohibited during the proposal process.*

#### 2. **PROPOSAL DUE DATE:**

Proposals are due no later than **5:00 P.M. on March 22, 2022**, unless the RFQ is otherwise extended or cancelled via formal Solicitation Amendment.

#### 3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:**

A. Proposals shall be submitted through the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.

B. **Solicitation Amendments:** Any changes to the solicitation document will be in the form of a Solicitation Amendment. Amendments are posted on the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Interested parties are cautioned to check the Purchasing Portal (Bonfire) for amendments prior to submitting their proposal. The City will not be held responsible if a vendor fails to receive any amendments issued.

*The City shall not be responsible for any oral changes to the scope of work or specifications made by any employees or officer of the City and interested parties are cautioned not to rely on any such changes.*

#### 4. **PROPOSAL CONTENT:** The following items shall be addressed in the proposal:

##### A. **Understanding and Method of Approach:**

1. **Understanding** - Demonstrate an understanding of the requirements outlined in the scope of work.
2. **Method of Approach** - Present a proposed method for satisfying the requirements outlined in the scope of work. The method of approach should be in the form of a written narrative. The narrative should be straightforward and limited to facts and solutions to problems and plans of proposed action including a *Service Work Plan* detailing at a minimum, the following items:
  - Specific collection techniques proposed.
  - Audit trails and documentation.
  - Data transfer schedules and methods.
  - Method and frequency of payment (and assorted reports) to the City



## SUBMITTAL REQUIREMENTS

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- Location of office performing the services
- Anticipated City Involvement

### B. Firm's Experience and Qualifications

1. History - Provide a brief history of the firm and its experience in the collections business; specifically in working with municipal clients.
2. Staffing - Provide information on those individuals who will be assigned to work with the City of Peoria including a description of their experience. Specifically, identify one dedicated manager and his/her qualifications, including but not limited to years employed with the firm, qualifications, certifications, and training.

### C. Similar Experience

1. Statistics regarding the age and dollar value of accounts and the collection success rate (percent collected by the firm) should be included in this section.
2. Detail regarding all previous utility, general accounts receivable, liquor fees, library fees, court fees/fines, utility/street assessments, ambulance transport, and any other collection projects performed by the Offeror. For each such project, provide statistics regarding the age and dollar value of accounts issued and the collection success rate (percentage collected by the firm).
3. Detail regarding collection experience applicable to the collection of utility, general accounts receivable, liquor fees, library fees, court fees/fines, utility street assessments, and ambulance transport accounts. Explain how such projects are similar to the collection of the above listed types of accounts.

### D. Cost Considerations

1. Submit a detailed cost proposal including standard collection fees (i.e. a percentage of the collected amount).

### E. Conformance to RFP:

1. Failure to provide all requested information may result in firm's proposal being rejected as non-responsive.
2. Complete and return all City forms

## 5. EVALUATION CRITERIA:

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Understanding and Method of Approach
- b. Firm's Experience & Qualifications
- c. Similar Experience
- d. Cost Considerations
- e. Conformance to RFP

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.



# REFERENCES

Solicitation Number: Q22-09

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

**Please list a minimum of three (3) Client references from services of similar size and scope whom the Materials Management Division may contact:**

1. Company: City of Tempe Utilities  
 Contact: Tarja Nummela  
 Address: 20 East 6th St.  
Tempe, AZ 85281  
 Phone: (480) 350-8637  
 Email: Tarja\_Nummela@tempe.gov  
 Type of Service: Utilities, Municipal Court, Fire/Medical transports, miscellaneous accounts
  
2. Company: Town of Gilbert  
 Contact: Leslie Giltner  
 Address: 90 E Civic Center Dr  
Gilbert, AZ 85296  
 Phone: (480) 503-6801  
 Email: Leslie.Giltner@gilbertaz.gov  
 Type of Service: Utilities, Municipal Court, Fire/Medical transports, miscellaneous accounts
  
3. Company: City of Mesa  
 Contact: Tomi Cable  
 Address: 55 N Center St  
Mesa, AZ 85201  
 Phone: (480) 644-2337  
 Email: Tomi.Cable@mesaaz.gov  
 Type of Service: Utilities



## QUESTIONNAIRE

Solicitation Number: Q22-09

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Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
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Vendor acknowledges that **NO** changes to the City's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the vendor's bid/proposal being rejected.

Yes     No *If no, give reason below*

Vendor acknowledges acceptance of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.

Yes     No *If no, give reason below*

**City of Peoria Business License:** Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at [salestax@peoriaAZ.gov](mailto:salestax@peoriaAZ.gov).

City of Peoria business license attached, if applicable.

Offeror will obtain a City of Peoria business license at the time of contract award.



**ALLEY COLLECTION SERVICE, LLC**  
7025 N. 58<sup>th</sup> Ave., Glendale, AZ 85301  
(800) 244-9665, Fax (623) 934-4041

“Meeting Our Client’s Collection Needs”



## City of Peoria, AZ

***Revenue Collection Services – Q22-09***

March 22, 2022

*Submitted by*

**Valley Collection Service, LLC**  
17431 N 71<sup>st</sup> Drive #104  
Glendale, AZ 85308

Phone: (800) 244-9665  
Fax: (623) 934-4041  
Tax ID Number: 35-2419549



## Executive Summary

Mr. Drew Ashmun,

Valley Collection Service, LLC (VCS) is pleased to submit our proposal to the City of Peoria. When reading our response you will see that we thoroughly demonstrate our capabilities, qualifications, and enthusiasm to continue providing revenue collection services to the City. We feel we will continue to meet or exceed all the requirements in the RFQ and the Questions and Answers for the City of Peoria while providing our services with the highest possible quality standards as we have with the City since 1999.

VCS is confident that it stands above the typical collection agency through our integrity and professionalism. There are few collection agencies with our experience, and not a single one of them has our history of persistency while maintaining a clean complaint record when it comes to collecting outstanding accounts receivables both in the Valley, throughout the State of Arizona and nationwide. We take great efforts to collect all accounts in a way that is respectful to the debtor and stays compliant with all collection law. When we get an account, we follow-through with the debtor until the money is collected.

VCS has a firm understanding of how to collect on delinquent accounts along with the technical infrastructure to maximize the City's revenue. Valley Collection Service opened on December 4, 1980 and has served solely as a collection agency ever since. Our specialization is in municipal, court and governmental collections, which the company started doing in 1984. Currently our portfolio includes collections experience in all of the types of accounts that the City wishes to assign to its vendor.

In all collection aspects, we have the trained personnel, management resources, operational capability, technical resources, financial capacity, customized service, timely management reports, superior collection services and proven track record that today's clients demand. As professionals, we rely on the correct mixture of our experience, knowledge and technology to produce the best results for our clients. To better serve our diverse accounts, we have bilingual staff members working at all times along with the ability to send our notices in either English or Spanish.

VCS offers the technology and innovation that the City of Peoria requires in its vendors. Our custom made collection software allows us the flexibility to meet the requirements of collecting on any type of account the City assigns to us. This is done with the reassurance that despite the large amounts of data transmitted back and forth between our clients, we have never had a security breach. This allows our clients to feel comfortable that the sensitive information we receive remains confidential.

Our philosophy is to provide our services in a respectful manner to the debtor while keeping the highest possible quality standards for our clients. We are an accredited company with the Better Business Bureau (BBB) with an A+ rating. This rating along with our American Collector's Association (ACA) membership gives our clients the confidence that we represent them in the best possible way. We are proud of the fact that we have never had a court action decided against us. This is a rarity in the debt collection field for a company with our number of clients and experience.

Your main contact for the RFQ process and negotiation of this contract is Scott Maxam. Jessica Stuart would continue to be the City's primary contact for day-to-day operations. Mr. Maxam can be contacted at (800) 244-9665 x 216, directly at (623) 299-9111, emailed at [scott@valleycollection.com](mailto:scott@valleycollection.com), or can meet with the City's staff in person if you need additional assistance or you would like to further discuss the information in the proposal. We appreciate your consideration and the opportunity to continue to collect for the City of Peoria.

Sincerely,

A handwritten signature in blue ink that reads 'Scott A Maxam'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Mr. Scott A Maxam  
Member/Manager



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## **SECTION A – Understanding and Method of Approach**

### **Collection Methodology**

The purpose of this section is to provide the City of Peoria with an idea of what our collection process is from the initial transmission of the data to Valley Collection Service, LLC through the receiving of payment to VCS and the payment to our client. Additionally, we will detail our skip-tracing process, the way we would respectfully communicate with your debtors, the need to stay compliant with all applicable Federal and State collection laws and an in-depth detail of the different ways we accept payment from an account holder. All collection efforts made on any of the City of Peoria's accounts are subject to the City's approval and are performed in our Glendale, Arizona office.

Our service-with-results philosophy includes:

- ✓ Answering client and debtor inquiries the same day they are received.
- ✓ Contacting debtors as allowable by the new Federal Regulation F.
- ✓ State-of-the-art collection software system.
- ✓ Advanced skip-tracing database searches.
- ✓ Adhering to the highest standards of professional customer service.
- ✓ Keeping open lines of communication.
- ✓ Maintaining accurate historical and transactional databases.
- ✓ Quality customer service.
- ✓ Taking legal action only after client approval.
- ✓ Treating debtors with the utmost respect.
- ✓ Prompt follow-up and follow-through top our list of must do's.
- ✓ Bilingual professional staff.
- ✓ Our Glendale, AZ location allows us to easily meet with the City at anytime requested.
- ✓ Excellent compliance record with state and federal regulatory authorities.
- ✓ We do not charge any additional fees to the client or the account holder (ex. Payment arrangement fees, credit card convenience fees, etc)
- ✓ Payment to VCS by Western Union Systems, credit and debit card, check-by-phone, cash, money order, cashier's check, direct bank deposits and wire transfers.
- ✓ Payments can be made to VCS over the phone, by mail, in person, online, or directly to our designated bank accounts.

### **Electronic Data Transmission and Transfer Services**

Before Valley Collection Service, LLC can begin working on a single account; there must be a secure and reliable flow of data as necessary for the completion of the services requested in this RFQ. We are able to accept data from the City in whichever manner they prefer. These transmissions follow the American Collectors Association rules and regulations insuring the safeguarding of information. Our preferred methods of sending and receiving data from our clients (which coincides with the City's requests) are through either FTPs (a secured multifactor authentication transfer protocol) or an emailed spreadsheet that meets our client's security standards. FTPs allows for the most secure way of transferring data between VCS and its clients. After we receive the data file, we upload the data directly into our collection software.

VCS is able to accept and transmit this data in batch or in real-time, if the City ever requested. Data files are immediately uploaded upon receipt since we already have our systems programmed to accept data in the City's preferred format. Information can also be transmitted by the City to VCS regarding close-outs or changes through email, secure FTP or any other method. If it is the City's preference, this can also be done by data files, hard copies or fax.



We agree to fully comply with all City standards, software standards, and codes set forth in regard to data transmission and security. We acknowledge that we are responsible for all hardware and software costs, costs to ensure compatibility of the transmissions between VCS and the City, the database programming costs associated with the processing of City data along with the accommodation of any future system upgrades.

### **Step-by-Step Process**

#### ***Within 24 hours of receiving debtor information:***

- Information provided by the client about the debtor is uploaded into our computer system.
- Address and phone numbers are immediately verified and a skip-trace is performed when needed. We use all available contact sources to fill in insufficient data.
- An initial written notice as required by the Fair Debt Collections Practices Act (FDCPA) guidelines in the format of the Regulation F model validation notice is sent out to the debtor and recorded into our system. This notice, along with all our notices, can be sent out in English or Spanish. Translation services are available for those who are not fluent in either language.
- After all notices have been sent from a batch of new accounts, we produce a daily new account acknowledgment report to verify all accounts have been placed properly. This report provides the number of accounts received, the names of each account holder, the dollar amount of the accounts along with the date received.

#### ***After 10 business days of first mailing:***

- A collector is assigned to the account to make an initial phone contact when a phone number is available. The call is to verify receipt of notice, obtain a commitment by the individual to make immediate payment, to attempt to obtain payment in full or receive a partial payment arrangement commitment.
- Collectors attempt to assist the individual in making a payment and make sure they have the mailing address and account number if they prefer to mail payment instead.

#### ***After 35 calendar days of first mailing:***

- A second notice is sent to the debtor requesting payment in full of the delinquent account.
- When applicable, an account will be reported as delinquent to the credit bureaus.

A series of telephone calls and notices are sent on a 30-day rotational basis until payment is received with increased levels of urgency to pay the outstanding balance. We continue to send notices and call the debtor until we have received payment in full or the account has been recalled by the City. We do not stop trying to communicate with the debtor after a predetermined quantity of attempts to collect on a debt. Documentation of communication attempts on any individual account can be provided to the City at any time upon request. We are very careful regarding our collection attempts as to not harass an individual based on the Fair Debt Collection Practices Act or State of Arizona Statute of Limitations.

### **Credit Bureau Reporting**

Most of the accounts currently sent by the City (utilities and fire/medical transports) allow for credit reporting. Due to the changes in credit reporting that were initiated by the National Consumer Assistance Plan, the majority of other account types listed in the RFQ are not eligible for credit reporting by any collection agency. These include library fines and fees, street assessments and most miscellaneous accounts receivable. The National Consumer Assistance Plan is an agreement between the three major credit bureaus and over 30 state Attorney Generals that made numerous amendments to credit reporting regulations. Specifically, a collection agency is unable to report an account to an individual's credit when the debt does not arise from a contract or agreement to pay. It is the responsibility of VCS to inform its clients of these changes in credit bureau reporting guidelines to ensure that the City is able to apply these



changes to their own guidelines. Valley Collection Service, LLC's management team will be available to City personnel to answer any questions about this or any other changes in federal and state collection laws and policy. Another instance of these changes in credit reporting policy is that collection agencies are required to provide either a date of birth or a full social security number to report a delinquent account.

### **Gathering Correct Debtor Information / Skip Tracing**

Our skip tracing policies receive quite a bit of focus by management because it is the single most important tool that we have to differentiate ourselves from our competitors in our collection success rates. While all of our competitors have similar tools as us, our tireless effort in trying to gather the most current information allows us to stand above the rest. This is based on the fact that a higher than average quantity of utility accounts come to a collection agency with incorrect information because the individual has already moved without providing a forwarding address. The only way for a collection agency to successfully collect on these debts is to work ensure that we have a current address to send our communications to.

Skip tracing functions are performed by our staff in many different stages of the account collection process. The most common times we perform a skip search is when we receive a mail return, to verify accurate information during a new account assignment and periodically throughout the life of the account. When skip tracing is performed, we have our dedicated skip-tracers use our skip tracing programs until all current address and telephone information is found. Information that we use to assist us in gaining the most current debtor information is full name, social security number (when available), date of birth (when available), and previous address. VCS shall bear all of the costs to pursue an individual's correct demographic information. Our compensation for these efforts will solely be our contingency fee on the collection of these accounts.

Accounts are verified through a couple of different procedures to validate address information before commencing collection action. Addresses are compared to the National Change of Address database. Any account that is turned over to Valley Collection Service, LLC is run through our zip-code verification software. This program allows us to update any address information received with the United States Postal Service databases to give the nine digit zip code. This allows for greater accuracy in getting an initial notice to a debtor. New account assignments will also be run through our skip-tracing department to run through our primary skip-tracing program, Accurint, to further verify the information we have is correct. By validating these addresses before we send out initial notification, we can achieve a higher rate of initial collections from a batch of accounts because we do not have to wait to solely perform skip searches on accounts that we have received a mail return.

Collectors are trained in the availability and use of electronic search technologies to find debtor information based on the information we receive. Many companies will not manually perform these skip traces as frequently as we do and will only scrub their accounts to National Change of Address Lists. We have noticed increased success in collecting on older accounts by continuously skip tracing these accounts while also using all available resources to locate an individual. This is a very labor intensive process, but one that we have found that allows us to increase revenues for our clients. On businesses accounts we identify the responsible parties and ensure that the notices are received by the company through fictitious business name searches.

Upon receipt of updated debtor information, we will generate a new notice with the verified information and immediately send the notice with the corrected address to the individual. Once data is collected from our skip-tracing program, we have clerks carefully screen all information looking for discrepancies. When discrepancies are found, additional research is performed to ensure that the most current information is input into our database. If we are unable to contact a debtor because of a bad telephone number, we use all of our resources to gain a correct number and address. This information is matched to the demographical information provided by the City.

Our collectors are also trained to verify address and telephone information every time they speak to a debtor. Previous address history is retained in our "comments" section to ensure that we have a full



history of past addresses. This enables us to tell the debtor on which date and address we have sent previous notices to. After receiving updated information, we immediately send another notice to the debtor in an attempt to receive a payment, whether in the United States or a foreign country. When it is discovered that an individual is deceased, we will pursue an estate residual, request a copy of the death certificate and forward all documentation to the City. If we are unable to recover funds, we will provide the documentation that we filed a claim against the estate and attempted to liquidate.

**Debtor Communication**

We ask for as much information as the City is permitted to provide to expedite the collection of an account. The more information that we are originally given about the charges allows us to relay the information to the debtor in a clear and concise manner. When a debtor calls VCS they are usually doing this because they either want to pay an account or have questions about their account. Because the debt collection process is generally not a pleasurable experience for a debtor, we strive to streamline the process as much as possible. When an individual calls our office, they get our initial recording informing the individual to dial the extension of the individual they wish to speak to. If they are looking for general assistance, by pressing zero they are immediately forwarded to a live representative. They do not have to navigate a complicated automated system that will further agitate them. Company standards dictate that all calls are picked up no later than the third ring to ensure minimal wait time. While this on its own may seem to be a small value added, we have received multiple compliments about our immediate customer service when compared to other collection agencies.

All collection letters and telephone scripts have been reviewed by our debt collection attorney and are fully compliant to all state and federal collection laws (including Regulation F). Any additional notices created would also be reviewed by our debt collection attorney before being sent to the City for review. All debtor communication occurs in either English or Spanish. Translation services are available for those who are not fluent in either language. All collectors must complete a training session to ensure that all communications with debtors meet the requirements of the City. It is Valley Collection Service, LLC's responsibility to effectively and accurately reflect the City's position regarding the debt. All live conversations are consistently monitored and recorded to ensure that individuals are not being harassed or abused on the phone, through mail, or in person. When speaking to a debtor, a collector is also being monitored for the following:

- That they are speaking only to the debtor unless they have express authorization from the debtor to speak to another party.
- The Mini Miranda (per federal debt law) is provided to the debtor along with the collector's name and our role in collecting the individual account.
- That all address and telephone information recorded in our system is current.
- The information regarding the account and the total obligation is being accurately relayed.
- Debtor's concerns are being answered in a respectful and courteous manner.
- Payment options and time frames are accurate.
- The debtor is aware of the consequences of any open accounts they would have with the City.

Employees are instructed to inform each debtor that Valley Collection Service, LLC is under a contractual agreement with the City of Peoria to collect on its delinquent accounts. Representation is never made to allow a debtor to believe that we were employees of the City. As representatives of our clients, we act with both a sense of responsibility and urgency to collect on the City's accounts to experience higher rates of recovery.

Debtor notes are recorded in our database, and we can generate a batch report or file that can be viewed by the City's staff. Remote access can also be granted to the City that would allow employees to review the debtor notes along with telephone and noticing records. Any communications to the City containing sensitive information can either be sent via the secure FTP channel or sent by email. Documentation



includes but is not limited to setting up tickler functions where a collector's Outlook will automatically prompt the employee to perform further action on an account to ensure the proper attention is being given to each account assigned in the requested timeframe.

We hold our debtors accountable to the commitments they make to pay in full their account but do so without harassing or disrespecting them. We attempt to collect the balance in full while assessing a debtor's ability to pay the debt owed. Many collection agencies simply rely on technology to get a debtor to pay; we rely on a combination of our state-of-the-art computer system with a more personal touch from our collectors to get payment in full on an account. We hold our collectors accountable to getting the job done. We look for and only hire those individuals who want to do the work, who can do the work, and who do the work effectively.

### **Complaint Resolution Services / Answers to Inquiries**

When we find out that an individual has a dispute on an account, we work directly with the debtor to gain resolution. Our customer service number is on all notices sent to the debtors and is displayed on all pages of our website. This number is answered by a human representative Monday thru Friday during normal working hours (between 8am – 5pm). Our disputes email is included in our initial assignment/validation notice as allowable per Regulation F. All dispute emails are immediately sent to a supervisor to work on a speedy resolution. We strive to do our best to explain the specifics of the debt to the individual with the information provided (nature of charges/services, date of offense/service, etc.) by the City. Any questions that we are not able to answer; we will contact the City's representative and take that information back to the debtor. We do everything possible to answer the individual's questions while we have them on the phone and not refer the individual back to the City. We feel that dispute resolution is a vital part of the services we provide and do not shy away from these difficult situations by sending the individual back to our clients.

After we have informed the individual of the nature of the debt, if he/she disputes the validity of an account, a hold is then placed on the account until the dispute has been resolved or validation has been sent. A collector will initially try to satisfy the individual's concerns over the phone when presented with the dispute by giving multiple solutions to try and fit the needs of the objection. Further collection efforts are not made until instructed by the City.

If we are unable to resolve the issue over the phone, we ask the individual to fully detail their dispute over the telephone, mail, email or fax a dispute to us along with all documentation supporting their claim. As soon as the communication of dispute is received from the debtor, the account is moved to a disputed status, collection efforts are ceased, and the account is assigned to a supervisor until the issue has been resolved. The dispute letter and the documentation are provided to the client for a decision as to further action. All communication to the debtor or the client occurs within 24 hours of notification. The letter and all documentation received will be kept per the City's retention schedule. Credit/debit charge disputes (charge backs) are handled internally to reduce the negative impact with the City and its personnel.

Bankruptcy notifications are processed on a daily basis. Anytime we receive a bankruptcy notification we immediately note the account and cease all collection efforts. The bankruptcy paperwork is then immediately forwarded to our Client. If an account holder calls to notify of a bankruptcy filing, we ask for the bankruptcy case number, the date of the filing and the discharge date (if applicable). This information is also forwarded to our clients upon receipt.

On the very rare occasion, if a debtor tells us that a payment that was sent is not received; we verify the address that he/she had sent the payment to. When we verify that they sent the payment to the correct address, we will encourage the account holder to make a payment via credit card on either our website or over the telephone so we can ensure the payment is received and that the individual has an authorization code. If the individual is uncomfortable about mailing the payment and unable to pay by credit card, we then instruct the debtor to come personally to our office, go to the City (if applicable), or initiate a direct cash deposit into one of our designated bank accounts to ensure that a payment does not get stolen or lost.



**Noticing**

Our collection software houses a variety of collection notices that we send out to debtors and are complemented by phone calls made to individuals with a delinquent account. Our computer software is set for us to be able to print large volumes of these notices for our different clients in a short period of time based on the last time an individual received a notice. Whenever a notice is run the date of the notice is recorded in our systems. These notices are the same that we have used for our other municipal clients and have been very effective for us provide a much higher than the national average rate of return for the City of Peoria's accounts. Samples of the English versions of these notices are available in Appendix C for the City's review.

**Calling the Debtor**

Our collectors are prepared to make and receive a high volume of calls. On each and every call, our collectors are monitored to make sure that:

When the debtor is available at the time of phone contact:

- |  |
|--|
| • Verify the full name and address of debtor.  |
| • Identify yourself as an employee of Valley Collection Service, LLC and that you are calling on behalf of the Peoria.   |
| • Provide the Mini-Miranda per the Fair Debt Collection Practices Act.   |
| • Make an initial recommendation to the debtor to settle their account by immediately making a payment in full.  |
| • Obtain place of employment if applicable.  |
| • Offer to assist the debtor in making a payment.  |
| • Ask about financial information (banks, funding sources, assets owned, etc.)   |
| • Request a commitment as to when they are going to make the payment if it is not made immediately.  |
| • Give address and phone number of VCS to promote further communication with the debtor. Ask the debtor to repeat the address and phone number to make sure it is correct. |
| • Inform the debtor of the consequences of a broken promise.   |
| • Provide date that you will follow up if the debtor has not complied with their commitment.   |
| • Create a sense of urgency.   |

When the debtor is unavailable:

- |   |
|---|
| • Verify that you called the correct number.  |
| • Ask where the debtor can presently be reached and for other contact numbers where the debtor may be reached in the future and update the information accordingly. |
| • Ask when the best time to contact the debtor might be.  |
| • Leave a limited content message as allowable by Regulation F.   |
| • Verify that the party taking the message has taken your information correctly by asking them to repeat your name and number.                                      |

Please see a sample of some of our telephone scripts listed in Appendix A:

**Settlement Procedures**

If after City review, changes are made due to application of refund, the reduction of any fees or fines, security deposit or credit adjustment, no contingency or additional fees will be taken on any balance



deducted from the original amount. We only take our contingency fee on the adjusted amount when collected (whether fees and fines are added or subtracted). Upon receipt of a settlement request from a debtor, VCS will forward any written request to the responsible department. We do not make any settlement agreements on an account referred to us by the City unless we first receive written consent from an authorized City employee. All collection fees would be recalculated on the City's settled amount after receiving notification from the City to do so. If it is the City's request not to settle on any accounts, we communicate this information to the account holder. With our long list of Arizona based clients, Valley Collection Service, LLC has the proven ability to work with the Arizona Department of Revenue and adjust any accounts accordingly to tax intercept payments received by the City.

We suspend collection efforts on any individual City account only by notification from an authorized representative. The City maintains control of any individual account referred to us. VCS is responsible for returning an individual account to the City immediately upon recall at no cost to the City. All collection activity ceases on any individual account that has been suspended until we receive other instructions.

**Legal Services**

Valley Collection Service, LLC does not initiate any legal proceedings or wage garnishments on an account without prior written authorization from the City. It is our normal operating procedures not to perform enhanced legal services for any of our municipal clients as none of them wish for these actions to occur. In the case that the City wishes to pursue this avenue, litigation performed would be done on a referral basis. This allows us to litigate on the City's accounts, but only with the City's permission.

**An Environment of Respect**

While it is the focus of Valley Collection Service, LLC to maximize collections for the client, it is also essential for us to do this with an ethical approach. We do not threaten, mislead, exert undue pressure, intimidate or harass any debtor in our collection process or violate any rules established by the Federal Trade Commission, along with any other state or federal collection laws. The City of Peoria can be rest assured that if it continues to do business with our company, it will not see any negative press about us. This approach has allowed us to maintain a clear record with the Better Business Bureau (A+ rating), kept us from ever having a court action decided against us, along with allowing us to keep a clear conscience. We also feel that it is a sound business practice. People that are not being harassed will be less defensive and more willing to listen to us and eventually pay their obligations.

**CODE OF ETHICS FOR ALL EMPLOYEES**

There are many state, local, and federal laws governing the proper procedure for collection of an outstanding debt. I understand that it is my obligation to follow each of those laws. To treat debtors, co-workers, and clients in the same manner in which I wish to be treated. To clearly, honestly and frankly document the steps taken in work that I have performed. I also understand that I have access to extremely confidential information and that it is my responsibility to respect and protect the privacy of debtors, defendants, clients and co-workers. When I am communicating with others, I must assure that I avoid the appearance of harassment, rudeness or non-cooperation. It is my goal to handle matters in such a way as to avoid complaints and conflicts. I understand that it is extremely important not to make professional legal recommendations. I will never solicit, nor allow to be posted, any check or other instrument, which I know will not be paid by the bank.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Employee Signature*



As part of a new hire's orientation, we require the employee to sign the preceding Code of Ethics statement. A copy is included in the New Employee Handbook and Training Manual. We make sure that we revisit this statement regularly with our employees to guarantee that all of our collection activities and work behaviors are aligned with the Company's beliefs.

Along with creating our Code of Ethics statement at the inception of our business, we maintain membership with the American Collector's Association which has adopted the following set of ethical guidelines for all of its members. If a company is found to violate the following guidelines, they can be suspended or expelled from the association. We have aligned all of our behaviors to meet these requirements:

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|--|
| ✓ Treat consumers with consideration and respect.  |
| ✓ Communicate with consumers with honesty and integrity.   |
| ✓ Suspend collection activities upon receipt of a written request from the consumer for verification of the debt. Activities resume when documentation has been sent to the debtor and we know they have had time to review the material sent. |
| ✓ Conduct a reasonable investigation to verify the debt, identify the person obligated to pay the debt and the accuracy of the information provided to us.   |
| ✓ Do not threaten to initiate legal action on debts that are beyond the statute of limitations.  |
| ✓ Do not engage in dishonest, fraudulent or deceitful conduct or misrepresent ourselves.   |
| ✓ Do not harass, threaten or coerce anybody.   |
| ✓ Do not engage in dishonorable, unethical or unprofessional conduct that may deceive, harm or defraud consumers or the public.  |
| ✓ Use reasonable efforts to safeguard the confidentiality, integrity and availability of consumer information.   |

**Antidiscrimination**

It is the policy of Valley Collection Service, LLC to treat all people with the dignity and respect that they deserve. This is the case when dealing with individuals who have an account with us along with all aspects of our daily business practices. We are an "Equal Opportunity" office that does not permit discrimination against any employee, applicant for employment, independent vendor or any person we deal with in a business or personal setting based on race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability. This policy occurs during the initial application process, promotions, raises, the selection for training, corrective action and any possible layoff or termination.

**Complaint-Free Collections / Positive Public Relations**

At VCS we realize that although we are not employees of our clients, our actions directly reflect upon them. Because our selection as the City's vendor would be a reflection on the City's decision making, we understand that the City places a great deal of trust in our company. We take this responsibility very seriously. As a vendor for the City of Peoria, it is our responsibility to treat all individuals with the same respect, compassion and dignity that the City's personnel do. All our employees are highly trained in effective communication techniques and dispute resolution. Management is obsessed with ensuring that quality assurance metrics for both our clients and our debtors are met. Complaint-free collections are the primary focus in all of our collection activities.

We consistently accomplish complaint-free collections in the following ways:

- Carefully monitor employees.
- Employ a hands-on management approach.
- Conduct internal audits routinely.
- Emphasize teamwork.
- Hold quarterly internal client update meetings.



Through conscientious, clear, and respectful communications with debtors, there is an extremely low level of complaints. This is done, in part, by asking our collectors to recognize each person as the unique individual that they are and to try to see things in the debtor's perspective. We also try and counsel the individual to the necessity of getting the account paid off and how it affects the debtor and their availability of services with the City. This is done in a way so the individual does not feel that we are "preaching" at them. This brings about less confrontation and further reduces complaints.

We understand that no individual likes to be turned over to a collection agency. We strive to have all debtor communication to be completely honest and spell out the exact steps to have the individual close out their account with us and the City. We do this in a way to remain empathetic with the debtor and request our employees treat the individual in the same manner that they would want to be treated. The number one complaint that an individual will have with a collection agency is that they felt they were lied to. Our employees are trained to provide an honest and direct approach while still showing understanding for the individual.

We also feel that by giving as many options as possible to the debtor on how to pay an account, an individual is more likely to come through the collection process without having a negative impression towards us or our client. In municipal collections we are well aware of the fact that even though an account could be five years delinquent, the individual wants everything cleared immediately the second they are ready to pay off the account. We make sure that we educate the individual on what our policies and procedures are, the City's policies and procedures and what methods will best allow the individual to clear their account with the City in the best and easiest way possible. By making sure the debtor has all of the information as soon as possible in the process, complaints are mitigated and eliminated during and after the collection process.

In the very rare case we were to make an error, Valley Collection Service, LLC shall defend, indemnify and hold the City of Peoria, their members, officers, employees and agents harmless from any and all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from our operations in work performed under this agreement. We are very proud of the fact that we do not have any current litigation or administrative proceedings against our company or any members of the company. Because of our strict adherence to our compliance guidelines and ethical codes, we have not had any legal actions decided against us and have not been found guilty of violating any federal, state, or local collection laws. We are supremely confident that our stellar track record will continue. Our clients have told us over the years that as soon as they started using our services, the number of calls they receive from debtors with questions and complaints significantly decreased. If we were to receive any complaints, we would agree to forward this information to the City and expeditiously provide a resolution of the complaint to the account holder.

An aspect that should not be ignored when looking at how a company is going to reflect on a client's public relations is through simple search engine queries. When the average citizen looks for information on a company, they will look at the first couple of pages of results that come up from a search engine. We invite you to do this for Valley Collection Service, LLC and our competition. It is easy for a company to say they are ethical but it is another thing to prove it. You will not see anything regarding threatening language or hostile collection practices from VCS; unfortunately many companies in our industry cannot say the same thing.

VCS works very hard to maintain a cooperative working relationship and open communications with all of our clients. We welcome the opportunity to speak with the City about their accounts at any time and will cooperate with any requests that the City makes. We also commit to have the dedicated manager come out at any time the City of Peoria administration and staff requests to ensure that the City is completely satisfied with the collection efforts being performed. These meetings can range from us ensuring the City's staff is able to comfortably navigate through their accounts on our collection software to providing any recommendations on how the City can reduce the amount of future delinquent accounts. Based on our proximity to the City, this can happen on short notice. VCS will communicate any updates in collection laws to the City as necessary. As members of the American Collectors Association, along with our retainers with different collection attorneys, we are made aware of these changes. We have found that these meetings are a benefit to our client because it reinforces the commitment that we have to the City



while also further promoting the accountability our management team has to our clients. It can also be very beneficial to both the City and to VCS as it fosters the relationship between client and vendor and ensures everybody is on the same page to effectively execute the City's collection program.

### **Compliance**

As a collection company, VCS finds it essential for our survival to have an all inclusive compliance program so that we can stay up to date with all applicable provisions of the Federal Fair Debt Collection Practices Act (including Regulation F), guidelines established by the Federal Trade Commission in the Code of Ethics, Federal Bankruptcy Code, the Right to Financial Privacy Act, Consumer Credit Protection Act, the Telephone Consumer Protection Act, Federal Equal Credit Opportunity Act, Fair Credit Reporting Act, the "Red Flags Rules," as well as interstate collection requirements, state of Arizona collection laws and local laws as now in effect or later amended. An attorney is held on retainer to assist with any amendments to any of the above federal, state and local laws to make sure that all collection efforts remain in compliance.

We maintain Identity Theft Prevention Programs and implement the tightest data security programs possible. All employees are made aware that any information contained in our databases is to remain strictly confidential and can only be used at work for the purpose of collecting the debt. Our credit and debit card acceptance policy is PCI compliant and repeatedly tested to assure continuous compliance. As a company, VCS is non-discriminatory in all our collection activities along with all actions within our company. We strive to be HIPAA compliant in all our operating procedures, communications, and backup/recovery strategies. While only the ambulance transport accounts fall under the medical collections umbrella that HIPAA covers, we feel the spirit of the Act needs to be applied to all accounts assigned. HIPAA is the Health Insurance Portability and Accountability Act passed in 2006. The general guidelines include:

1. Ensure the confidentiality, integrity and availability of all electronically protected health information the covered entity creates, receives, maintains or transmits.
2. Protect against any reasonably anticipated threats or hazards to the security or integrity of such information.
3. Protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required.
4. Ensure the strictest compliance by the workforce.

Through our membership with the American Collectors Association (ACA) and the Arizona Collectors Association we are made aware of changes in the consumer and collection agency laws long before they become effective on both a federal and state level. We also have on retainer an Arizona based law firm which specializes in debt collection and advises us on changes to state and federal laws applicable to our industry and our clients to ensure full compliance. Computer programs are updated for any such changes in law, as are our employee manuals. We hold weekly employee meetings where employees are briefed on any changes to client specifications and laws.

Well-trained employees are at the core of our business. Each employee is given a training manual and is tested on the material. Employees are only allowed to contact debtors after they have passed the series of tests. In addition, employees are given continuing education assignments through attendance at various American Collectors Association seminars and teleconferences. To ensure understanding the employee is then expected to lead a training seminar with their fellow employees and teach the material to their team. Employees are then tested on their understanding of the Acts and amendments to the Acts.

### **Privacy Policy**

Per Federal and State law along with VCS policies and procedures, we do not disclose, publish, or disseminate any information (including "personal identifying information") received by any of our clients to anybody except our employees, subcontractors (on a need-to-know-basis), and any agency that we use for the collection of the account (ex. skip-tracing companies). The information that we receive from the City is considered confidential information and is only used for the purpose of collecting on the debt. VCS



does not have any ownership rights to the data or lists and may not distribute the information to anyone other than the City except upon the City's written approval.

Employees of our company do not have access to our databases off-site. Only upper management has all of the security codes to be able to enter the office during non-operational hours. Our server is password protected to prevent any employee or an outsider to gain access to the confidential information that we are entrusted with. Breach of this policy is cause for immediate termination from the company and will be pursued to the fullest extent of the law. Employees confirm their understanding of this annually during compliance reviews.

**Payment Gateway**

If an individual would like to make a credit/debit card payment or electronic check, they are either directed to our secure pay.valleycollection.com website and are told to follow the online instructions to make payment in full or are given assistance from a live collector. We do not have any internet/web accessible storage of debtor's credit or debit card information. Additional verbiage is on each of our notices directing individuals to make payment on our website or to contact our office to make a credit card payment. Security standards are emphasized with our payment gateway as PCI Compliance tests are performed quarterly on all credit card payment methods, including this gateway. Features of this system include:

- Online payment options to facilitate payment of accounts submitted by the City.
- The website is available 24 hours per day, 7 days a week minus any time for scheduled maintenance to the site.
- The site shows all accounts matched to an individual in our database.
- The debtor will be able to make payments in full for an individual account, multiple selected accounts, or on all accounts owed.
- Credit/Debit Card fees will not be directed to the payor or to the City.
- Valley Collection Service, LLC ensures that all transactions are secure and use appropriate data encryption technology and fire walls to secure all personal data.

**Payment in Full**

We currently allow customers to pay their account in many different methods. We provide business reply envelopes with every notice that we send out instructing the individuals to send in payment along with their remittance slip or notice. A collector can assist the debtor in making a payment in full immediately. The preferred methods of payment in this instance are guaranteed funds (cash, money order, or official check. When the individual is ready to make a payment, we send them to our payment gateway, let them pay in person, over the telephone or by mail. If the person is not in the area and wants to pay immediately, we also have designated bank accounts at Chase and Wells Fargo that allows the debtor to make a cash only deposit into this account. Our requirement for this deposit is for the individual to call us immediately after they make cash payment so we can verify the funds online. If the bank allows, we fax a paid in full receipt for the debtor to the branch the deposit was made at. If we are unable to do this, we will simply mail the receipt to the individual. Many out of area debtors have thanked us for this option stating that it is an extra "service added" that they don't experience from other companies. Other options for the individual to set up a payment include personal check, Western Union and check-by-phone. If we are unable to determine the account when an individual sends payment, we will use all our available resources to contact the sender of the money to insure we are crediting the correct account.

Credit/Debit Cards are the most popular way for an individual to pay their account with us. We do not charge any additional fees to the debtor when they make a payment using their debit/credit card. During office hours, we will have one of our collectors take all pertinent credit/debit card information to make a payment in full. Payments can be made on our secure website pay.valleycollection.com at any time. All credit/debit card transactions are PCI compliant.



### **Partial Payment Arrangements**

Our goal is to maximize collections on all accounts turned over by the City. When an individual owes a large sum of money to the City and is unable to pay the full amount at once, it can necessitate us to accept partial payment arrangements. They are only done after careful consideration of the debtor's situation and determination that payment in full is not immediately possible. For those debtors who can make only partial payments, a payment schedule is created in accordance with the City's established guidelines. We do not assess any additional fees to an account holder that initiates a payment arrangement.

We can advise the individual to set up a payment schedule with their bank online so the payments come over on a regular basis. This limits the "I forgot to send in my payment" excuse. The arrangement is made to try and complete payment in full of an account as quickly as possible. We encourage the last payment to be made by guaranteed funds to reduce the risk of NSF payments. A follow-up procedure is also established. Valley Collection Service, LLC closely monitors payment arrangements to ensure that payment promises are kept.

However, if a payment is not received as scheduled, a Valley Collection Service, LLC representative will contact the debtor by phone to determine why the payment was missed. If the debtor cannot be reached by phone, a broken promise letter is sent to the debtor. Failure to obtain a commitment to pay will result in further telephonic and written notices to resolve the account. If an individual sends in payment, has multiple accounts and has not referenced an account number, we will contact the individual to ensure the payment is applied to the correct account.

### **Reporting**

The only way that the City can effectively gauge the success of their collection program is with the assistance of the vendor. It is our responsibility to provide timely and accurate reporting to accurately allow the City to assess our performance under this contract. Our flexible computerized system allows us to provide electronic reports to clients in whatever format they prefer. The content of management payment reports are customized to the client's needs and shall be submitted at a frequency to meet the City's request. We make available for inspection, audit, and reproduction to authorized client representatives any books, documents, or other relevant information pertaining to collections performed.

Payment reports include all information requested by the City to easily identify the debtor (name, case/account number, amount paid, amount assigned, date assigned and the breakdown of the payment to the City and to VCS along with the date paid). The period of an individual report (such as our payment or status report) can be modified at any time to comply with any reporting frequency that the City may require. We send these reports on a daily, weekly, twice a month, monthly, quarterly, semi-annually or annual basis. The live reports are spot-checked by upper management to ensure that accurate reports are sent to our clients. Additional data can be added to any reports upon request. Any ad hoc reports that the City requests can be added as well to our collection software. These ad hoc reports can include daily activity reports, reports showing accounts closed for reason other than payment (deceased, bankruptcy, etc.), information regarding the mailing of notices, payment and contact with the debtor, or any other report requested. As further detailed in both the Electronic Data Transmission and Transfer Services and the Remittance of Payments Received sections, Valley Collection Service, LLC has the capability to send all reports to the City electronically. Reports can be provided in either a PDF or an excel format. Samples of our monthly payment processing report, status report, accounts disputed report and new account acknowledgement report are available in Appendix B. Our current reporting structure complies with the City's needs and is always available to be adjusted upon City request.

### **Remittance of Payments Received**

Daily deposits into a trust account are made of all payments received by Valley Collection Service, LLC. This account is reconciled monthly by one of the members of the company and also subject to annual audits. A payment report detailing the City and Valley Collection Service, LLC's share is sent to the City. A corresponding check (or ACH if ever requested) and invoice is sent to the City for all payments



collected by Valley Collection Service, LLC. Monthly reconciliation reports with all the payments received by both VCS and the City of Peoria (including ADOR tax intercept payments collected through the Set Off program) will be provided to the City at the time of payment transfer. It is Valley Collection Service, LLC's policy to have all payments sent to our clients no later than the tenth business day of the month. All functions performed by Valley Collection Service, LLC (including remittance of payments) follow all federal policies, rules and regulations. This includes charge backs, duplicate account processing, payment reversals, and non-sufficient fund processing.

### **Internal and External Audits**

The financial growth and health of VCS is due to careful monthly monitoring of financial statements by the members of the LLC and our independent CPA, Alan Hoffmann. An annual audit is performed in preparation for the new fiscal year. Internal accounting controls are managed with separation of duties and a strict policy of checks and balances and are kept in accordance with generally accepted accounting standards. Because we have been collecting on delinquent accounts for governmental entities over a long period of time, our accounting standards already meet that which is expected by the City of Peoria and the State of Arizona.

The purpose of our internal audits is to implement the strictest Quality Assurance on all accounts that are being worked according to our client's standards. The auditing department is comprised of individuals from all levels of employees within our company who are versed in our company and client standards. The auditing staff is responsible for randomly reviewing accounts and monitoring employee communications to determine if the accounts are being worked in accordance to client and company standards at each step of the collection process. They review our standards to ensure compliance with the guidelines in the Yellow Book of Government Auditing Standards. This is done with a hands-on management approach and is not left solely to a computer scoring system. This allows us to assure maximum results on each of our clients. We address our clients' specific needs to bring them the highest return possible.

We agree to review invoices, maintain a historical and transactional database, explain charges, discuss problems and mutually agree on courses of action that the City would request to be implemented on their accounts. Any accounts to be returned to the City, when requested by the City will be sent without any charge in the format designated by the City. We will retain all books, accounts, reports, and files relating to the acquisitions and performance of this contract per the City's retention record of five years after the contract expiration. Only the "personal identifying information" minimally necessary for the collection of the City's delinquent accounts is retained. After the financial records and personal information no longer needs to be retained, it is promptly destroyed by a shredding company that comes on-site to ensure the security of the information received. We agree to provide the City access to our facilities where contract services are performed with or without prior notice.

### **System Security Measures**

We understand that system security is a vital part of the collection process. As stated earlier, we realize that the selection of Valley Collection Service, LLC as a vendor is a direct representation of the City's decision making. If we did not protect the information provided by both the City and your account holders in a secure manner it would harm both our reputation and that of our client. Based on this, we do whatever is necessary to protect debtor names, addresses, social security numbers, phone numbers, date of birth, credit card information, etc. Our policies and procedures align with the requirement of the City of Peoria's Identity Theft Program and if any Red Flags were to arise, we would report them to the Program Administrator.

Our servers are placed in a locked room within our facility. Access to our server room and any LAN servers and infrastructure devices are restricted to upper management and has a required sign in sheet so that all access is documented. Administrative login IDs and passwords are kept highly confidential and are only accessible by VCS members and our subcontracted IT companies. Data resides in Microsoft SQL Server, with appropriate precautions to protect the data. Database transaction log files and the database backup is stored securely on the cloud. In the event of an internal hardware or software



malfunction, the databases can be recovered to the point of the failure. Transmissions are securely sent continuously to the cloud in order to have information backed up.

Our computer systems are kept up to date with updates and patches from Microsoft. We are running a server based anti-malware suite to prevent external attacks. The front end of our system is protected with a Sonicwall Firewall device, which includes a subscription based gateway level threat protection package. Image backups are created daily. Complete virus avoidance, detection, and elimination software for all servers, hardware, and software will always be maintained by VCS.

Our premises are completely secured and equipped with multiple security measures such as reinforced windows, smoke detectors, and an alarm system that is linked with both the police and fire departments to prevent unauthorized access to our building. Accel Communications monitors all activity in the case of an unauthorized entry. They have phone numbers of all members of the company to ensure they get immediate notification of an alarm or any incident needing attention.

Only upper management has access to our building during non-business hours. No regular employee of VCS has access to our collection software or any client or debtor information outside of business hours and when not on our premises. The production database environment is only accessible to authorized personnel, and only for the types of transactions that each employee needs to perform their assigned tasks. This is to ensure that individuals only have access to information pertinent to their job functions. This is another security measure that allows us to alleviate the risk of client or debtor information leaving the premises. The members of the company have external access to the system when needed, and the connections are secured via VPN connections.

Background checks are conducted to ensure that all employees do not have a past that would indicate any history of unethical behavior. In an employee's initial orientation, they are informed of the strong security procedures and controls in place to protect client information. Regular training updates are also provided to ensure continued compliance with our security measures.

All employees have a unique login ID and password to access their computers and are required to update them regularly. Computer screens are set to lock after an extended period of inactivity at a collector's terminal. The web interface available to the City also has a login ID and password authentication. To ensure that only authorized personnel have access to this interface, Valley Collection Service is responsible for establishing, changing, deactivating and removing login IDs for our staff, City personnel, and project personnel to access the LAN on a daily basis to ensure that access will not be provided to individuals that do not have authority.

Clients can be set up for encrypted e-mails in both directions if necessary. VCS uses a secure FTP site for each individual client that is set up for this service for batch data transfers. The secure FTP site is only accessible to a user with the correct credentials; user name and password entries are encrypted. Secure interfaces would be created for all real-time data transmissions.

Our SQL server records each and every transaction made on the database including who is accessing what data, the time of log on and log off for every user, and what changes were made and by whom. This provides an accurate and detailed audit trail.

Highlights of our system security include:

- ✓ PGP File Encryption software is used to encrypt customer's data before being transferred to / from the customer. We also have the capability of using the customers preferred encryption techniques.
- ✓ VCS uses the latest up to date firewall security appliance. Additionally, the firewall security appliance is automatically updated to ensure protection against Internet intrusions and other known threats.
- ✓ All access to the network is secured by a valid username and password, and our password policy requires: a minimum of eight characters along with the mandatory use of alphanumeric and special

characters.

- ✓ VCS uses a Sonic Wall Firewall to protect the internal network from external threats, including viruses, trojans, spy ware, and to authenticate access via VPN tunnels where necessary.
- ✓ The operating system software monitors several critical services, and e-mail alerts are generated any time abnormal activity is detected. Someone (or software) attempting to gain access to the system via a "dictionary" attack of the passwords will generate an alert that gets e-mailed. We have also disabled the standard Administrator account, as this is the source of many real world attacks.
- ✓ Citrix SharePoint is also available as a way for a client to both send and receive data files with multi-factored authentication. In order to use the services of SharePoint, a user identity and password must be created for the client's use. This ID and password are subject to the same rules as internal personnel (i.e. difficult passwords changed on a regular basis).
- ✓ Our remote backup service maintains the data under encryption so that a third party cannot access the data stored remotely.
- ✓ All credit card and check by phone transactions are Payment Credit Industry (PCI) compliant to maintain the privacy of customer's private credit card and bank account information. Scans are performed quarterly to ensure PCI compliance.

We feel with the amount of sensitive customer information that we have, that having Cyber Liability Insurance provides an added piece of mind. Our subcontracted IT companies are always updating our system with the newest patches released and tests our systems frequently to ensure that we are well protected against network security breaches. We have never had a breach to our system, but that has not allowed us to become complacent to the fact that it could happen. Along with our security measures that have allowed us to successfully protect our customer sensitive information in the past; we have this insurance to protect us against the unfortunate possibility of a successful attack. Our Cyber Liability Insurance is provided by CNA, who covers us with our other professional insurances.

### **Collection Software**

Our current collection software was developed solely for our company and meets all of our clients and VCS's technological needs to effectively collect on a high volume of accounts. The software allows remote access into the database with unique username and password. We will give the City full and direct access to all of the City files contained in our software upon request.

The software, which we call the VCS program, is compatible with the most current version of Microsoft Access along with older versions. Upgrades are done to the collection software by a subcontracted IT Company, Western Kentucky Software Development Solutions (complete bio on this company later in the proposal), to meet the demands of our collectors and our clients. The VCS program is flexible in the respect that we are able to create any enhancements to the extensive amount of reports we offer to our clients (which includes our modified payment report the City has requested). The VCS program also receives the appropriate updates to ensure compliance with all debt collection laws. We supplement our collection methods with new technology to ensure efficient collections.

Our VCS program houses accounts from all of our clients, whether they have assigned us 1 account or over 200,000 accounts. The capacity for an individual client code is an assignment of 999,999 accounts and allows the sorting of these accounts in many different ways for ease of accessing an individual account. A listing of the different classification of accounts that we currently receive from our governmental clients that our software program supports is listed in the Offeror's Experience section. Some ways that the accounts can be accessed are by reference number (City's account number), VCS account number, alphabetically, date assigned, date paid, etc.

All collector actions are recorded and date stamped when collection activity occurs. Historical logs of which notices were sent out and the date they were sent is maintained along with previous address information, payment information (type and amount), date and time of inbound and outbound telephone



calls and notes from interaction with the debtor are available and tracked when reviewing an account. Recorded telephone calls can easily be matched to the time stamps within our software to monitor any inbound or outbound telephone call relating to an individual account.

To ensure that all of our technology meets or exceeds the industry standards we perform a comparative analysis on the collection software to make certain it is sufficient for the capabilities of both our collectors and our clients. Our research has consistently shown that our software exceeds much of the software available in both ease of use and functionality. The features available in this software has always met or exceeded the expectations of our clients both small and large alike.

### **PCI Compliance**

Valley Collection Service, LLC takes the responsibility to maintain the security of the information provided by our clients and the account holders very seriously. Amongst the security measures previously listed, we are constantly ensuring that our credit card and check by phone procedures are PCI compliant. This includes our payment gateway that can be accessed through [pay.valleycollection.com](http://pay.valleycollection.com), credit card information received over the telephone when one of our collectors are assisting with a payment and the proper destruction of any credit card information after the processing of payment. PCI compliance scans are required by our credit card vendor to maintain our Payment Services Provider designation. We will always stay PCI compliant and agree to provide the updated certificates any time the City of Peoria requests.

### **System Reliability**

In the event of a major server malfunction, our subcontracted IT partner, the Blue Fox Group, (biography provided later in this proposal) has immediate access to replacement equipment 24 hours a day, 7 days a week. With the image backups, our system could be restored to backup hardware within a few hours. In the event of a facility problem or disaster / catastrophic event such as a fire, earthquake or flood; our servers and workstations could be replaced immediately and brought up in an alternate location. Internet pointers would be redirected to point to the new location. We carry the maximum insurance to protect our business and the businesses of our clients. We realize contingency plans must be in place to ensure that collections for our clients are not impacted by downtime.

## **SECTION B – Firm’s Experience and Qualifications**

### **Offeror’s Experience**

Valley Collection Service was founded in December of 1980 by Dale Lind solely as a collection agency and is currently headquartered in Glendale, AZ. We started collecting for our first municipality in 1984. In 2010, we changed from a sole proprietorship to an LLC with a dynamic leadership team. Valley Collection Service, LLC can collect delinquent accounts receivables for the City of Peoria and throughout the United States. We have over 41 years of experience working with our client base which includes municipal collections (utilities, business license fees, code violations, miscellaneous accounts receivables, ambulance transport, police department, subrogation accounts, tax and license, various permit fees, library fines and fees, and NSF checks), courts (parking, municipal, clerk, justice, juvenile, district, superior), large government agencies and private entities. Valley Collection Service, LLC continues to offers the financial capacity, working capital and the appropriate financial, technical and management resources to provide the services requested with this contract. Our management and staff have the expertise to handle collections for the City of Peoria. VCS will continue to assign experienced governmental collectors to the City’s accounts. As necessary, we add staff to meet and exceed the expectations of our growing client base.

Unlike other companies, we do not have multiple layers of management that prevents us from making quick and decisive decisions. We have found this to benefit our current business model while giving our clients and the debtors the immediate response that they deserve. Jessica Stuart, (Collection Department Supervisor and primary contact to the City) along with Scott Maxam (a co-managing member of VCS and



secondary contact) and Kayla Orozco (Team Supervisor and tertiary contact) will always be accessible during the City's operating hours. These are individuals that are very experienced in customer service, knowledgeable in the collections industry and excel in collecting on the City of Peoria's accounts. They will make sure the City is satisfied with the services they receive from VCS.

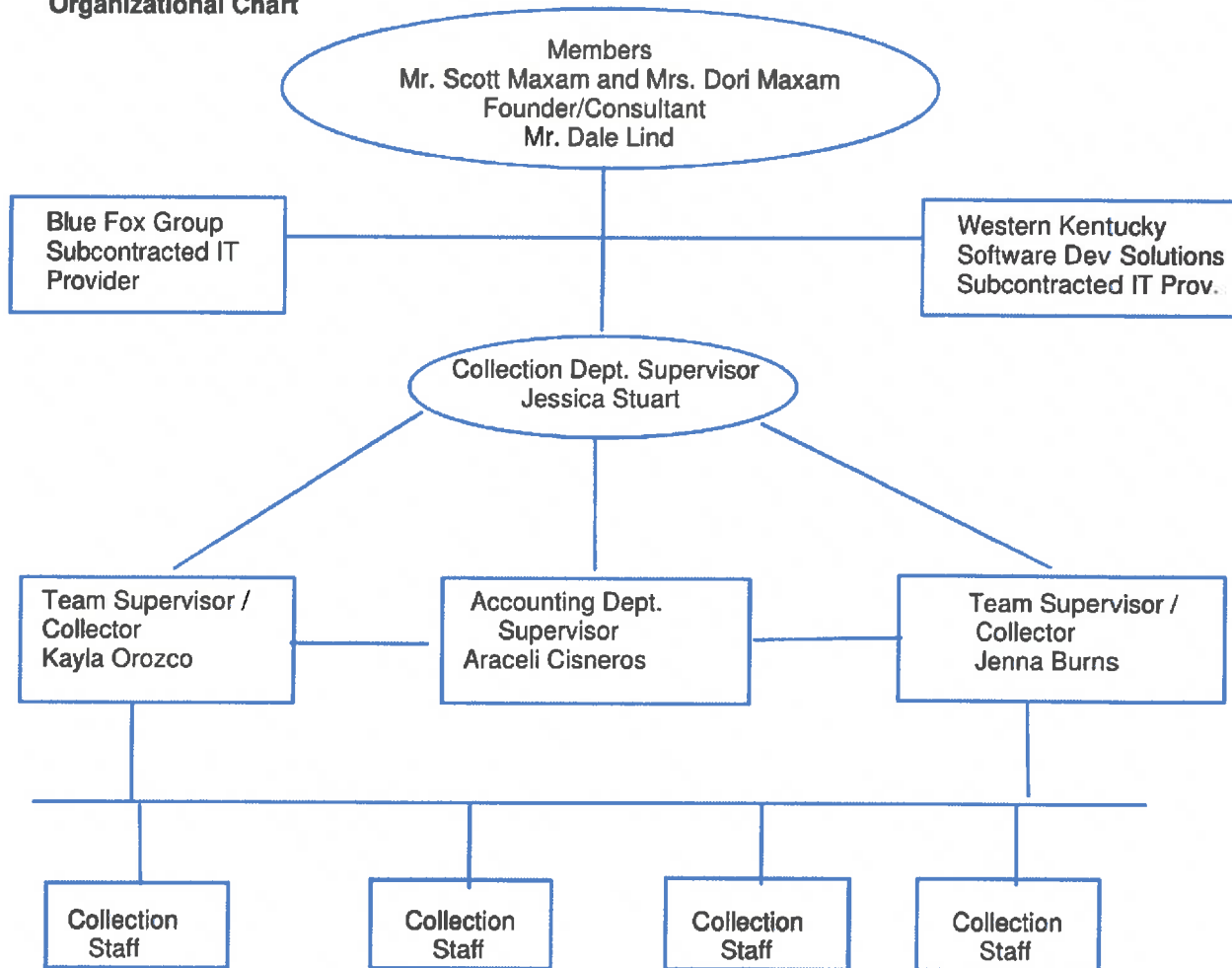
We are accredited members of the Better Business Bureau (A+ rating) and members of multiple Chambers of Commerce. We strongly promote our membership in the American Collectors Association and the Arizona Collectors Association as they are the leading ethical authority in the collections industry. These memberships, coupled with our in-house capabilities, give us performance efficiencies that exceed our competition. Our clients place their trust in us to collect on their receivables based on our industry experience, cutting-edge technology, focus on security, financial stability and the exceptional customer service we provide to the debtor along with our client. Due to our strict adherence to our compliance guidelines and ethical codes, we have not had any legal actions decided against us and have not been found guilty of violating any federal, state, or local collection laws. We also do not have any pending litigation against us.

Valley Collection Service, LLC is licensed within the state of Arizona (License #CA-0008479) and also has the appropriate bonds to collect within the state. Our business license account number with the City of Peoria is 20005116 and is provided in Section E. We will continue to renew this license, bond and keep all required insurance policies active while we are collecting on the City's accounts. Our West Valley location provides us an advantage to be located so closely to the City of Peoria. Throughout the years, many City of Peoria account holders have preferred to come into our office to pay on their account as opposed to taking advantage of our other payment methods. It also allows for immediate availability should the City staff need a Valley Collection Service, LLC employee to meet on-site with the City to discuss our services or for training and development purposes at no cost to the City.

#### **Key Personnel**

Valley Collection Service, LLC will continue to provide the same key personnel that has managed the collection program over the past 10 years (and even longer for Jessica Stuart). We feel that this management team has a very good working relationship with the City and their personnel. This team of Jessica Stuart, Scott Maxam and Kayla Orozco all have the experience collecting for governmental entities like Peoria, many other municipalities in the Phoenix Metropolitan area (Avondale, Buckeye, Chandler, El Mirage, Gilbert, Mesa, Paradise Valley, Phoenix, Scottsdale, Surprise and Tempe), throughout the state of Arizona and nationally. VCS agrees to immediately notify the City of Peoria if any key personnel are replaced, not available for work under this contract or are expected to devote substantially less effort to the work than initially anticipated. Key Personnel will be replaced with employees of substantially equal ability and qualifications upon prior City approval. They will monitor and assist our collection team assigned to the City of Peoria's accounts. While normal operating hours are 8:00am – 5:00pm Monday through Friday, both your primary and secondary contacts will be available for City representatives between the hours of 7:00am – 6:00pm Monday through Thursday as well.

**Organizational Chart**



**Key Personnel Biographies**

**Jessica Stuart**, Collection Department Supervisor, Primary contact to the City - direct phone number (623) 299-9110; email [Jessica@valleycollection.com](mailto:Jessica@valleycollection.com)

Jessica has been with Valley Collection Service since 1994 and is a proud City of Peoria resident since 2013. She graduated from Arizona State University with a Bachelor of Science in Psychology. Jessica started as a skip-tracer for Valley Collection Service, LLC and through a series of promotions became the collections department supervisor in 2002. Jessica has started training to receive a designation as a certified collection manager. As the one who oversees the company's operations, Jessica has taken multiple compliance classes through the American Collector's Association so that she can teach her staff about the ever-changing regulatory landscape of the debt collections industry. She is also responsible for keeping our collectors informed of any changes to client procedures along with any changes to our company policies. During the last 23 years that we have been working with the City of Peoria, Jessica has been the primary contact for the last 20 years and has built a great working relationship with City personnel and would continue to work hand in hand with the City's representatives.

Jessica is very active in our client update meetings with upper management and ensures that all collection teams are directing their efforts to achieve maximum revenue for our clients. Her responsibilities include actively managing our dispute resolution process, ensuring immediate response time on all escalated matters with our debtors and clients and collecting on individual accounts to assist on a collector's overflow. She actively participates in the collection efforts on the City's accounts. She



monitors our collections progress and ensures that we are collecting on accounts as efficiently and effectively as possible and does so with many of our municipal clients. She has been the primary contact for other cities in the Valley such as Goodyear, Scottsdale, Tempe, Buckeye and El Mirage.

**Scott Maxam**, Co-Managing Member, *Licensed Collection Manager*, Secondary contact on day-to-day operations - direct phone number (623) 299-9111; cell (480) 250-7734; email [Scott@valleycollection.com](mailto:Scott@valleycollection.com)

Scott has both an extensive knowledge and a passion for working in the financial industries, serving in management positions in debt collections, retail banking, and mortgage. He has served five years in different banking center management positions along with another seven years in the mortgage industry in various supervisory roles, working with people's sensitive financial information before moving into the debt collection industry in April 2009. He started with Valley Collection in January 2011 and became a member of the company later that year. One of Mr. Maxam's main focuses is on the marketing and growth of the company. He is also the primary contact for Valley cities such as Chandler, Gilbert, Mesa and Surprise.

Between his experience at VCS and his mortgage industry positions, Scott has over thirteen years of collections experience. He is responsible for overseeing our court collections units and will be your point of contact for negotiating this contract for VCS. As a member of the company, he has an active role managing the success of the collections project for the City. In February 2012, Scott received his Qualified Manager's License and is responsible for all operational audit compliance. This includes making sure all operations are in compliance with all Arizona Revised Statutes and making sure these guidelines are instituted in our collections.

Scott was born and raised in Ohio before moving to Arizona in 2002. He has resided in Peoria for the last 8.5 years. While in Ohio, Scott graduated from John Carroll University with a Bachelor of Science in Business Administration with majors in both Economics and Finance. He has since completed his MBA at the WP Carey School of Business at Arizona State University, graduating in 2010. Scott's service efforts consist of regularly donating blood at United Blood Services. He has also assisted in the administration of blood-mobiles along with other charitable work.

**Kayla Orozco**, Team Supervisor / Collector, *Licensed Collection Manager*, direct phone number (623) 299-9103; email [Kayla@valleycollection.com](mailto:Kayla@valleycollection.com)

Kayla started with Valley Collection in 2012 and has quickly made her way up in the ranks with the company. She has a tireless work ethic and is eager to learn the different job functions within the company. This work ethic as earned her a promotion to become a team supervisor along with back-up functions in our accounting department. With Jessica's guidance and American Collectors Association compliance classes, Kayla has become one of our most effective bilingual collectors and has collected for both municipal and court clients. She also heads our development team which trains some of our newer collectors and cross-trains more seasoned employees. Along with collection functions, Kayla is responsible for processing remittance files to some of our clients and ensuring payment is sent to clients in a timely manner.

**Dale R. Lind**, Founder / Consultant

Mr. Lind was born in Dayton, Ohio before living in many different countries growing up in a military family. He is a graduate of both Glendale Community College and Arizona State University with degrees in Business Administration, History and Speech Communications. Over the years, Dale has been extensively interviewed by television, newspapers, and radio about the collection industry and Valley Collection Service, LLC. Dale is also a resident of Peoria, residing in the City for seven years.

Dale began his career in collections in 1974 and became an assistant manager within 18 months. His responsibilities included handling clients that were guaranteed a specific recovery rate. After working for the national company, Mr. Lind managed a local agency and produced more than one million dollars in collections. After three years, he moved to the largest local collection company in the Phoenix-metro area and was in charge of operations until the death of the owner.



In 1980, Dale decided to use his collections industry expertise and open Valley Collection Service. Dale has built VCS to serve a wide variety of public and private clients. At VCS he oversees staff training, supervision, legal contracts, and new business development. Now in his 42<sup>nd</sup> year with the company he founded, Dale remains an integral member of our company by actively managing our municipal collections to ensure that all utility, library, and miscellaneous accounts receivable collections are hitting their targeted goals. Dale's time working on the City's accounts consist of weekly status meetings with the staff to ensure a high success rate for the City.

Dale also pursued and received his license as a professional radio broadcaster. He uses his public speaking and broadcasting experience and opportunities to teach others about the collection business and financial responsibility, as well as promoting breast cancer research (an area of public service that Mr. Lind devotes a great deal of his time and energy). He also conducts seminars on raising money for breast cancer awareness and research. Dale is currently active at his church and other community services.

#### **Blue Fox Group – Subcontracted IT Company**

We realize that the firms we partner up with can bring as much of an impression to one of our clients as we do. The Blue Fox Group is our subcontracted IT partner that moves and grows our IT needs. Blue Fox Group is a nationwide innovative provider of IT, phone, security and cabling systems that designs and delivers proactive and comprehensive IT solutions that simplify their technology stack, streamline operations, and enables growing businesses to focus on running their organizations. Blue Fox Group is a member of the Technology Assurance Group. This means that their technicians have multiple certifications and are prepared to assist in all IT needs.

VCS works closely with Blue Fox Group to make sure that our state-of-the-art computer system is completely secure and meets the hardware and software needs of our clients. Blue Fox Group monitors our network remotely and is contracted to within a two-hour response time for support incidents and is on call 24/7. Over our time working with Blue Fox Group, they have become knowledgeable about our industry and our technological needs to stay a step ahead of our competition. They have also been tasked with ensuring we remain PCI compliant. All available security updates, virus scans, and security strategy modifications occur regularly in the evening after business hours. The firm has technicians with multiple certifications who monitor the security of our computer system. Blue Fox Group will not work with any of the live data and does not assist in any of the collection process. Our immediate contact with the company is Ezra Lantz.

#### **Western Kentucky Software Development Solutions - Subcontracted IT Company**

Western Kentucky Software Development Solutions (WKYSDS) specializes in building and maintaining custom software packages. They also assist in helping cut down on the number of times data needs to be entered by integrating software packages to existing processes. This is done by allowing for the ability to import and export data outside of the user interface. From Access and Microsoft Office development, WKYSDS produces the software, upgrades and data imports and exports that allow companies to run more efficiently.

Roy Campbell, the owner of WKYSDS who is MCAD certified, has assisted with our IT needs for eight years. Roy has created the necessary updates to our existing Collection Software to meet the expanding needs of our clients. Roy has built the importing tools that will allow us to immediately upload the data provided by the City. He will also build any reports that the City may request that are not currently in production based on the needs of our current clients.

#### **Employees**

The most important asset of any company is their employees, and this is another aspect that we feel we excel above our competition. We assign and maintain our staffing levels at the appropriate levels to meet the volume of accounts assigned to us. A debtor sees when interacting with our employees, that there is



a sincere effort to work through the situation with the individual to get their account resolved. A thorough interview process is conducted when evaluating a potential new employee. The interview process is designed to help us choose only those individuals who demonstrate exceptional interpersonal skills.

Any employee working on the City's accounts is required to pass a background check before getting access to any of the City's records. We also perform an E-Verify check to comply with federal regulations. Anybody that is convicted of a felony or of an offense regarding moral turpitude will not be considered for employment. The trust that our clients place in us when assigning us accounts with multiple debtor's personal information is not worth that risk.

We promote from within because of the degree of trust and responsibility that our clients place in our hands. VCS does not outsource or subcontract any of its collection activities. All of these activities are performed in-house. Debtor information is treated as confidential both within our company and with any subcontractors we hire. This information is always handled on a need-to know basis. We have several levels of security clearance and only supervisors or upper management handle certain projects or tasks.

Employees work in small teams and each team has a lead person who shares our collection goals for a client. The average amount of experience that our employees have in City collections is approximately 5 years with management averaging 18.5 years of experience in the industry. It is the responsibility of a team supervisor to keep them on track and accountable to their individual goals and team goals. Employees are carefully monitored and managed on their communications to the debtor and for their collections. Teams will also go through ongoing training on a regular basis to ensure that they are aware of any new laws and to reaffirm understanding of all federal and state collection laws. We hire the best and keep them motivated with flexible work schedules and a pay scale that is above the industry average. We provide our employees with generous incentive structures and bonuses to keep them motivated to produce great results for our clients.

### **Employee Training**

Our employees are only allowed to start collection efforts after they have gone through an extensive training program. Initially, a new hire receives a New Employee Handbook and Training Manual and completes classroom work on our company policies along with the different Federal Acts (such as the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, Telephone Consumer Protection Act, Red Flag Rules, etc.) and are also tested on Arizona collection law. To ensure complete comprehension, it is mandatory for each individual to pass exams (a passing grade constitutes between 85%-90% based on the exam) that are provided by the American Collector's Association (ACA) before an individual graduates to our collection floor.

Upon completing classroom work, a collection alias is assigned and registered with the State of Arizona and any other necessary state agencies. Following the classroom activity, the collector teams with a more seasoned member of our staff and monitors their collection efforts to learn best practices. Next the new employee will perform the collection activity with the supervisor monitoring their progress. After this training is complete, we allow the employee to start collection efforts on their own. All employees that work on the City's accounts are required to go through a training session to ensure understanding of all of the City's procedures.

Our training policy includes comprehensive time spent ensuring that all of our employees are aware of our security procedures. While it is essential that our IT Company ensures that all confidential information stays completely secure, it is also important that our employees do the same thing. Employees are instructed only to provide information to only those who are privy to the information. Internet activity is also monitored by all employees to ensure that they are only going onto work-approved sites to ensure that they don't accidentally invite an external attack.

If an employee has an instance where their actions are in non-compliance with a Valley Collection Service, LLC policy or a federal or state law, there is a corrective action policy (which includes termination based on the severity of the action) in place to ensure that it does not happen again. The collector is



administered another exam in the area where they did not comply with a particular policy or law and must re-pass the exam to go back onto the collection floor.

### **Additional Collectors**

The number of employees assigned and the amount of time worked on the City's accounts is flexible based on the number of accounts that the City assigns to VCS. They are responsible for running notices, performing skip tracing efforts, and making outbound calls on the delinquent accounts. To better serve the diverse population, we have bilingual staff assigned to your accounts at all times.

## **SECTION C – Similar Experience**

### **Governmental Collections – A Valley Collection Service, LLC Specialty**

Our higher than industry average success rate along with the superior customer service we provide to our clients has kept our satisfied clients working with us for years. We understand that our clients have many choices on where to go for a collection agency, and we are proud of the fact that our clients continue coming back to us for their collection needs. After reading the scope of services the City of Peoria is requesting, we feel comfortable in the fact that our staff can continue to provide these same services in a manner that would continue to meet the City's expectations.

While most collection agencies have small account balance thresholds, VCS does not. We consistently work all accounts until we have achieved our goal of an account being paid in full. Many small account balances can add up to larger amounts, so we treat every account the same regardless of the amount owed. This is especially the case when working on the different accounts listed in the RFQ that the City assigns. Our experience shows that certain utility accounts, library fees and some general accounts receivable can be at a lower balance.

VCS customizes all collection efforts based on the needs of the City and adjusts our management techniques accordingly. The members of the company are on site every day overseeing the operations of the company and making final decisions on both general matters for our clients along with individual debtor concerns. Our project managers review the City's reports in detail with a member of the company on Friday afternoon. Upper management then performs a status meeting with the team of collectors working on the City's accounts to make sure we are most effectively collecting for our clients. Our management team holds themselves responsible in making sure that all collection goals are met for the City and will be personally available to discuss our collection efforts. This is different than a lot of other companies, where the client will not ever meet the higher levels of management.

Currently we collect for 126 different governmental clients. Seventy-four of these clients are for municipal collections while the other fifty-two of these clients are for court collections nationwide. Our client base ranges from a City sending us an average of 2,000 accounts a month to clients who send an average of 5-10 accounts a month. The accounts assigned by these municipal clients have given us the experience to collect on the categories of accounts the City of Peoria assigns (along with our current experience collecting on the City's delinquent receivables). A few of our other governmental clients that have similar or larger population bases that we collect for are: Clark County, NV, Fort Lauderdale, FL, Osceola County, FL, Overland Park, KS, Reno, NV and Salt Lake City UT. These municipalities are listed to show the City that we are more than capable of effectively collecting on the accounts that would be assigned.

Furthermore, in the Phoenix metropolitan area, we collect on delinquent utility accounts with Avondale (anticipated by end of second quarter of 2022), Buckeye, Chandler, El Mirage, Gilbert, Goodyear, Mesa, Queen Creek, Peoria, Scottsdale, Surprise and Tempe. Fire/Ambulance transports in the Valley that we collect for are Gilbert, Peoria, Surprise and Tempe. Miscellaneous Accounts Receivable are sent by Avondale, Buckeye, Gilbert, Peoria, Surprise and Tempe. When you combine this experience in collecting for municipalities in the Valley along with collecting for the City of Peoria for the past 23 years, there is no other collection agency that is going to have the experience and capabilities to collect on your accounts



as well as Valley Collection Service, LLC can. Every owner and employee are West Valley residents that know what it is like to deal with your customers on a day-to-day basis.

**Expected Collection Percentages for the City of Peoria**

Our collection procedures have also allowed us to collect above the national average for municipalities and their utility accounts. We are very experienced in collecting on utility accounts and other miscellaneous accounts receivable, especially in the Phoenix Valley where we collect for almost all of the municipalities in the area. The cities in the Phoenix Metropolitan have, at varying degrees, sent all of the account classifications that the City of Peoria turns over. We currently have an average success rate of approximately 18% for these municipalities for their utility accounts which is higher than the national average of 15%.

Over the period of the last five years of our contract with Peoria we have experienced a significant growth in the collection success rates for the City's utility accounts. From 2019 – 2021 we have a collection success rate of 21.3%. To give a perspective to the increase (as provided in our 2017 proposal to the City) the City of Peoria's accounts have been collected at a 16.1% success rate from 2013 – 2015. (numbers provided in May 2017). This three-year range gives the best indication as to our success on the City's accounts because they have received our full array of collection efforts and have had the time for the credit reporting to influence payment of an account. Typically, the breakdown for the City's accounts allow for an estimated 6% success rate within the first 60 days of having a batch of accounts, a total of 10% after 120 days, an estimated total of 16% after the first year and 21% throughout the life of the accounts. Based on the challenges of collecting on these accounts in a transient area such as the Phoenix Metro area, we are pleased with the success rate we achieve. Our proposed success rate for the City is a 23% success rate going forward which far exceeds both the national average and the averages we have achieved in the Valley and will push us to continue to improve on the City's success rates.

Fire Medical transport success rates are at 7.8%. These numbers are historically lower than utility account success rates based on medical insurance paying on a high percentage of initial accounts and the higher average balance (when compared to utility accounts) assigned. While we don't have an average national percentage for this classification of account, anecdotally we have seen other RFPs where the average success rate tends to be around 5-6% on these accounts. We will expect to increase this success rate to 9% as we continue to collect on these fire/medical accounts for the full life of the account. This rate projection is inclusive of some new possible credit reporting regulations that are planned to take effect in 2023 that further limits the ability to report these ambulance transports.

For the City's MAR accounts, it is even more difficult to find a comparable success rate based on the varying nature of these accounts, but during the same time span of 2019 – 2021 we have a very high success rate of 28.45%. We will strive to increase this success rate to 30% over the duration of a renewed contract. When considering that the utility success rates increased as much as they did along with the strong numbers for the fire/medical and MAR accounts during the financially unstable times of COVID, we feel that we have provided superior collection results to the City of Peoria and are in a strong position to continue to deliver these high success rates going forward.

**Governmental Clients in the Southwest (Arizona, California, Nevada and Utah)**

|                         |                  |
|-------------------------|------------------|
| Alamo, NV               | Avondale, AZ     |
| Battle Mountain, NV     | Beatty, NV       |
| Bisbee, AZ              | Boulder City, NV |
| Buckeye, AZ             | Bunkerville, NV  |
| Carefree, AZ            | Casa Grande, AZ  |
| Chandler, AZ            | Chino Valley, AZ |
| Contra Costa County, CA | Coolidge, AZ     |
| Covina, CA              | Dayton, NV       |
| Eagar, AZ               | El Mirage, AZ    |



|                     |                     |
|---------------------|---------------------|
| Eloy, AZ            | Ely, NV             |
| Fallon, NV          | Fernley NV          |
| Flagstaff, AZ       | Florence, AZ        |
| Fort Mohave, AZ     | Gilbert, AZ         |
| Gila County, AZ     | Glendora, CA        |
| Goldfield, NV       | Goodyear, AZ        |
| Hawthorne, NV       | Henderson, NV       |
| Incline Village, NV | Jean, NV            |
| Jerome, AZ          | Lakewood, CA        |
| Lake Havasu, AZ     | Laughlin, NV        |
| Maricopa, AZ        | Maricopa County, AZ |
| Menlo Park, CA      | Mesa, AZ            |
| Miami, AZ           | Mineral County, NV  |
| Mohave County, AZ   | Moapa, NV           |
| Nogales, AZ         | North Las Vegas, NV |
| Ogden, UT           | Overton, NV         |
| Page, AZ            | Pahrump, NV         |
| Paradise Valley, AZ | Parker, AZ          |
| Payson, AZ          | Peoria, AZ          |
| Phoenix, AZ         | Pioche, NV          |
| Pinal County, AZ    | Prescott, AZ        |
| Prescott Valley, AZ | Quartzsite, AZ      |
| Queen Creek, AZ     | Reno, NV            |
| Sahuarita, AZ       | Salt Lake City, UT  |
| San Luis, AZ        | Scottsdale, AZ      |
| Searchlight, AZ     | Sedona, AZ          |
| Sparks, NV          | Springerville, AZ   |
| Storey County, NV   | Tempe, AZ           |
| Surprise, AZ        | Tolleson, AZ        |
| Tonopah, NV         | Torrance, CA        |
| Virginia City, NV   | Visalia, CA         |
| Wadsworth, NV       | Winnemucca, NV      |
| Williams, AZ        | Yavapai County, AZ  |
| Yerington, NV       | Yuma, AZ            |

**References**

Please see our references on the City’s required form in Section E of our proposal. If the City would like any additional references from either Valley utility clients or references from our national client base, please let us know and we will provide them to the City.

**SECTION D – Cost Considerations**

**Pricing Proposal**

Valley Collection Service, LLC will agree to lower its contingency fee from 15% to 13% on any accounts assigned by a subsequent new contract. This 2% decrease represents the first contingency fee reduction in the 23 years we have worked with the City of Peoria and should further show how important the City’s business is to us. Valley Collection Service, LLC will only collect on the actual delinquent amount turned over by Peoria. We do not add any additional fees for credit card payments to the consumer or to the City



of Peoria. We will collect only the amount owed on each account. We do not add interest charges, service, or any other charge unless instructed by the City. We can continue to assist the City in any way possible to have this collection fee added to the amount assigned with the proper city ordinance.

**Conclusion**

As you have read, we believe that Valley Collection Service, LLC continues to be the right fit for the City of Peoria, and we hope that you feel the same way. We can match, if not beat, just about any company's experience in the collection industry and certainly beat their experience in collecting accounts in the Phoenix Metropolitan area. We feel that we have the technology and the human capital to continue to collect on your delinquent accounts and are willing to do this at a lower rate than most collection companies would offer. We feel that the greatest feedback we can receive on our efforts as a company is to be referred from one client to another. We are very grateful of the fact that the City of Peoria has referred us to other municipalities based on our superior collection efforts. We do not take this for granted and if awarded another contract will continue the same hard work that the City has become accustomed to. We welcome the opportunity to continue providing the superior collection efforts that the City of Peoria has come to expect from us over the past 23 years.

**SECTION E – Conformance to RFQ**

## **City of Peoria Required Paperwork**

- **Request for Quotation**
- **References Form**
- **Questionnaire**
- **Peoria Business License**

License Number  
PBL-20005116

Valid until 12/31/2022  
unless revoked



2022

## Peoria Business License

The person or firm listed below is hereby licensed to conduct business in the City of Peoria subject to the provisions of the Peoria City Code.

### Post in a Conspicuous Place

VALLEY COLLECTION SERVICE LLC  
PO BOX 10130  
GLENDALE AZ 853180130

### Business Address:

VALLEY COLLECTION SERVICE LLC  
7025 N 58TH AVE  
GLENDALE AZ 853012424

### Non-Transferable

This license is issued and accepted subject to the representations made on the application and maybe suspended or revoked for cause as provided by laws. Licensee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Arizona, Maricopa County, City of Peoria and all other agencies.

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# Appendix A

## Sample Scripts



## Sample Scripts

**\*\*On all telephone calls, a VCS representative will verify debtor information before giving any specific information regarding an account/case\*\***

### Script # 1

*Account Representative: "Hello, is Jason Smith there?"*

*Jason: Yes*

*Account Representative: "This is Joseph Taylor from Valley Collection Service, LLC, the collection agency representing the City of Peoria on your outstanding balance of \$62.50. I need to inform you this call may be recorded for quality assurance and this is a communication from a debt collector and we are attempting to collect a debt and any information obtained will be used strictly for that purpose. Are you able to take care of this past due balance at this time?"*

This conversation would continue by instructing the individual on how to make payment in full immediately. We can assist the person in paying directly with the collector or on [pay.valleycollection.com](http://pay.valleycollection.com) while we have them on the telephone. Otherwise we will continue to actively monitor the account to ensure payment in full has been made by the date the account holder commits to on the telephone. If they are not ready to do so, we will handle any objections that the account holder may have and further explain the nature of the debt to the fullest extent of the information that we have.

### Script #2

*Account Representative: Hello, may I speak to Melissa Jones?*

*Melissa: This is Melissa.*

*Account Representative: Hello Melissa, my name is Melanie Martinez and I am calling from Valley Collection Service, LLC, on behalf of the City of Peoria regarding your delinquent ambulance transport. I need to inform you this call may be recorded for quality assurance and this is a communication from a debt collector and we are attempting to collect a debt and any information obtained will be used strictly for that purpose.*

*Melissa: I was not aware that I had a debt with the City of Peoria.*

*Account Representative: I am sorry that you were unaware of that. We previously sent notices to you at 1234 Main Street in Peoria. Was this a previous address of yours?*

*Melissa: Yes*

*Account Representative: According to the information that we have received from the City, you have an outstanding balance of \$210 from a delinquent ambulance transport account with a date of service 11/21/2021. The account number is XXXXXXXXXXXX.*

*Melissa: OK, I remember what that is, I can't pay it right now, but I get paid next Friday November 10th, can I pay it then?*

*Account Representative: Absolutely. Could I please verify your telephone number, so that if we haven't received confirmation that payment has been made by the 13<sup>th</sup>, we can call you on Tuesday the 14<sup>th</sup> to follow-up?*

*Melissa: Sure it is (480) 555-1212. Thank you very much; I will talk to you on Friday.*



If we were told that she was not interested in paying, we would increase the urgency for payment by explaining the need to meet her obligations with the City and inform the patient about credit reporting. This generally creates a more immediate resolution to the assigned case.

### **Script #3**

*Account Representative: "Hello, may I speak to Mr. Matthew Connelly?"*

*Mr. Connelly: "Speaking."*

*Account Representative: Mr. Connelly, my name is Stan Davis and I am with Valley Collection Service, LLC. I'm calling you regarding your outstanding account with the City of Peoria for an outstanding code violation. Please be aware that this call may be recorded for quality assurance and this is a communication from a debt collector and we are attempting to collect a debt and any information obtained will be used strictly for that purpose. Will you please pay the \$375 in full today?"*

*Mr. Connelly: "I don't have it."*

*Account Representative: "We have some options that we can discuss. Would you like to hear those options?"*

In this scenario, we will try and commit the debtor to saving funds to try and have the account paid off as soon as possible. Our initial request will be to have the payment in full be made within two or three months. If the debtor still objects, we will increase the number of months the debtor needs to allow payment in full in a reasonable amount of time.

### **Script #4**

*Account Representative: "Hello, may I speak to Brian Madison please?"*

*Brian: "This is Brian."*

*Account Representative: "Yes, Brian. This is Dale Lind with Valley Collection Service, LLC. I need to inform you this call may be recorded for quality assurance and this is a communication from a debt collector and we are attempting to collect a debt and any information obtained will be used strictly for that purpose. I'm calling about the \$250 balance with the City of Peoria. Will you please pay that in full today?"*

*Brian: "Oh, I can't do that today."*

*Account Representative: "Okay, so you're not going to be paying that in full today?"*

*Brian: "No, I don't have the money."*

*Account Representative: "Okay. Thank you very much then. Bye."*

When we simply hang up Brian begins thinking, what's this guy got up his sleeve? What's going to happen now? In many cases this is all that is necessary to collect. If a payment is not initiated by the account holder, we will call back after one week and use a more assertive, but still ethical and respectful, tactic to initiate payment. This approach has given us better results in having the debtor pay in a timely manner.

### **Script #5**

*Account Representative: May I please speak to Jennifer Walsh.*

*Person: She is not here, is there something I can help you with?*



*Account Representative: This is a matter that I need to speak directly with Jennifer about, is this the best phone number to contact her at?*

*Person: Yes*

*Account Representative: Would there be a more convenient time to get a hold of her?*

*Person: 2:00 pm.*

*Account Representative: Thank you very much, I will try and contact her at two. Have a good day.*

In this scenario, we are unable to reach the debtor. Unless we know we are speaking to the debtor, we are unable to give any information regarding the debt or even that we are a collection agency per the Fair Debt Collection Practices Act. At this point we are just concerned with trying to verify the best number to get a hold of our debtor. If the person on the phone is not as cooperative as in this script, we will simply state that we will try to contact the person at another time.

# Appendix B

## Reports

# **Reports**

- Monthly Payment Processing Report
- Status Report
- Disputed Account Report
- New Account Acknowledgement Report

# Valley Collection Service, LLC

## Monthly Payment Report: Sample

| FullName          | DateAssigned | RefNumber | Assigned | Balance Due | DebtorNo     | Status            | FollowUp | AMT_PD_VCS | AMT_PD_CL | AMT_TO_CL  | AMT_TO_VCS | REM_BAL_DATE      |
|-------------------|--------------|-----------|----------|-------------|--------------|-------------------|----------|------------|-----------|------------|------------|-------------------|
| SMITH, JOHN       | 01/04/21     | 12345-67  | \$128.51 | \$0.00      | 01234-000006 | Paid in Full      | Client   | \$0.00     | \$128.51  | \$112.67   | \$16.84    | \$0.00 26-Jan-22  |
| DOE, JANE         | 01/04/21     | 23456-78  | \$719.42 | \$0.00      | 01234-000003 | Paid in Full      |          | \$719.42   | \$0.00    | \$625.90   | \$93.52    | \$0.00 20-Jan-22  |
| SAMPLE, RON       | 01/04/21     | 34567-89  | \$131.48 | \$0.00      | 01234-000009 | Paid in Full      |          | \$131.48   | \$0.00    | \$114.39   | \$17.09    | \$0.00 27-Jan-22  |
| JOHNSON, LOU      | 01/04/21     | 45678-90  | \$72.64  | \$0.00      | 01234-000017 | Paid in Full      | Client   | \$0.00     | \$72.64   | \$63.20    | \$9.44     | \$0.00 26-Jan-22  |
| CLARKSON, CLARK   | 10/04/21     | 56789-01  | \$105.42 | \$83.24     | 01234-000287 | Paid in Full      |          | \$105.42   | \$0.00    | \$91.72    | \$13.70    | \$0.00 07-Jan-22  |
| JOSEPH, JOE       | 02/01/21     | 67890-12  | \$174.24 | \$83.24     | 01234-000028 | Payment To Client |          | \$0.00     | \$81.00   | \$79.17    | \$11.83    | \$83.24 03-Jan-22 |
| SMITH, KATE       | 06/02/21     | 78901-23  | \$180.93 | \$0.00      | 01234-000153 | Paid in Full      |          | \$180.93   | \$0.00    | \$157.41   | \$23.52    | \$0.00 28-Jan-22  |
| ARMSTRONG, LONNIE | 03/02/21     | 89012-34  | \$288.60 | \$0.00      | 01234-000060 | Paid in Full      | Client   | \$0.00     | \$288.60  | \$259.78   | \$28.82    | \$0.00 31-Jan-22  |
| SAMPLE BUSINESS   | 12/07/21     | 90123-45  | \$72.39  | \$0.00      | 01234-000372 | Paid in Full      | Client   | \$0.00     | \$72.39   | \$62.98    | \$9.41     | \$0.00 17-Jan-22  |
|                   |              |           |          |             |              |                   |          | \$1,137.25 | \$664.14  | \$1,667.21 | \$234.18   |                   |

# Valley Collection Service, LLC

Printed: Saturday, March 19, 2022

## Status Report For: SAMPLE

| Debtor Name        | Date Assigned | Client Ref. No. 1 | Amount Assigned | Balance Due | VCS Acct No. | Status               |
|--------------------|---------------|-------------------|-----------------|-------------|--------------|----------------------|
| ACOSTA, NOE        | 11/06/19      | 11-32553945       | \$402.50        | \$0.00      | 01816-000001 | Paid In Full         |
| ANTHONY, MAX       | 08/01/20      | 15-2188           | \$372.00        | \$372.00    | 01816-000036 | Active               |
| BAKER, MARY        | 11/06/19      | 11-4567           | \$400.00        | \$400.00    | 01816-000005 | Active               |
| BODNAR, JOSEPH     | 12/04/19      | 11-12118729       | \$345.00        | \$0.00      | 01816-000019 | Paid In Full Client  |
| CLARK, DOUGLAS     | 11/06/19      | 11-2694           | \$288.00        | \$288.00    | 01816-000007 | Payment Arrangement  |
| DAVIS, LUCY        | 11/06/19      | 11-2826           | \$180.00        | \$180.00    | 01816-000010 | Skip Tracing         |
| DONALDSON, BETTY   | 08/01/20      | 15-6985           | \$384.00        | \$384.00    | 01816-000040 | Active               |
| FIELDS, STEVEN     | 11/06/19      | 11-56592887       | \$718.75        | \$0.00      | 01816-000013 | Paid In Full         |
| FITZGERALD, ALYSSA | 11/08/17      | 11-14780175       | \$690.00        | \$0.00      | 01816-000011 | Paid In Full         |
| FITZGERALD, JORDAN | 12/04/19      | 12-5431           | \$180.00        | \$180.00    | 01816-000027 | Active               |
| GAU, STEVEN        | 01/04/20      | 11-1987           | \$250.00        | \$0.00      | 01816-000014 | Cancelled/Paid Prior |
| HENDERSON, JESSICA | 12/04/19      | 12-5676           | \$60.00         | \$60.00     | 01816-000023 | Active               |
| HERNANDEZ, CLARA   | 12/04/19      | 11-24019230       | \$230.00        | \$0.00      | 01816-000015 | Paid In Full         |
| JAMES, CHARLES     | 12/04/19      | 15-4937           | \$375.00        | \$0.00      | 01816-000028 | Deceased             |
| JIMENEZ, PABLO     | 12/04/19      | 09-12344012       | \$172.50        | \$0.00      | 01816-000029 | Paid In Full         |
| JOHNS, CAROL       | 12/04/19      | 12-2912           | \$360.00        | \$360.00    | 01816-000022 | Disputes             |
| JOHNS, DON M       | 11/06/19      | 11-24500084       | \$136.00        | \$69.00     | 01816-000002 | Payment To VCS       |

# Valley Collection Service, LLC

Printed: Saturday, March 19, 2022

## Status Report For: SAMPLE

| Debtor Name          | Date Assigned | Client Ref. No. 1 | Amount Assigned | Balance Due | VCS Acct No. | Status              |
|----------------------|---------------|-------------------|-----------------|-------------|--------------|---------------------|
| JOHNSON, LAURA MARIE | 12/04/19      | 11-94031998       | \$460.00        | \$0.00      | 01816-000026 | Paid In Full        |
| JONES, ANTHONY       | 08/01/20      | 16-1106           | \$276.00        | \$276.00    | 01816-000034 | Active              |
| LOGAN, BARRY         | 01/05/20      | 16-03288791       | \$690.00        | \$345.00    | 01816-000033 | Payment To VCS      |
| MARSHALL, SCOTT      | 12/04/19      | 12-7642           | \$480.00        | \$480.00    | 01816-000024 | Disputes            |
| MARTINEZ, MELISSA    | 08/01/20      | 15-2478           | \$600.00        | \$600.00    | 01816-000035 | Active              |
| NICHOLS, CATHY       | 08/01/20      | 15-2469           | \$240.00        | \$240.00    | 01816-000037 | Active              |
| NOEL, JONATHAN       | 11/08/19      | 11-25307942       | \$460.00        | \$0.00      | 01816-000006 | Paid In Full        |
| RAMIREZ, JOSE        | 01/05/20      | 05-1285           | \$400.00        | \$0.00      | 01816-000030 | Cancelled by Client |
| RAMIREZ, MARY        | 12/04/19      | 12-25347211       | \$431.25        | \$0.00      | 01816-000021 | Paid In Full        |
| RAMOS, ANTHONY       | 12/04/19      | 11-1898           | \$360.00        | \$360.00    | 01816-000017 | Active              |
| RAMOS, NEIL          | 01/05/20      | 16-06178120       | \$230.00        | \$0.00      | 01816-000032 | Paid In Full        |
| SAMPLE, JOE          | 03/29/20      | 12-8678           | \$480.00        | \$480.00    | 01816-000041 | Active              |
| SANDERS, DOROTHY     | 08/01/20      | 15-8998           | \$216.00        | \$216.00    | 01816-000039 | Active              |
| SCOTT, LAURA         | 11/08/19      | 11-03283344       | \$230.00        | \$115.00    | 01816-000003 | Payment To VCS      |
| SMITH, ANN           | 11/08/19      | 11-89882968       | \$230.00        | \$230.00    | 01816-000012 | Payment To VCS      |
| SMITH, CONNIE        | 12/04/19      | 12-1594           | \$276.00        | \$0.00      | 01816-000020 | Bankruptcy          |

# Valley Collection Service, LLC

Printed: Saturday, March 19, 2022

## Status Report For: SAMPLE

| Debtor Name          | Date Assigned | Client Ref. No. 1 | Amount Assigned | Balance Due | VCS Acct No. | Status                       |
|----------------------|---------------|-------------------|-----------------|-------------|--------------|------------------------------|
| SMITH, ROBERT M      | 12/04/19      | 11-1304           | \$300.00        | \$0.00      | 01816-000018 | Canx by Client-Sent in Error |
| STEPHENS, JOHN SCOTT | 12/04/19      | 11-9698           | \$240.00        | \$240.00    | 01816-000016 | Skip Tracing                 |
| STUART, DONALD       | 11/06/19      | 11-22871004       | \$345.00        | \$0.00      | 01816-000008 | Paid in Full Client          |
| TAYLOR, DEAN         | 11/08/19      | 16-1125           | \$360.00        | \$360.00    | 01816-000004 | Promised to Pay              |
| TURNER, JOSEPH       | 11/06/19      | 11-9403           | \$125.00        | \$0.00      | 01816-000009 | Cancelled by Client          |
| WALTERS, MANDY       | 12/04/19      | 12-1106           | \$264.00        | \$264.00    | 01816-000025 | Active                       |
| WILLIAMS, BERTHA     | 08/01/20      | 15-2889           | \$120.00        | \$120.00    | 01816-000038 | Active                       |
| WOODS, ANIKA         | 07/01/20      | 15-2584           | \$360.00        | \$360.00    | 01816-000031 | Disputes                     |

Count: 41

Totals:

\$13,719.00 \$6,979.00

# Valley Collection Service, LLC

Printed: Saturday, March 19, 2022

## Status Report For: SAMPLE

| Debtor Name     | Date Assigned | Client Ref. No. 1 | Amount Assigned | Balance Due       | VCS Acct No.      | Status   |
|-----------------|---------------|-------------------|-----------------|-------------------|-------------------|----------|
| JOHNS, CAROL    | 12/04/19      | 12-2912           | \$360.00        | \$360.00          | 01816-000022      | Disputes |
| MARSHALL, SCOTT | 12/04/19      | 12-7842           | \$480.00        | \$480.00          | 01816-000024      | Disputes |
| WOODS, ANIKA    | 07/01/20      | 15-2584           | \$360.00        | \$360.00          | 01816-000031      | Disputes |
| <b>Count: 3</b> |               |                   | <b>Totals:</b>  | <b>\$1,200.00</b> | <b>\$1,200.00</b> |          |

# Valley Collection Service, LLC

Printed: Saturday, March 19, 2022

## Status Report For: SAMPLE

| Debtor Name       | Date Assigned | Client Ref. No. 1 | Amount Assigned | Balance Due       | VCS Acct No. | Status |
|-------------------|---------------|-------------------|-----------------|-------------------|--------------|--------|
| ANTHONY, MAX      | 08/01/20      | 15-2188           | \$372.00        | \$372.00          | 01816-000036 | Active |
| DONALDSON, BETTY  | 08/01/20      | 15-6985           | \$384.00        | \$384.00          | 01816-000040 | Active |
| JONES, ANTHONY    | 08/01/20      | 16-1106           | \$276.00        | \$276.00          | 01816-000034 | Active |
| MARTINEZ, MELISSA | 08/01/20      | 15-2478           | \$600.00        | \$600.00          | 01816-000035 | Active |
| NICHOLS, CATHY    | 08/01/20      | 15-2489           | \$240.00        | \$240.00          | 01816-000037 | Active |
| SANDERS, DOROTHY  | 08/01/20      | 15-8998           | \$216.00        | \$216.00          | 01816-000038 | Active |
| WILLIAMS, BERTHA  | 08/01/20      | 15-2889           | \$120.00        | \$120.00          | 01816-000038 | Active |
| <b>Count: 7</b>   |               |                   | <b>Totals:</b>  | <b>\$2,208.00</b> |              |        |

# Appendix C

## Notices

# **Notices**

- Assignment/Validation
- No Recent Payment
- Pay Now
- No Payment Received
- Late Payment
- Agreed to Pay
- Response to Dispute
- Payment Arrangement
- Need Satisfactory Payment Arrangement
- Insufficient Funds
- Thank You
- Receipt

03/19/2022

Valley Collection Service, LLC  
PO Box 10130  
Glendale, AZ 85318-0130  
(800) 244-9665 or (623) 931-4325 from 8am to 5pm MT Monday to Friday  
Website: pay.valleycollection.com

To: MAX ANTHONY  
PO BOX 1234  
PEORIA, AZ 85382

Our Account Number: 01816-000036

**Valley Collection Service, LLC is a debt collector.** We are trying to collect a debt that you owe to SAMPLE. We will use any information you give us to help collect the debt.

**Our information shows:**

|   |           |               |
|---|-----------|---------------|
| You had a utility account from SAMPLE with creditor reference number 15-2188. |           |               |
| As of February 20,2019, you owed:   | \$        | 372.00        |
| Between February 20,2019 and today:   |           |               |
| You were charged this amount in interest:                                     | + \$      | 0.00          |
| You were charged this amount in fees:   | + \$      | 0.00          |
| You paid or were credited this amount toward the debt:                        | - \$      | 0.00          |
| <b>Total amount of the debt now:</b>  | <b>\$</b> | <b>372.00</b> |

**How can you dispute the debt?**

- **Call or write to us by April 23, 2022, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by April 23, 2022, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.** You may use the form below or write to us without the form. You may also include supporting documents. We accept disputes electronically at [disputes@valleycollection.com](mailto:disputes@valleycollection.com).

**What else can you do?**

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by April 23, 2022, we must stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at [disputes@valleycollection.com](mailto:disputes@valleycollection.com).
- **Go to [www.cfpb.gov/debt-collection](http://www.cfpb.gov/debt-collection) to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- **Contact us about your payment options.**
- **Póngase en contacto con nosotros para solicitar una copia de este formulario en español.**

**Notice: See reverse side for important information**

Mall this form to:  
Valley Collection Service, LLC  
PO Box 10130  
Glendale, AZ 85318-0130

MAX ANTHONY  
PO BOX 1234  
PEORIA, AZ 85382

**How do you want to respond?**

Check all that apply:

- I want to dispute the debt because I think:**
  - This is not my debt.
  - The amount is wrong.
  - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.**
- I enclosed this amount: \$ \_\_\_\_\_**  
Make your check payable to Valley Collection Service, LLC. Include our account number 01816-000036.
- Quiero este formulario en español.**

3/19/2022

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130; Glendale, AZ 85318-0130  
(800) 244-9665 or (623) 931-4325

MAX ANTHONY  
PO BOX 1234  
PEORIA, AZ 85382

**Our Account Number:**

01816-000036

**Creditor Reference Number:**

15-2188

**Balance Due:**

\$372.00

**Regarding your account with the current creditor of: SAMPLE**

We have not received a recent payment from you on this account. Remit the balance due or call and make arrangements.

Make check or money order payable to VALLEY COLLECTION SERVICE. Please write the account number on your payment. Return this form with your payment.

**This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**

You can also make a payment in full on our website at [pay.valleycollection.com](http://pay.valleycollection.com).

Please see reverse side for any required state disclosures, if applicable.

-----  
Please include this stub when paying by mail  
REMITTANCE

Date  
Creditor Reference Number  
Our Account Number  
Balance Due

|              |
|--------------|
| 3/19/2022    |
| 15-2188      |
| 01816-000036 |
| \$372.00     |

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130  
Glendale, AZ 85318-0130

Amount Enclosed

|    |
|----|
| \$ |
|----|

3/19/2022

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130; Glendale, AZ 85318-0130  
(800) 244-9665 or (623) 931-4325

MAX ANTHONY  
PO BOX 1234  
PEORIA, AZ 85382

Our Account Number:  
01816-000036  
Creditor Reference Number:  
15-2188  
Balance Due:  
\$372.00

**Regarding your account with the current creditor of: SAMPLE**

Our records indicate that we have not received payment in full on your account. We would like to offer you a payment arrangement of \$124.00 per month on this balance if paid promptly each month. Please call us to accept this payment arrangement at your earliest convenience. Alternatively, if you would like to propose a different payment arrangement, please contact our office. Thank you.

Make check or money order payable to VALLEY COLLECTION SERVICE. Please write the account number on your payment. Return this form with your payment.

**This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**

You can also make a payment in full on our website at [pay.valleycollection.com](http://pay.valleycollection.com).

Please see reverse side for any required state disclosures, if applicable.

-----  
Please include this stub when paying by mail  
REMITTANCE

Date  
Creditor Reference Number  
Our Account Number  
Balance Due

|              |
|--------------|
| 3/19/2022    |
| 15-2188      |
| 01816-000036 |
| \$372.00     |

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130  
Glendale, AZ 85318-0130

Amount Enclosed

\$

3/19/2022

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130; Glendale, AZ 85318-0130  
(800) 244-9665 or (623) 931-4325

MAX ANTHONY  
PO BOX 1234  
PEORIA, AZ 85382

Our Account Number:

01816-000036

Creditor Reference Number:

15-2188

Balance Due:

\$372.00

Regarding your account with the current creditor of: SAMPLE

Our records show the balance on the above account as \$372.00. In order that proper credit can be recorded, all payments should be made to this office. In addition, please advise this office as soon as possible of any payments made previously to our client against this account.

Make check or money order payable to VALLEY COLLECTION SERVICE. Please write the account number on your check. Return this form with your payment.

**This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**

You can also make a payment in full on our website at [pay.valleycollection.com](http://pay.valleycollection.com)

Please see reverse side for any required state disclosures, if applicable.

-----  
Please include this stub when paying by mail  
REMITTANCE

Date  
Creditor Reference Number  
Our Account Number  
Balance Due

|              |
|--------------|
| 3/19/2022    |
| 15-2188      |
| 01816-000036 |
| \$372.00     |

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130  
Glendale, AZ 85318-0130

Amount Enclosed

|    |
|----|
| \$ |
|----|

3/19/2022

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130, Glendale, AZ 85318-0130  
(800) 244-9665 or (623) 931-4325

MAX ANTHONY  
PO BOX 1234  
PEORIA, AZ 85382

Our Account Number:  
01816-000036  
Creditor Reference Number:  
15-2188  
Balance Due:  
\$372.00

Regarding your account with the current creditor of: SAMPLE

Your payment was due on 03/10/2022. To keep this account current, please continue to make regular payments. Your next payment of \$124.00 will be due in this office by 03/31/2022.

Make check or money order payable to VALLEY COLLECTION SERVICE. Please write the account number on your check. Return this form with your payment.

**This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**

You can also make a payment in full on our website at [pay.valleycollection.com](http://pay.valleycollection.com). Please see reverse side for any required state disclosures, if applicable.

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Please include this stub when paying by mail  
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Date  
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| 3/19/2022    |
| 15-2188      |
| 01816-000036 |
| \$372.00     |

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130  
Glendale, AZ 85318-0130

Amount Enclosed

\$

3/19/2022

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130; Glendale, AZ 85318-0130  
(800) 244-9665 or (623) 931-4325

MAX ANTHONY  
PO BOX 1234  
PEORIA, AZ 85382

Our Account Number:  
01816-000036  
Creditor Reference Number:  
15-2188  
Balance Due:  
\$372.00

Regarding your account with the current creditor of: SAMPLE

You have not complied with your payment agreement with Valley Collection Service, LLC. If we do not receive your payment within 5 days your payment arrangement will be null and void.

Please call our office to discuss your options.

**This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose**

Make check or money order payable to VALLEY COLLECTION SERVICE. Please write the account number on your payment. Return this form with your payment.

You can also make a payment in full on our website at [pay.valleycollection.com](http://pay.valleycollection.com)

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Please include this stub when paying by mail  
REMITTANCE

Date  
Creditor Reference Number  
Our Account Number  
Balance Due

|              |
|--------------|
| 3/19/2022    |
| 15-2188      |
| 01816-000036 |
| \$372.00     |

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130  
Glendale, AZ 85318-0130

Amount Enclosed

|    |
|----|
| \$ |
|----|

3/19/2022

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130; Glendale, AZ 85318-0130  
(800) 244-9665 or (623) 931-4325

MAX ANTHONY  
PO BOX 1234  
PEORIA, AZ 85382

Our Account Number:

01816-000036

Creditor Reference Number:

15-2188

Balance Due:

\$372.00

Regarding your account with the current creditor of: SAMPLE

Dear: MAX ANTHONY

Please find a copy of our client's response to your dispute.

This account is valid and the balance is \$372.00

Please remit the balance or contact our office to make payment arrangements.

**This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**

Make check or money order payable to VALLEY COLLECTION SERVICE. Please write the account number on your payment. Return this form with your payment.

You can also make a payment in full on our website at [pay.valleycollection.com](http://pay.valleycollection.com).

Please see reverse side for any required state disclosures, if applicable.

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Please include this stub when paying by mail  
REMITTANCE

Date  
Creditor Reference Number  
Our Account Number  
Balance Due

|              |
|--------------|
| 3/19/2022    |
| 15-2188      |
| 01816-000036 |
| \$372.00     |

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130  
Glendale, AZ 85318-0130

Amount Enclosed

|    |
|----|
| \$ |
|----|

3/19/2022

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130; Glendale, AZ 85318-0130  
(800) 244-9665 or (623) 931-4325

MAX ANTHONY  
PO BOX 1234  
PEORIA, AZ 85382

Our Account Number:  
01816-000036  
Creditor Reference Number:  
15-2188  
Balance Due:  
\$372.00

Regarding your account with the current creditor of: SAMPLE

Your recent payment arrangement has been recorded as follows:

Balance due: \$372.00  
Payments of: \$124.00 Monthly

If you have any further questions please call us.

This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Make check or money order payable to VALLEY COLLECTION SERVICE. Please write the account number on your payment. Return this form with your payment.

You can also make a payment in full on our website at [pay.valleycollection.com](http://pay.valleycollection.com)

Please see reverse side for any required state disclosures, if applicable.

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Please include this stub when paying by mail  
REMITTANCE

Date  
Creditor Reference Number  
Our Account Number  
Balance Due

|              |
|--------------|
| 3/19/2022    |
| 15-2188      |
| 01816-000036 |
| \$372.00     |

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130  
Glendale, AZ 85318-0130

Amount Enclosed

|    |
|----|
| \$ |
|----|

3/19/2022

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130; Glendale, AZ 85318-0130  
(800) 244-9665 or (623) 931-4325

MAX ANTHONY  
PO BOX 1234  
PEORIA, AZ 85382

**Our Account Number:**

01816-000036

**Creditor Reference Number:**

15-2188

**Balance Due:**

\$372.00

**Regarding your account with the current creditor of: SAMPLE**

Valley Collection Service, LLC will accept partial payments on this account if a satisfactory payment arrangement is made.

Please call the office or come in to set up a mutual agreement.

Make check or money order payable to VALLEY COLLECTION SERVICE. Please write the account number on your payment. Return this form with your payment.

**This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**

You can also make a payment in full on our website at [pay.valleycollection.com](http://pay.valleycollection.com).

Please see reverse side for any required state disclosures, if applicable.

-----  
Please include this stub when paying by mail  
REMITTANCE

Date  
Creditor Reference Number  
Our Account Number  
Balance Due

|              |
|--------------|
| 3/19/2022    |
| 15-2188      |
| 01816-000036 |
| \$372.00     |

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130  
Glendale, AZ 85318-0130

Amount Enclosed

|    |
|----|
| \$ |
|----|

3/19/2022

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130; Glendale, AZ 85318-0130  
(800) 244-9665 or (623) 931-4325

MAX ANTHONY  
PO BOX 1234  
PEORIA, AZ 85382

Our Account Number:  
01816-000036  
Creditor Reference Number:  
15-2188  
Balance Due:  
\$372.00

**Regarding your account with the current creditor of: SAMPLE**

Valley Collection Service LLC has received notice of insufficient funds on the recent payment you provided (copy enclosed). The balance on the account has been adjusted because payment has been returned by our bank.

Please remit a certified cashier's check or money order payable to VALLEY COLLECTION SERVICE in the enclosed envelope to replace that payment. If you have any questions regarding this, please contact us.

**This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**

You can also make a payment in full on our website at [pay.valleycollection.com](http://pay.valleycollection.com).

Please see reverse side for any required state disclosures, if applicable.

-----  
Please include this stub when paying by mail

REMITTANCE

Date  
Creditor Reference Number  
Our Account Number  
Balance Due

|              |
|--------------|
| 3/19/2022    |
| 15-2188      |
| 01816-000036 |
| \$372.00     |

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130  
Glendale, AZ 85318-0130

Amount Enclosed

|    |
|----|
| \$ |
|----|

3/19/2022

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130; Glendale, AZ 85318-0130  
(800) 244-9665 or (623) 931-4325

MAX ANTHONY  
PO BOX 1234  
PEORIA, AZ 85382

Our Account Number:  
01816-000036  
Creditor Reference Number:  
15-2188  
Balance Due:  
\$372.00

**Regarding your account with the current creditor of SAMPLE**

Thank you for your recent payment on this account. To keep this account current, please continue to make regular payments. Your next payment of \$124.00 will be due in this office by 04/19/2022.

Make check or money order payable to VALLEY COLLECTION SERVICE. Please write the account number on your payment. Return this form with your payment. Walk-ins may also bring cash.

**This is a communication from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**

You can also make a payment in full on our website at [pay.valleycollection.com](http://pay.valleycollection.com)

Please see reverse side for any required state disclosures, if applicable

-----  
Please include this stub when paying by mail  
REMITTANCE

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Our Account Number  
Balance Due

|              |
|--------------|
| 3/19/2022    |
| 15-2188      |
| 01816-000036 |
| \$372.00     |

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130  
Glendale, AZ 85318-0130

Amount Enclosed

|    |
|----|
| \$ |
|----|

3/19/2022

VALLEY COLLECTION SERVICE, LLC  
PO Box 10130; Glendale, AZ 85318-0130  
(800) 244-9665 or (623) 931-4325

JOSEPH BODNAR  
1234 PARK DRIVE  
ST CHARLES, MO 63301

|                                |
|--------------------------------|
| <b>Our Account Number</b>      |
| 01816-000019                   |
| <b>Creditor Account Number</b> |
| 11-12118729                    |
| <b>Amount Assigned</b>         |
| \$345.00                       |

Regarding your account with current Creditor of:  
SAMPLE

Creditor Account Number: 11-12118729

| Date     | Last Payment Made | Amount   |
|----------|-------------------|----------|
| 02/20/20 | PAID CLIENT       | \$345.00 |

Balance Due:

Making Payments?

**This is a communication from a debt collector**

Check/Credit is conditional payment pending receipt of funds from bank.

PAID IN FULL

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
VALLEY COLLECTION SERVICES, L.L.C.**

**EXHIBIT B**

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$80,000 for the entire term of the Agreement.

City and Contractor mutually agree that payments the City collects from Arizona Department of Revenue Debt Offset program are not subject to being billed any fees from Contractor and will be recalled from Contractor upon confirmation of a confirmed offset payment from the Department of Revenue.



**BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

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**I. BLANKET ADDITIONAL INSURED PROVISIONS**

**A. ADDITIONAL INSURED – BLANKET VENDORS**

**Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

40020006520574773858916



- h. **"Bodily injury"** or **"property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs d. or f.; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
  4. This provision 2. does not apply if **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

**B. MISCELLANEOUS ADDITIONAL INSUREDS**

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
  - a. A higher limit of insurance than required by such **"written contract;"**
  - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
  - c. Coverage for **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."** But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

**a. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**b. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** as co-owner of such premises.

**c. Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage,"** or **"personal and advertising injury"** as grantor of a franchise to you.

**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
  - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
  - (a) **"Bodily injury," "property damage" or "personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or
  - (b) **"Bodily injury" or "property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.



**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury," "property damage," or "personal and advertising injury" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury," "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
  - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
  - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

- 1. With respect only to additional insured coverage provided under paragraphs A. and B. above:
  - a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
  - b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

    - (1) Is currently in effect or becomes effective during the term of this policy; and
    - (2) Was executed prior to:
      - (a) The "bodily injury" or "property damage;" or
      - (b) The offense that caused the "personal and advertising injury";for which the additional insured seeks coverage.
- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

  - a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "Bodily injury" or "personal and advertising injury" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) "Property damage" to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

## II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

### B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



**D. Fellow Employee First Aid Coverage**

In the section entitled **Who Is An Insured**, paragraph 2.a.1. is amended to add the following:

The limitations described in subparagraphs 2.a.1.(a), (b) and (c) do not apply to your "employees" for "bodily injury" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"employee" or "volunteer worker" that becomes necessary while your "employee" is performing duties in the conduct of your business. Your "employees" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "employees" whose duties in your business are to provide professional health care services or health examinations.

**E. Legal Liability – Damage To Premises**

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion k. **Damage To Property**, is replaced by the following:

**k. Damage To Property**

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. **Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

**F. Personal and Advertising Injury – Discrimination or Humiliation**

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**G. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**H. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

40020006620574773658919





# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
08/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

|   |  |                                      |
|---|--|--------------------------------------|
| <b>PRODUCER</b><br>Aon Risk Services Central, Inc.<br>5600 W 83rd St. 8200 Tower<br>Ste 1100<br>Minneapolis MN 55437-3844 | <b>CONTACT NAME:</b> CIAI<br><b>PHONE (A/C, No, Ext):</b> (952) 926-6547<br><b>E-MAIL ADDRESS:</b> collectorsinsurance@acainternational.org<br><b>PRODUCER CUSTOMER ID:</b> 00015786 | <b>FAX (A/C, No):</b> (952) 928-3837 |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>   |                                      |
| <b>INSURED</b><br>Valley Collection Service, LLC<br>8811 North 51st Ave, Suite 102<br><br>Glendale AZ 85302               | <b>INSURER A :</b> QBE Insurance Corporation NAIC # 39217  |                                      |
|   | <b>INSURER B :</b>   |                                      |
|   | <b>INSURER C :</b>   |                                      |
|   | <b>INSURER D :</b>   |                                      |
|   | <b>INSURER E :</b>   |                                      |
|   | <b>INSURER F :</b>   |                                      |

**COVERAGES**      **CERTIFICATE NUMBER:** 13121741      **REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | POLICY NUMBER                        | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY                                   | LIMITS       |
|----------|---|--------------------------------------|------------------------------------|-------------------------------------|--|--------------|
|          | <input type="checkbox"/> PROPERTY                                 |                                      |                                    |                                     | <input type="checkbox"/> BUILDING                  | \$           |
|          | <input type="checkbox"/> CAUSES OF LOSS                           | <input type="checkbox"/> DEDUCTIBLES |                                    |                                     | <input type="checkbox"/> PERSONAL PROPERTY         | \$           |
|          | <input type="checkbox"/> BASIC                                    | <input type="checkbox"/> BUILDING    |                                    |                                     | <input type="checkbox"/> BUSINESS INCOME           | \$           |
|          | <input type="checkbox"/> BROAD                                    | <input type="checkbox"/> CONTENTS    |                                    |                                     | <input type="checkbox"/> EXTRA EXPENSE             | \$           |
|          | <input type="checkbox"/> SPECIAL                                  |                                      |                                    |                                     | <input type="checkbox"/> RENTAL VALUE              | \$           |
|          | <input type="checkbox"/> EARTHQUAKE                               |                                      |                                    |                                     | <input type="checkbox"/> BLANKET BUILDING          | \$           |
|          | <input type="checkbox"/> WIND                                     |                                      |                                    |                                     | <input type="checkbox"/> BLANKET PERS PROP         | \$           |
|          | <input type="checkbox"/> FLOOD                                    |                                      |                                    |                                     | <input type="checkbox"/> BLANKET BLDG & PP         | \$           |
|          | <input type="checkbox"/> INLAND MARINE                            | TYPE OF POLICY                       |                                    |                                     |  | \$           |
|          | <input type="checkbox"/> CAUSES OF LOSS                           | POLICY NUMBER                        |                                    |                                     |  | \$           |
|          | <input type="checkbox"/> NAMED PERILS                             |                                      |                                    |                                     |  | \$           |
| A        | <input checked="" type="checkbox"/> CRIME                         | ADC01816-03                          | 11/01/2022                         | 11/01/2023                          | <input checked="" type="checkbox"/> Employee Theft | \$ 2,000,000 |
|          | <input type="checkbox"/> TYPE OF POLICY                           |                                      |                                    |                                     |  | \$           |
|          | <input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN |                                      |                                    |                                     |  | \$           |
|          |   |                                      |                                    |                                     |  | \$           |
|          |   |                                      |                                    |                                     |  | \$           |

**SPECIAL CONDITIONS / OTHER COVERAGES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>CITY OF GLENDALE<br>5850 W GLENDALE AVE<br>SUITE 317<br>GLENDALE AZ 85301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | <b>AUTHORIZED REPRESENTATIVE</b><br><i>Aon Risk Services Central, Inc.</i>  |

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|   |   |
|---|---|
| <b>PRODUCER</b><br>Aon Risk Services Central, Inc.<br>5600 W 83rd St. 8200 Tower<br>Ste 1100<br>Minneapolis MN 55437-3844 | <b>CONTACT NAME:</b> CIAI<br><b>PHONE (A/C No, Ext):</b> (952) 926-8547<br><b>E-MAIL ADDRESS:</b> collectorsinsurance@acainternational.org<br><b>FAX (A/C No):</b> (952) 928-3837 |
|   | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : QBE Insurance Corporation<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :                          |
| <b>INSURED</b><br>Valley Collection Service, LLC<br>8811 North 51st Ave, Suite 102<br>Glendale AZ 85302                   |   |

**COVERAGES**                      **CERTIFICATE NUMBER:** 13121741                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY            |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |               |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| A        | Errors and Omissions   |           |          | ADC01816-03   | 11/01/2022              | 11/01/2023              | Per Claim / Aggregate \$5,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>CITY OF GLENDALE<br>5850 W GLENDALE AVE<br>SUITE 317<br>GLENDALE AZ 85301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Aon Risk Services Central, Inc.</i> |
|--|--|

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## ENTITY INFORMATION

Search Date and Time: 8/31/2023 12:46:57 PM

### Entity Details

VALLEY COLLECTION SERVICE, L.L.C.

L16107014

Domestic LLC

Active

6/22/2010

In Good Standing

6/25/2010

6/22/2010

Entity Name:

Entity ID:

Entity Type:

Entity Status:

Formation Date:

Reason for Status:

Approval Date:

Status Date:

Original Incorporation Date:

Life Period:

Perpetual

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)

**Business Type:**  
**Last Annual Report Filed:**  
**Domicile State:**  
**Annual Report Due Date:**  
**Years Due:**  
**Original Publish Date:**

Arizona

7/12/2010

**Statutory Agent Information**

**Name:**

NEAL G HORENSTEIN

**Appointed Status:**

Active

**Attention:**

**Address:**

3130 N 3RD AVE #300 , PHOENIX, AZ 85013, USA

**Agent Last Updated:**

8/5/2010

**E-mail:**

**Attention:**

**Mailing Address:**

**County:**

3130 N 3RD AVE #300 , PHOENIX, AZ 85013, USA

Principal Information

| Title   | Name                         | Attention | Address  | Date of Taking Office | Last Updated |
|---------|------------------------------|-----------|--|-----------------------|--------------|
| Manager | DALE R LIND                  |           | 7025 N 58TH AVE, GLENDALE, AZ, 85301, USA                  | 6/22/2010             | 6/25/2010    |
| Manager | MARIALANA LIND               |           | 7025 N 58TH AVE, GLENDALE, AZ, 85301, USA                  | 6/22/2010             | 6/25/2010    |
| Member  | DORI MAXAM AND SCOTT A MAXAM |           | HUSBAND AND WIFE 7025 N 58TH AVE, GLENDALE, AZ, 85301, USA | 8/16/2011             | 8/17/2011    |

Page 1 of 1, records 1 to 3 of 3

Address 

Attention:

Address: % SCOTT MAXAM 17431 N 71ST DR STE 104, GLENDALE, AZ, 85308, USA

County: Maricopa

Last Updated: 6/24/2010

Entity Principal Office Address

Attention:

Address:

County:

Last Updated: