



REQUEST FOR PROPOSALS (RFP) COLLECTION SERVICES FOR DELINQUENT ACCOUNTS Marina Coast Water District (MCWD)

REQUEST FOR PROPOSAL NO. FIN-2026-002

Period of Performance

Initial Term: One (1) year from the date of contract execution

Renewal Options: Up to three (3) additional one-year renewal terms, at the sole discretion of the District.

NOTICE INVITING PROPOSALS

Marina Coast Water District ("District" or "MCWD") is requesting proposals from qualified and experienced collection service firms to provide professional delinquent account collection services for water, wastewater, recycled water, and related utility accounts.

The selected firm will assist the District in recovering outstanding customer balances while maintaining professionalism, regulatory compliance, customer confidentiality, and sensitivity to public agency operations.

Interested firms are invited to submit proposals in accordance with the requirements outlined in this Request for Proposals (RFP).

1. INTRODUCTION

1.1 Overview

The District is committed to maintaining responsible fiscal stewardship while balancing customer service, professionalism, regulatory compliance, and public accountability.

The purpose of this Request for Proposals (RFP) is to identify a qualified firm capable of assisting the District in recovering delinquent balances while maintaining respectful, lawful, and professional customer interactions.

1.2 District Background

Marina Coast Water District provides potable water, recycled water, and wastewater collection services within the Marina and Ord Community service areas in Monterey County, California.

The District generally ceases internal collection activity on unpaid final bills after a designated aging period and may thereafter assign accounts to a contracted collection agency for collection processing.

1.3 Purpose of the RFP

The District seeks to establish a contractual relationship with a qualified collection services provider capable of supporting the District's financial operations through lawful, efficient, and customer-sensitive recovery of delinquent customer accounts.

2. SCOPE OF SERVICES

2.1 Required Services

The successful proposer shall provide comprehensive collection services including, but not limited to:

- Collection of delinquent utility accounts;
- Skip tracing and debtor location services;
- Telephone, written, and electronic communications;
- Payment coordination and resolution support;
- Monthly financial reporting and account tracking;
- Credit reporting services, where applicable;
- Legal collection coordination only when authorized in writing by the District.

The successful proposer shall not initiate legal action, judgments, wage garnishments, liens, or other legal recovery mechanisms without prior written authorization from the District.

2.2 Account Processing and Reporting

The District reserves the right to determine which accounts are referred, recall accounts, and continue utilizing other lawful recovery mechanisms.

Monthly reporting shall include assigned accounts, resolved accounts, amounts collected, recovery percentages, aging summaries, and collection activity summaries.

2.3 Customer Service Expectations

The successful proposer shall maintain courteous, professional, and respectful communication and avoid aggressive, deceptive, abusive, or harassing collection practices.

3. TECHNOLOGY, SECURITY, AND PRIVACY REQUIREMENTS

3.1 Technology Requirements

Proposals shall describe electronic processing capabilities, reporting systems, secure file transfer methods, cybersecurity controls, confidentiality protections, and incident response procedures.

3.2 Cybersecurity and Privacy Requirements

The successful proposer shall maintain appropriate administrative, technical, and physical safeguards to protect District information.

Cybersecurity incidents, unauthorized access, privacy breaches, or compromise of District information shall be reported to the District immediately and no later than seventy-two (72) hours after discovery.

3.3 Protection of Personally Identifiable Information (PII)

The successful proposer shall safeguard personally identifiable information (PII), including customer names, addresses, account numbers, billing information, phone numbers, email addresses, Social Security numbers, and financial information.

Upon expiration or termination of the agreement, all District PII and confidential records shall be returned or securely destroyed within thirty (30) calendar days unless otherwise required by law or directed by the District.

3.4 District System Access Restrictions

The District will not provide direct access to District systems, VPN, remote desktop access, database credentials, privileged accounts, or other internal infrastructure unless expressly authorized in writing.

4. CONTRACT TERM, QUALIFICATIONS, AND INSURANCE

4.1 Contract Term

The anticipated contract term shall begin July 1, 2026 through June 30, 2027, with up to four (4) optional one-year extensions.

4.2 Minimum Qualifications

Proposers shall:

- Have a minimum of five (5) years of collection services experience;
- Demonstrate public agency or utility collection experience;
- Possess all required California licenses and registrations, including DFPI compliance where applicable;
- Demonstrate financial and operational capability.

4.3 Insurance Requirements

The successful proposer shall maintain the following minimum insurance coverage throughout the term of the agreement:

Coverage Type	Minimum Coverage
Commercial General Liability	\$2,000,000
Automobile Liability	\$1,000,000
Workers Compensation	Statutory
Professional Liability (Errors & Omissions)	\$2,000,000
Cyber Liability / Data Breach	\$1,000,000

Cyber liability coverage shall include privacy breaches, ransomware, unauthorized access, and compromise of personally identifiable information (PII).

4.4 Indemnification

The successful proposer shall defend, indemnify, and hold harmless the District, its Board members, officers, employees, agents, consultants, and representatives from any claims, liabilities, damages, losses, penalties, fines, costs, attorney's fees, cybersecurity incidents, privacy breaches, negligence, misconduct, or violations of law arising from or related to the proposer's services, acts, omissions, subcontractors, employees, or performance under the agreement.

5. PROPOSAL REQUIREMENTS

5.1 Proposal Contents

Proposals shall include, at minimum, the following sections:

Required Section	Description
Cover Letter	Firm information and authorized representative signature
Firm Background	Company history, organization, and years in business
Relevant Experience	Similar work for public agencies or utilities
Collection Methodology	Collection practices and customer communication approach
Technology Capabilities	Security, reporting, and electronic processing systems
Fee Proposal	Pricing, rates, and assumptions
References	Minimum of three (3) references

5.2 Pricing and Cost Adjustments

Pricing shall remain fixed during the first contract year.

Any requested pricing increase after year one shall require District review, negotiation, and written approval.

No adjustment shall become effective without written approval.

5.3 Proposal Validity

Proposals shall remain valid for ninety (90) calendar days following submission.

6. EVALUATION AND AWARD

6.1 Evaluation Criteria

Proposals may be evaluated using the following criteria:

Evaluation Criteria	Weight
Cost / Fee Structure	50%
Relevant Experience	20%
Collection Methodology	15%
Reporting & Technology	10%
References	5%

The District reserves the right to interview shortlisted proposers and is not obligated to select the lowest-cost proposal.

6.2 Proposal Results and Notifications

The District intends to notify selected and non-selected proposers.

Notification may occur by email, written correspondence, Board action, District website posting, or other methods determined appropriate by the District.

The District shall not be obligated to provide debriefings, evaluation commentary, scoring explanations, ranking details, evaluator notes, or feedback directly to proposers as part of the procurement process.

Nothing in this section shall be interpreted as limiting disclosure obligations required under applicable California Public Records Act requirements or other applicable laws.

7. RFP SCHEDULE AND SUBMISSION REQUIREMENTS

7.1 Tentative Schedule

Milestone	Date
RFP Release	7/6/2026
Questions Due	7/17/2026
Responses to Questions	7/24/2026
Proposal Due Date	8/3/2026
Tentative Award	8/17/2026
Contract Start	9/1/2026

The District reserves the right to revise the schedule at its sole discretion.

7.2 Submission Requirements

Proposals shall be submitted electronically in PDF format via email to:

Mary Lagasca

Director of Administrative Services
Marina Coast Water District
920 2nd Avenue
Marina, CA 93933
MLAGASCA@MCWD.ORG

Subject Line: RFP – Collection Services for Delinquent Accounts

Late submissions will not be accepted under any circumstances. The District is not responsible for delayed, failed, incomplete, corrupted, or misdirected electronic transmissions.

7.3 Questions and Clarifications

Questions regarding this RFP must be submitted in writing or by email no later than the deadline identified in the RFP Schedule.

Questions shall be directed to either of the following District representatives:

Contact	Title	Email
Mary Lagasca	Director of Administrative Services	MLAGASCA@MCWD.ORG
Teo Espero	Information Technology Administrator	TESPERO@MCWD.ORG

Mailing Address:

Marina Coast Water District
Attn: Mary Lagasca / Teo Espero
920 2nd Avenue
Marina, CA 93933

Interpretations, clarifications, corrections, or changes to this RFP shall only be made through written addenda issued by the District.

Oral statements, discussions, or representations by District personnel shall not be binding upon the District.

Questions and responses that materially affect this solicitation may be issued to all prospective proposers through a written addendum and made available on the District's website at www.mcwd.org.

7.4 Addenda

Addenda, notices, updates, clarifications, schedule changes, and other pertinent RFP information may be made available through the District website at www.mcwd.org.

Proposers are responsible for periodically reviewing the District website and ensuring receipt of all addenda prior to proposal submission.

8. GENERAL CONDITIONS**8.1 District Rights Reserved**

The District reserves the right to reject any or all proposals, waive irregularities, negotiate modifications, cancel or reissue the RFP, or reopen the RFP if no successful vendor is selected.

8.2 Public Records (CPRA)

Proposals, contracts, scoring summaries, evaluation materials, and procurement records may be obtained in accordance with applicable California Public Records Act requirements.

The District does not guarantee confidentiality.

8.3 Compliance With Laws

The successful proposer shall comply with:

- Fair Debt Collection Practices Act (FDCPA)
- California Rosenthal Fair Debt Collection Practices Act
- California Consumer Privacy Act (CCPA)
- Applicable California Civil Code and Business & Professions Code provisions

8.4 Termination

The District reserves the right to terminate the agreement for convenience or cause.

Excessive customer complaints, privacy breaches, cybersecurity incidents, regulatory violations, or conduct that negatively impacts public trust may constitute grounds for termination.

8.5 Records Retention and Audit Rights

The successful proposer shall maintain records for a minimum of five (5) years following contract completion.

The District reserves the right to request documentation or to conduct an audit to verify compliance.

8.6 Conflict of Interest

Failure to disclose conflicts may result in disqualification, rejection, or termination of contract.

8.7 No Guarantee of Work Volume

The District makes no guarantee regarding the number of accounts assigned or dollar value of work.

8.8 Governing Law

This RFP and resulting agreement shall be governed by California law. Venue shall be Monterey County, California.

9. ATTACHMENTS

The following attachments are incorporated into and made part of this Request for Proposals:

- Attachment A – Professional Services Agreement
- Attachment B – Non-Disclosure Agreement

The District reserves the right to revise, modify, or supplement the attachments prior to contract award.

Submission of a proposal constitutes acknowledgment by the proposer that it has reviewed the attachments and understands the contractual and confidentiality requirements associated with this solicitation.

The successful proposer may be required to execute the District's Professional Services Agreement and Non-Disclosure Agreement as conditions of contract award.

ATTACHMENT A

**Marina Coast Water District (MCWD)
Professional Services Agreement**

PROFESSIONAL SERVICES AGREEMENT FOR

BETWEEN
MARINA COAST WATER DISTRICT
AND

Funding:

Task No.

Some of the important terms of this Agreement are printed on Page 2. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 are incorporated in this document and will constitute a part of the Agreement between the parties when signed.

TO: Marina Coast Water District	DATE: _____
920 2 nd Ave., Ste. A	Agreement No. _____
Marina, CA 93933	

The undersigned Consultant offers to furnish the following:

Contract price \$ _____

Completion date _____

Instructions: Sign and return original. Upon acceptance by the Marina Coast Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Marina Coast Water District

Accepted:

By: Mary Lagasca

By:

Title: Director of Admin. Services

Title:

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with the Marina Coast Water District that:

1. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
2. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Marina Coast Water District, its directors, officers, employees, or authorized volunteers.
3. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file with the Marina Coast Water District the certificate required by Labor Code Section 3700.
4. This paragraph is part of the contract. ☒ Yes or No (Circle One) Consultant acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of

Consultant under this Agreement, including those specified in paragraph 1 shall specifically include claims and demands involving, arising out of or related to MEC.

5. This paragraph is part of the contract. ☒ Yes or No (Circle One) Consultant will file with the Marina Coast Water District, before beginning professional services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Marina Coast Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least Three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

6. This paragraph is part of the contract. ☒ Yes or No (Circle One) Consultant will file with the Marina Coast Water District before beginning professional services, certificates of insurance satisfactory to the Marina Coast Water District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Marina Coast Water District. If the work involves MEC per paragraph 4, above, all insurance maintained by Consultant shall include coverage for services, work in or around MEC, and claims, demands and injuries related in any way to this Agreement which arise from MEC. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Marina Coast Water District, its officers, directors, employees, or authorized volunteers shall not contribute to it". The general liability insurance shall give Marina Coast Water District, its officers, directors, employees and its authorized representatives and volunteers insured status using ISO endorsement CG2010, CG2033 or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII or as otherwise approved by the Marina Coast Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

7. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to the District at least ten (10) days prior to the expiration date.
8. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
9. Final Payment, unless otherwise specified on Page 1, is to be within 30-days after acceptance by the Marina Coast Water District.
10. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.
11. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental agreement by the Marina Coast Water District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.
12. The Consultant shall not assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the Marina Coast Water District. Further, none of the services covered by this agreement shall be subcontracted beyond that which is specifically noted in the Consultant's proposal unless approved by the Marina Coast Water District in writing.
13. This Agreement supersedes and integrates all prior writings and understandings between the parties concerning, is binding on the parties and their successors, and may be amended only by written agreement signed by the Marina Coast Water District and the Consultant. This Agreement may be signed in counterparts, each of which when fully executed shall be considered a duplicate original document. Both parties have participated fully in the review and revision of this Agreement, and neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.
14. The parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by either party, the parties will within ten days select a single mediator, or if the parties cannot agree, they shall ask the then presiding Judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen days of such selection.

ATTACHMENT B

NON-DISCLOSURE AGREEMENT (NDA)

Marina Coast Water District (MCWD)

Collection Services for Delinquent Accounts

NON-DISCLOSURE AGREEMENT (NDA)

Marina Coast Water District (MCWD)

Collection Services for Delinquent Accounts

This Non-Disclosure Agreement ("Agreement" or "NDA") is entered into as of _____, **20** ("Effective Date"), by and between the Marina Coast Water District, a California public agency ("District" or "MCWD"), and _____ ("Recipient," "Contractor," or "Vendor").

The District and Recipient may each be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The purpose of this Agreement is to permit the Recipient to receive, access, process, transmit, or otherwise use certain confidential and sensitive information solely for purposes related to the performance of collection services for delinquent utility accounts on behalf of the District.

The Recipient acknowledges that the District may disclose confidential information, personally identifiable information (PII), customer account information, financial records, and other protected information necessary for performance of services.

2. CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" includes any information disclosed by the District in written, electronic, verbal, visual, digital, or other form, whether or not marked confidential, including but not limited to:

- Customer names;
- Service addresses;
- Mailing addresses;
- Telephone numbers;
- Email addresses;
- Account numbers;
- Billing and payment histories;
- Utility balances and delinquency records;
- Financial account information;
- Driver's license numbers;
- Taxpayer identification numbers;

- Social Security numbers;
- District operational information;
- Internal reports, policies, and procedures;
- Network, system, cybersecurity, or technical information;
- Any information protected by law.

Confidential Information shall include all copies, summaries, reports, extracts, analyses, derivatives, and reproductions created from District information.

3. EXCLUSIONS

Confidential Information shall not include information that:

1. Is or becomes publicly available through no fault of the Recipient;
2. Was lawfully known by the Recipient prior to disclosure by the District;
3. Is lawfully obtained from a third party without breach of confidentiality obligations;
4. Is independently developed without use of District Confidential Information;
5. Is required to be disclosed by law, court order, subpoena, or governmental authority.

If disclosure is legally required, the Recipient shall provide prompt written notice to the District unless prohibited by law.

4. RECIPIENT OBLIGATIONS

The Recipient shall:

Requirement	Obligation
Use Restriction	Use Confidential Information solely for performance of services authorized by the District
Limited Access	Restrict access to authorized personnel with a legitimate business need
Safeguards	Maintain administrative, technical, and physical safeguards to protect information
Security	Maintain cybersecurity controls including antivirus, endpoint protection, access controls, and secure authentication
Transmission	Use secure methods for electronic transmission and storage
Training	Ensure personnel are trained regarding privacy and confidentiality obligations

Subcontractors	Ensure subcontractors comply with equivalent confidentiality requirements
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The Recipient shall exercise at least the same degree of care used to protect its own confidential information, but no less than reasonable care.

5. PROHIBITED ACTIVITIES

The Recipient shall not:

- Sell, share, distribute, or disclose District information for any unauthorized purpose;
- Use District information for marketing, solicitation, analytics, or unrelated business activities;
- Retain District information beyond what is necessary to perform services;
- Copy, export, transfer, or remove District information except as authorized;
- Access District systems, networks, servers, databases, VPN, Active Directory, or infrastructure unless expressly authorized in writing;
- Attempt to circumvent District cybersecurity protections or access restrictions.

The Recipient shall not pursue legal action, judgments, wage garnishments, liens, or other legal recovery mechanisms involving District accounts without prior written authorization from the District.

6. CYBERSECURITY INCIDENTS AND BREACH NOTIFICATION

The Recipient shall immediately notify the District, and no later than seventy-two (72) hours after discovery, of any actual or suspected:

- Cybersecurity incident;
- Unauthorized access;
- Privacy breach;
- Loss or compromise of Confidential Information;
- Disclosure of personally identifiable information;
- Security event affecting District information.

Notification shall include:

- Nature of the incident;
- Type of information affected;
- Corrective actions taken;
- Mitigation efforts;

- Estimated impact to District operations or customers.

The Recipient shall cooperate fully with the District regarding investigation, mitigation, notification, and remediation.

7. CALIFORNIA PRIVACY COMPLIANCE

The Recipient shall comply with all applicable federal, state, and local laws governing privacy, confidentiality, cybersecurity, and debt collection, including but not limited to:

- Fair Debt Collection Practices Act (FDCPA);
- California Rosenthal Fair Debt Collection Practices Act;
- California Consumer Privacy Act (CCPA);
- California data breach notification requirements;
- Applicable California Civil Code and Business and Professions Code provisions.

8. RETURN OR DESTRUCTION OF INFORMATION

Upon expiration, termination, or written request of the District, the Recipient shall return or securely destroy all District Confidential Information and personally identifiable information within thirty (30) calendar days unless otherwise required by law or directed in writing by the District.

Upon request, the Recipient shall certify in writing that destruction has occurred.

9. PUBLIC RECORDS

The Recipient acknowledges that the District is subject to the California Public Records Act ("CPRA").

Nothing in this Agreement shall prevent the District from disclosing records where required by law.

The Recipient acknowledges that marking information as confidential does not automatically exempt such information from disclosure.

10. INJUNCTIVE RELIEF

The Recipient acknowledges that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm to the District.

The District shall be entitled to seek injunctive relief, equitable remedies, damages, or any other remedies available under law without requirement to post bond.

11. INDEMNIFICATION

The Recipient shall defend, indemnify, and hold harmless the District, its Board members, officers, employees, agents, and representatives from claims, damages, liabilities, penalties, fines, attorney's fees, cybersecurity incidents, privacy breaches, or losses arising from the Recipient's acts, omissions, negligence, misconduct, unauthorized disclosures, or violations of law.

12. TERM

This Agreement shall remain in effect during the term of services and shall survive expiration or termination of any resulting agreement for a period of five (5) years, or longer if required by applicable law.

Obligations regarding personally identifiable information, cybersecurity incidents, and legally protected information shall survive indefinitely to the extent required by law.

13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

Venue for any legal action shall be Monterey County, California.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding confidentiality and supersedes prior oral or written understandings relating to the subject matter herein.

No amendment shall be effective unless in writing and signed by authorized representatives of both Parties.

SIGNATURES	
MARINA COAST WATER DISTRICT	RECIPIENT / CONTRACTOR
	Company Name:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: