

**COLLECTION AGENCY SERVICES FOR EMS
OKALOOSA COUNTY BOARD OF COMMISSIONERS,
FLORIDA**



RFP # EMS 63-14

PROPOSAL DUE: July 18, 2014 @ 4:00 P.M.

**NOTICE TO PROPOSERS
COLLECTION AGENCY SERVICES FOR
EMERGENCY MEDICAL SERVICES (EMS)
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and County policy, request proposals from agencies for Collection Agency Services for EMS. The County desires services of a qualified collection agency with proven performance as outlined in the Scope of Services.

Agencies desiring consideration should provide an **original** and five (5) copies of their Request for Proposal (RFP) with the agency's areas of expertise identified. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must be original signatures in blue ink.** Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview, FL 32536, 850-689-5960, or downloading them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m., July 18, 2014** in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof "**Collection Agency Services for EMS.**" Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiating agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Okaloosa County Purchasing Department
602-C North Pearl St
Crestview, FL 32536

Zan Fedorak
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL

Charles K. Windes, Jr.
Chairman

Deputy Clerk

SCOPE OF WORK

These specifications are intended to provide the information by which qualified vendors may understand the requirements of Okaloosa County relative to Collection Agency Services.

General Guidelines and Requirements:

1. Accounts to be turned over for collections will on average be 180 days past due. The number of accounts turned over to collections during the last 3 calendar years with the corresponding dollar amounts are as follows:
 - a. CY 2011: 2,559 accounts totaling \$1,430,729.71
 - b. CY 2012: 3,393 accounts totaling \$1,947,034.24
 - c. CY 2013: 2,827 accounts totaling \$1,502,910.84
2. The Provider shall have sufficient staff and facilities to provide a full scope of collection services, including, but not limited to, mail tracings.
3. The Provider must adhere to public law 95-109 (Fair Debt Collection Practices Act) in our collection practices, both written and verbal.
4. When and if litigation becomes necessary, no action may take place until a thorough credit study has been completed at no charge to Okaloosa County EMS and without prior written permission from Okaloosa County's Attorney.
5. In the event a debtor would contact Okaloosa County EMS after an account was transferred to the collection firm, they will be referred to the collection company.
6. The Provider attests that it shall obey all laws, standards, prudent business practices, and ethics in collecting accounts. Clients shall not be subjected to undue intimidation or threats to secure collection.
7. The Provider shall provide and pay for all materials, labor, attorney and/or legal fees, incidentals, and all other services and/or facilities of any nature whatsoever that may become necessary to execute, complete and deliver quality service.
8. The Provider will be required to provide proof of registration as a commercial collection agency in good standing with the State of Florida and appropriate local licensure.
9. Provider must permit audits, as requested by Okaloosa County internal and/or external auditors. Okaloosa County EMS will not be responsible for the costs of any audits and the firms must permit audits by any appropriate internal/external auditors.
10. Provider must agree not to add, delete, or change in anyway, an account without

prior written authorization from Okaloosa County EMS.

11. Provider must submit a yearly report of all accounts received, collected and outstanding, including an explanation of all accounts which have not had any payment activity. The Provider shall also be required to submit no less than monthly, a list of all accounts it deems uncollectible with a detailed description of all collection efforts undertaken and rationale for conclusion to Okaloosa County EMS. Okaloosa County EMS reserves the right to remove accounts which were originally placed.
12. Provider must agree that any lawsuits incurred as a result of handling Okaloosa County EMS accounts will not be the responsibility of Okaloosa County.
13. Debtor Information: At a minimum, the Provider will provide the following information to the selected firm for each debtor:
 - a. Patient's name and/or guarantor if different than the person who received the services.
 - b. Last known address and phone number.
 - c. Social Security number and or Federal ID number on record.
 - d. Amount due.
 - e. Date of service.
14. Accounts Activity Report: Provider must make available via a secure website, a monthly activity report of all account balances to Okaloosa County EMS, which will be due no later than the fifteenth of each month for the prior month's activity. Reports should reflect the minimum Information:
 - a. Patient's name.
 - b. Account number.
 - c. Date and dollar amount submitted to collection firm.
 - d. Number of customer contacts and type of contacts made (phone, mail). At its discretion, Okaloosa County may request copies of contact verification via audit trails from collection firm.
 - e. Collection fee per account.
 - f. Monthly payments arranged with patient.

- g. Balance due
15. Completed Accounts (accounts paid in full). Reports should reflect the following minimum information:
 - a. Patient's name.
 - b. Date and dollar amount submitted to collection agency.
 - c. Firm collection fee per account.
 - d. Total dollars collected.
 - e. Firm's total payment based on assessed collections percentage.
 16. The payment of fees by Okaloosa County is contingent upon collection. There shall be no payment paid on any account on which no collection was made.
 17. The Provider shall place all accounts on the National Credit Report within 45 days of no activity by the patient and shall remain on the report until account is paid in full or seven (7) years, it shall only be removed with written permission from Okaloosa County EMS.
 18. The Provider must be available for quarterly meetings with Okaloosa County EMS personnel to discuss billing and collection issues.
 19. The Provider must maintain a professional and open line of communication with personnel from Okaloosa County EMS.
 20. The Provider shall abide by all HIPAA rules that are in place and have the ability to conform to and comply with future changes. Submit documentation reflecting compliance with provisions of HIPAA HITECH in accordance with the American Recovery and Reinvestment Act of 2009.

Evaluation Criteria

Evaluation and ranking of all proposals will be made by a review team approved by the county based on the following criteria:

1. Percentage cost of collections (Fee Structure)
2. Narrative work plan including collection practices
3. Qualifications of firm and staff
4. Experience on comparable entities serving
5. References

INSURANCE REQUIREMENTS

Contractor's Insurance

1. The CONTRACTOR shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the CONTRACTOR.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the CONTRACTOR.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the CONTRACTOR, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the CONTRACTOR to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of CONTRACTOR shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any

associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

1. The CONTRACTOR shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the CONTRACTOR shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the CONTRACTOR himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

1. The CONTRACTOR shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The CONTRACTOR shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the CONTRACTOR shall notify the County representative in writing. The CONTRACTOR shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability

insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractor’s Liability
 - 4.) Completed Operations and Products Liability

5. CONTRACTOR shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$1,000,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

Property Insurance

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost. Any deductible amount is the responsibility of the CONTRACTOR. This insurance shall (1) include as an insured the OWNER, CONTRACTOR, ENGINEER, and any others who have an insurable interest, (2) be written on a Builder’s Risk special cause of loss policy form; (3) include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects); (4) cover materials and equipment stored on the site or at another location that was agreed in writing by the OWNER prior to being incorporated in the Work; (5) allow for partial utilization of the work by the OWNER; (6) include testing and start up and, (7) be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER , CONTRACTOR, and

ENGINEER with thirty (30) days written notice to each other entity to whom a certificate of insurance is issued.

Notice of Claims or Litigation

The CONTRACTOR agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the CONTRACTOR's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the CONTRACTOR becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification & Hold Harmless

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this contract.

Certificate of Insurance

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
4. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, CONTRACTORS having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that CONTRACTOR also submits a brief company financial statement.

5. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the CONTRACTOR's full responsibility. In particular, the CONTRACTOR shall afford full coverage as specified herein to entities listed as Additional Insured.
6. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the CONTRACTOR has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
7. In the event of failure of the CONTRACTOR to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by CONTRACTOR upon presentation of a bill.

General Terms

Any type of insurance or increase of limits of liability not described above which, the CONTRACTOR required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the CONTRACTOR of any responsibility under this contract.

Should the CONTRACTOR engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The CONTRACTOR hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the CONTRACTOR under all the foregoing policies of insurance.

Umbrella Insurance

The CONTRACTOR shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

SPECIAL CONDITIONS

1. **Proposal Information** - Questions concerning proposal requirements or specifications should be directed to the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, Florida 32536, at 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.

2. **Compliance with Florida Statute 119.071** - The CONTRACTOR shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the CONTRACTOR: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract.

3. **Right to Waive and Reject**
 - A. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

 - B. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal.

4. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
 - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

 - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

 - C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.

 - D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - F. Default under previous contract.
 - G. The Board, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
5. **Conditional and Incomplete Proposals** - The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the proposal.
6. **Investigation of Proposer** - The owner may make such investigations as he deems necessary to determine the stability of the Proposer to perform the work and that there is no conflict of interest as it relates to the project. The proposer shall furnish to the owner any additional information and financial data for the purpose as the owner may request. The data shall include a detailed and up-to-date list of plant equipment and materials which proposer proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
7. **Preparation of Proposals** - Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any proposal may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting proposals.
8. **Indemnification & Hold Harmless** - To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.
- Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.**
9. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer,

director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

10. **Identical Tie Proposal** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

11. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

13. **Proposal Opening Information** - Proposal Opening shall be public, on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

14. **No Contact Clause** – The Okaloosa County Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (Formal Bids, Requests for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The Period commences when the procurement document is received and terminates when the Board of County Commissioners approves the award.

Note: For proposer's convenience, the certificate form is enclosed and is made part of the bid package.

15. **Payments** – The contractor shall be paid upon submission of invoices, in duplicate, to the Okaloosa County Facility Maintenance Department, 5489 Old Bethel Rd, Crestview FL 32536; Attn: Don Turner. The invoices must confirm to the prices stipulated herein for articles delivered and accepted.

16. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Contractors doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator, or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On this _____ day of _____, 2014 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Proposer's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the COUNTY upon request.

=====

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____ 2014 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work in **providing collection agency services for EMS for costs set forth in the attached proposal** in strict conformity with the provisions of this Contract, the Notice to Proposers, the Specifications and the Proposal approved by the Owner. The said Specifications, the Notice to Proposers, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

As security for the full and faithful performance of this contract and all the incidents thereto, the Party of the Second Part will make and furnish a Performance Bond and Payment Bond with _____ as Surety, which is accepted by Parties of the First Part and made a part of this contract.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

This contract shall be in effect upon completion of signatures by both parties and shall run through _____. This contract may be renewed upon agreement by both parties for an additional _____ periods. Attached prices shall be fixed until _____. Attached prices may be adjusted annually during the renewal period per written agreement by both parties and based on the Producers Price Index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics, for the price of goods. The only addition increase during the contract period would be due to the postage costs.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

REPRESENTATIVES: The authorized representative of the County shall be:

Dino Villani
Okaloosa County Public Safety
90 College Blvd East
Niceville, FL 32578
850-651-7150
E-Mail: dvillani@co.okaloosa.fl.us

The authorized representative for _____ shall be:

E-mail _____

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Joanne Kublik
Contracts & Leases
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jkublik@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

Contractor

BY _____

TITLE

STATE OF FLORIDA
COUNTY OF OKALOOSA

This contract is accepted this _____ day of _____ 2014 and is effective on the _____ day of _____ 2014.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

BY _____
Charles K. Windes, Jr., Chairman

**EMS COLLECTION SERVICES
RANKING SHEET
BID # EMS**

COMPANY NAME				
Percentage Cost of Collections (Fee Structure) - 30 pts				
Narrative Work Plan Including Collections Practices - 25 pts				
Qualifications of Firm and Staff - 25 pts				
Experience on Comparable Entities Serving - 15 pts				
References - 5 pts				
TOTAL				

Person Scoring (Print) _____

Signature _____

Date _____

EVALUATION CRITERIA

Evaluation and ranking of all proposals will be made by a review team approved by the County based on the following criteria:

	<u>Criteria</u>	<u>Points</u>
1.	Percentage cost of collections (Fee Structure)	30
2.	Narrative work plan including collection practices	25
3.	Qualifications of firm and staff	25
4.	Experience on comparable entities serving	15
5.	References	5