

CITY OF FORT WALTON BEACH REQUEST FOR PROPOSALS RFP #20-005

Collection Agency Services



Issued By:

Purchasing Division
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Fort Walton Beach, Florida 32548
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Responses Due: March 17, 2020

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1.0 **REQUEST FOR PROPOSALS DEADLINE: MARCH 17, 2020**

2.0 **PURPOSE:** The purpose of this Request for Proposals (RFP) is to seek responses from qualified Proposers to conduct Debt Collection Services for the City of Fort Walton Beach, Florida. These services will maximize collections of authorized departmental delinquent accounts, using the most cost-effective methods and the highest professional standards.

3.0 **OVERVIEW:** The debt collection services provided pursuant to this RFP, shall be available for all debts owed to the City of Fort Walton Beach. Debts can include:

- Utility charges,
- Fines,
- Fees,
- Permits,
- Assessments,
- Code enforcement,
- Tickets, and
- Any other type of receivable that is capable of being collected with the exception of revenues specifically governed by separate statutes such as revenues from taxes, investments, federal grants and debts of cities and towns.

4.0 **INTENT:** It is intended that this RFP result in an award to a qualified Proposer who will provide department collection services to any authorized agency of the City of Fort Walton Beach.

4.1 The City is customer service-oriented and firmly believes in a positive approach in dealing with debtors. **The successful Proposer shall not use tactics that may be interpreted as harassment or demeaning or that may reflect poorly on the City's efforts.** The City prohibits any collection enforcement procedures not consistent with the City's requirements. The City requires the successful Proposer to exercise high ethical standards in their collection philosophy and techniques. The successful Proposer shall conduct its collection business in a professional manner, which will preserve the dignity of the City and its relationship with its citizens.

4.2 The successful Proposer shall adhere to the Federal Fair Debt Collection Act, which regulates third-party debt collectors, and the Florida Debt Collection Procedures Laws, as they apply to both creditors and third-party collectors.

4.3 It is the City's goal to turn over delinquent accounts within ninety (90) days from the delinquency date. The awarded agency will have ninety (90) days to work each delinquent account. If not successful in collecting all or a portion of the account after ninety (90) days from receipt from the City, the delinquent account may be considered for withdrawal and return to the City. No fees shall be paid for payments collected subsequent to the withdrawal of such accounts.

5.0 TERM OF CONTRACT – The City desires to contract for services for an initial term of one (1) year, with four (4) one (1) year options available, at the mutual consent of both parties.

6.0 PERFORMANCE SCHEDULE: The winning bidder shall commence performance on JUNE 15, 2020.

6.1 The City reserves the right to select any, all or none of the services offered in a particular year of the agreement.

7.0 BACKGROUND:

The majority of accounts currently submitted for collection are past due utility accounts; however, we also submit fire inspections, parking tickets, code enforcement fees, etc. Listed below is a 10-year history for unpaid utility bills submitted for collections:

<u>YEAR</u>	<u># of Accts</u>	<u>AMOUNT</u>	<u># of Recovered Accounts</u>	<u>Amount Recovered</u>	<u># Not Recovered</u>	<u>Amount Unrecovered</u>
2018-19	375	\$69,064.48	45	\$ 9,171.97	330	\$56,892.51
2017-18	398	\$69,552.15	74	\$ 9,356.81	323	\$60,195.34
2016-17	431	\$75,989.32	105	\$14,631.83	326	\$61,357.49
2015-16	484	\$94,122.68	127	\$18,931.52	357	\$75,191.16

Prior to fiscal year (FY) 2015-16, on 9/2/2015 the City submitted the following:

All past due		\$179,252.67	194	\$27,472.81	xxx	\$151,779.86
2014-15	546	\$85,402.47				
2013-14	482	\$85,581.72				
2012-13	432	\$71,594.76				
2011-12	515	\$90,272.12				
2010-11	436	\$74,337.62				
2009-10	490	\$83,302.55				
2008-09	464	\$77,337.07				

8.0 SCOPE OF WORK: The Successful Proposer(s) shall provide the following services:**8.1 Service Requirements**

- 8.1.1 Perform all necessary services on the City's behalf in order to obtain collection of amounts due to the City on accounts submitted to the collection agency.
- 8.1.2 Collection activities which include, but are not limited to, telephone contact, mail correspondence, skip tracing, and credit bureau reporting.
- 8.1.3 Provide detailed monthly reports, by department (e.g., Finance-Utility and Miscellaneous Receivables, Fire, and Permitting, etc.) for all items.
- 8.1.4 Acknowledge new accounts submitted.
- 8.1.5 Provide the status of all accounts submitted.
- 8.1.6 Provide accounts no longer being pursued, and the reason why.
- 8.1.7 Report on active accounts showing the amount submitted, amount paid in the current period (30 days), amount paid to date, balance remaining on the account, and amount of commission resulting from any current payment.
- 8.1.8 Provide a summary report detailing, by year, the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date.
- 8.1.9 Remit the amount due to the City resulting from payments made directly to the agency by the 15th of each month.
- 8.1.10 Return to the City, at no charge or billed commission, any account that was placed in error, or any account previously submitted but requested returned by the City for City and/or legal follow up and collection.
- 8.1.11 Only upon approval by the City's Finance Director will the agency pursue legal action for collection.
- 8.1.12 Have established internal computer systems to accept and communicate with all City computer systems to provide acceptance and information of City's file transmissions.
 - **Proposer shall accept excel spreadsheets from City, of delinquent accounts, and Proposer shall transfer that data into their own system. City staff will not provide data entry services for transferring information, via "online entry" or other such methods.**
- 8.1.13 Accept any account submitted to the agency regardless of account amount or age of receivable.

- 8.1.14 Provide notification to the City, during same business day, of any file transmission error or system interruption, and verification to the City of receipt of the completed file transmission.
- 8.1.15 Provide a primary and secondary contact to the City for daily operational issues.
- 8.1.16 Meet with the City at least biannually.
- 8.1.17 Provide a 24-hour response time to respond to the City's Customer Service Supervisor.
- 8.2 Confidentiality: The successful Proposer shall maintain confidentiality of all documents and information provided by the City, except as to disclosure required by State and Federal laws and regulations.
- 8.3 Records:
- 8.3.1 The Successful Proposer must maintain a complete, separate and detailed record of each account (using the City's account, citation, or case number), including all collection actions taken for related transactions and communications, for a period of no less than six years after termination of the collection action of each account.
- The Successful Proposer shall grant the City access to these records for inspection purposes during reasonable business hours for a minimum of six years after termination of the collection contract.
- 8.3.2 The Successful Proposer shall employ a Certified Public Accountant firm to perform an annual financial audit of the Successful Proposer.
- A copy of the audit report and any management letters or auditor comments relevant to the Successful Proposer's fiscal/management practices affecting or having the potential to affect the performance of services described in this RFP and resulting contract shall be sent to the Finance Director on an annual basis for each year covered by the contract for services.
 - The City will have the right to request or perform an audit of the Successful Proposer's books and records at any time.
- 8.4 Types of Referrals:
- 8.4.1 General Accounts - shall mean utility bills, fines, rents, assessments, fees, penalties, past due accounts, or other amounts owed to the City.
- The Successful Proposer shall accept referrals from the City only through the Finance Director or designee for General Accounts.

- The Successful Proposer(s) shall not have full rights to the accounts and shall only be able to pursue collections on behalf of the City.
- The City shall provide copies of documentation as required by the Successful Proposer to respond to debtors' requests. The City will make every effort to provide all pertinent information to the Proposer through the account referral data in a format approved by the City.
- The Successful Proposer shall allow for time payment agreements and place this statement on all collection notices. The Finance Director shall set parameters in which the Successful Proposer may accept a payment agreement without permission of the City.
- The Successful Proposer shall not have authority to accept a compromise settlement on any account without written consent of the Finance Director for General Accounts. This consent may be accomplished by setting parameters in which the Successful Proposer may accept a settlement without permission.

8.4.2 NSF / Returned Checks - shall mean any check not honored and returned to the City for any reason, except "Stop Payment" checks. Check may be drawn on US or Canadian banks.

- Currently, City NSF/returned check fees are \$25. The rate is provided in the Comprehensive Fee Schedule and may be adjusted at any time.
- At the sole discretion of the Finance Director, the Successful Proposer shall receive date on NSFs from the City in a timely manner. Within 15 days of receipt of an NSF/returned check, the Successful Proposer shall provide any notices to the debtors that are required by law and/or necessary to collect the debt owed the City. At the end of the 15-day period, at the sole discretion of the City, collection efforts on the NSF/returned check may be continued as a General Account collection item.
- Stop payments will be handled at the discretion of the City.

8.5 Collection Fees & Costs:

8.5.1 General Accounts -

- For all General Accounts referred by the City, unless otherwise instructed by the Finance Director, the Successful Proposer's fee shall be added by the Successful Proposer to the principal

amount of the debt, collected by the Proposer from the debtor, and deducted by the Proposer prior to remitting the principal amount to the City, as presently authorized by state law.

- Should there be changes in laws or City policy that allow a different method for recovering collection, the Successful Proposer shall modify its methods accordingly, upon instruction from the Finance Director and execution of an amendment(s) to the Contract.
- If an account is reduced or cancelled by the City, no collection fee will be due to the Proposer for the amount so reduced or cancelled or as otherwise stated in the contract.
- If the bankruptcy court discharges the Successful Proposer's fee, the Successful Proposer shall be entitled to a percentage equal to the Successful Proposer's fee of the non-dischargeable debt collected. The Successful Proposer shall deduct this amount prior to remitting the remaining principal amount to the City.

8.5.2 NSF / Returned Checks –

- For all NSF/Returned checks referred by the City, unless otherwise instructed by the Finance Director, the City's NSF/returned check fee and the principal amount shall be collected by the Successful Proposer(s) from the debtor.

8.6 Remittance:

8.6.1 The Successful Proposer(s) shall forward by the 15th of the month following the collection, all monies collected together with a statement of original balance, fee assessed, amount of payment and balance to the City.

8.6.2 If a partial payment is collected, the Successful Proposer shall remit a pro-rata share to the City. For example, if the amount owed the City is \$100 and the collection fee is \$20 (total due of \$120) and \$90 is collected, the Successful Proposer(s) would remit \$75 to the City ($100/120 \times 90$) and would retain \$15 ($20/120 \times 90$).

8.6.3 If the Successful Proposer receives payment from a debtor who owes money to other parties not related to the City, the Successful Proposer shall pay the City first, unless specifically directed otherwise by the debtor.

8.7 Reporting: The Successful Proposer shall have a comprehensive computerized system to report account status, collection statistics, and other information as required by the City on a daily, monthly, annual or other basis. Reports shall be received no more than 7 days after completion of the appropriate period. Provided below is the minimum reporting requirements, subject to change at the sole discretion of the Finance Director.

- 8.7.1 Cash Activity Report: This report tracks by City of Fort Walton Beach departments, on a monthly and annual basis, the total dollars collected, fees collected, interest collected, and dollars remitted to the City.
- 8.7.2 Referral Report: This report tracks by City of Fort Walton Beach departments, on a monthly and annual basis, the number of accounts and dollars referred into active collection.
- 8.7.3 Monthly Transaction Journal: This report tracks all postings to any City account and department. Each posting tracks amounts allocated to principal, Successful Proposer fees, interest, legal costs or fees and NSF checks.
- 8.7.4 Aging Report: This report tracks the current balance owing, amount collected on each account during the previous month and year-to-date, and the age of each account since referral by the City.
- 8.8 Reporting to Credit Bureaus: The Successful Proposer shall provide details on their current reporting process.
- 8.9 Disputed Accounts:
 - 8.9.1 The Successful Proposer shall accept and process all written disputes in compliance with all Federal and State laws. The City will work with the Successful Proposer to validate the debt.
 - 8.9.2 The Successful Proposer may not assign or subcontract any portion of its contract with the City without the written consent of the Finance Director.
 - 8.9.3 A minimum amount may be set by the City for credit bureau reporting.

9.0 FEE SCHEDULE:

- 9.1 Proposals shall include all costs and fees to initiate the service for the City including all ongoing and future operational costs. Responses shall clearly detail their offer whether it is based on a percentage fee or a flat fee per client.
- 9.2 Fees shall identify reoccurring charges such as with the flat fee per client.
- 9.3 Proposers shall include an example of what the fees would be based on the accounts submitted for collection.
- 9.4 Rates included in the basic fee schedule made part of this bid shall be firm, not subject to change.

10.0 PROPOSER'S QUALIFICATIONS:**10.1 Proposals shall include, at minimum, detailed information regarding:**

- the company's background,
- company & staff experience, including expertise working with local military clientele,
- a representative list of customers of similar scope and type of clientele, including contact numbers,
- the results to any challenges brought against the Proposer's collection methods and/or results, and any unique qualifications possessed by the proposer.

10.2 The ability of the Proposer, as an entity, and identified key personnel, as individuals, to accomplish this task shall be described in the Proposal, and will be considered in the process of Proposal evaluation.

10.3 This description shall be in detail as to the adequacy of finances, personnel, facilities, and experience to execute the work proposed in this document. Proposers shall furnish written information that is necessary to determine its responsibility and competency to successfully accomplish this project, which includes furnishing the Proposer's success rate for collection of municipal and/or utility accounts.

10.4 The evaluation and determination of the fulfillment of the above requirement will be determined by the City, and its judgment shall be final.

10.5 References - Submit the names of at least 4 organizations that your firm has performed the same work. Give a contact name with each reference.

- The City reserves the right to conduct reference checks for firms submitting proposals. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on this RFP and subsequent RFPs, the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the contractor.

11.0 RFP SCHEDULE: The following identifies the RFP process schedule:

RFP PROCESS	DATE
Request for Proposals Issued	February 18, 2020
Proposals Due	March 17, 2020
Evaluation Committee Meeting (tentative date)	April 1, 2020
City Council award (tentative date)	April 28, 2020

12.0 EVALUATION PROCESS - It is intended that one company shall be selected to perform these services for the City of Fort Walton Beach. Your proposal will be evaluated by the information you submit, and scored based on the criteria and weighting identified below. Submittals will not be returned to the companies submitting an RFP.

12.1 EVALUATION CRITERIA

- 12.1.1 **20%** - RFP Requirements compared to other proposers – Proposer’s ability to meet requirements listed within this RFP.
- 12.1.2 **15%** - Experience - Number of years experience with government collections activities.
- 12.1.3 **15%** - Quality/Services Offered – Quality and scope of services offered
- 12.1.4 **15%** - Cost of services and anticipated net return to the City
- 12.1.5 **15%** - Service evaluations provided by agency’s references
- 12.1.6 **10%** - Categorical collections success rate
- 12.1.7 **5%** - Local Merchant Preference as defined in City’s Purchasing Policies (See Page 21)
- 12.1.8 **5%** - MBE Certification - as defined in City’s Purchasing Policies (See Page 21)

12.2 RATING SYSTEM - The Selection Committee will rank all proposals utilizing the Weighted Rating System (see below). The sum of the Total Weighted Ratings assigned by the committee members will be used to rank the proposals.

12.2.1 Criteria Weighting:

Proposal Evaluation Form				
Evaluator:		Date:		
Respondent:				
Criteria	Rating*	x	Weight	Score:
1. Meets Minimum Requirements (20%)		x	0.20	
Subtotal of Points				
2. # of Years of Experience with Govt Collection Agencies (15%)		x	0.15	
Subtotal of Points				
3. Quality & Scope of Services offered (15%)		x	0.15	
Subtotal of Points				
4. Cost of Services & Anticipated Net Return to City (15%)		xx	0.15	
Subtotal of Points				
5. References (15%)		x	0.15	
Subtotal of Points				
6. Categorical collections success rate (10%)		x	0.10	
Subtotal of Points				
7. Minority Business Enterprise (5%)	0 or 5	x	0.05	
Subtotal of Points				
8. Local Vendor Preference (5%)	0 or 5	x	0.05	
			100%	
Total Weighted Score:				

* Ratings: 1-Poor; Not Responsive, 2-Fair, 3-Average, 4-Good, 5-Excellent/Superior

12.3 EVALUATION COMMITTEE -

- 12.3.1 Evaluation Committee – An evaluation committee consisting of at least three staff members will be formed to review, score, and rank all proposals. The committee members shall review each proposal individually and score each proposal based on the evaluation criteria listed above. The committee will compile individual rankings for each proposal to determine committee recommendations. Submissions will be evaluated to determine those that best meet the needs of the City.
- 12.3.2 Evaluation Committee Meeting - The Evaluation Committee will meet at 10:00 a.m. on Wednesday, April 1, 2020 (tentative date) in the City Hall Annex Building - Training Room located at 105 Miracle Strip Parkway SW, Fort Walton Beach FL 32548.
- 12.3.3 Requests For Additional Information: During the proposal evaluation process, the City reserves the right to request additional written information to assist in the evaluation of these qualifications.
- 12.3.4 Presentations/Interviews - The City, at its sole discretion, may schedule presentations from the top ranked firm(s) either in person, or by phone. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. The final recommendation will be decided based on review of scores and consensus of committee.
- If presentations are elected, the Purchasing Agent shall schedule the time and location of these presentations and notify the selected firms. Presentation shall be limited to 30 minutes, including the question and answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified firm(s) for this project. Additional information and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.
 - A new scoring sheet shall be prepared, based on the identical criteria and weighing below, for each presenter. The scores from the submittal and from the presentation shall be averaged to determine the final ranking. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to begin negotiations with the highest ranked firm.
- 12.3.5 After evaluation and ranking of submittals, the City may at its sole discretion, elect to forego further consideration of firms and recommend the highest ranked firm to the City Council for award.
- 12.3.6 The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reasons for its rejection.

- 12.3.7 The Purchasing Agent, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to properly and accurately rate the submissions.
- 12.3.8 The Purchasing Agent, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements.
- 12.3.9 All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to the “short-list” for the purpose of obtaining best and final offers.
- 12.3.10 In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the FL Public Records Law, Chapter 119, Florida Statutes.

13.0 VENDOR PROTESTS: Proposers who do not agree with the City Council’s recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days after City Council award.

14.0 SUBMISSION OF PROPOSALS



14.1 **SUBMISSIONS:** In performing the evaluation, only information contained within the Proposal will be considered, unless otherwise stipulated and/or other clarifying information is requested by the City.

14.1.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFP.

14.1.2 **Be sure to address all criteria listed in the Scope of Work, Specifications and Criteria Sections.**

- Proposal response shall include a paragraph-by-paragraph response indicating how they do, or will comply with the specifications.
- The Proposal should not simply rephrase or restate the City’s requirements, but rather shall provide convincing rationale to address how the Proposer intends to meet these requirements.

14.1.3 **Copies – Please include:**

- One unbound original,
- Four (4) complete copies of the Proposal, and
- One (1) electronic copy of the proposal on a compact disk or thumb-drive, containing the proposal. **Proposal contained on**

electronic media shall be identical in all respects to paper copy submitted.

14.1.3 Proposers shall assume that the City has no prior knowledge of their company or experience, and will base its evaluation on the information presented in the Proposal.

14.2 ALTERNATE PROPOSALS: Proposer may offer an Alternate proposal. An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.

14.3 PROPRIETARY INFORMATION: In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFP’s and the responses thereto are public records and subject to public inspection. **If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall identify specifically any such information contained in their proposals and cite specifically the applicable exempting law.**

14.4 **All proposers shall direct communications and inquiries to:**

Giuliana Scott, CPPB, Purchasing Agent

City of Fort Walton Beach

105 Miracle Strip Pkwy. SW

Fort Walton Beach, FL 32548

Phone: (850) 833-9523

Fax: (850) 833-9643

Email: gscott@FWB.org



14.5 **Cut out and use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.**



Deliver to:
Purchasing Agent – City Hall Annex Building
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548

SEALED BID - DO NOT OPEN

SEALED RFP#: 20-005 – Collection Agency Services
DUE DATE/TIME: 03/17/2020 2:30 PM – Central Time

- 14.6 Copies of the Proposal Provisions and Forms may be found at the Bid Net Direct website at www.BidNetDirect.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org/rfps.
- 14.7 Additional technical information relative to this RFP may be obtained from Giuliana Scott, Purchasing Agent, at (850) 833-9523 or gscott@fwb.org during normal business hours.
- 14.8 **ADDENDUM AND AMENDMENT TO REQUEST FOR PROPOSAL:** If it is necessary to revise or amend any part of this RFP, the Purchasing Agent will post the addendum on the Florida Net Direct website at www.BidNetDirect.com and/or on the City's website at www.fwb.org/rfps. It is the Proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). The failure of a Proposer to submit acknowledgment of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.
- 14.9 **PROPERTY OF THE CITY:** All proposals received from proposers in response to this RFP will become the property of the City of Fort Walton Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 14.10 **INCURRED EXPENSES:** The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFP.
- 14.11 **PROPOSALS BINDING:** All proposals submitted shall be binding for ninety (90) calendar days following the proposal opening.

15.0 COMMUNICATIONS RESTRICTIONS

To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee except the Purchasing Agent, or its designee, during the submission and approval process, except as provided below.

- 15.1 **Questions:** Proposer shall address any questions regarding the proposal process, scope of work or specifications to the Purchasing Agent, in writing and in sufficient time before the period set for the receipt and opening of proposals.



- Inquiries received less than ten (10) days of the date set for receipt of submissions will not be answered or given any consideration.
 - The Purchasing Agent shall issue any interpretation for a proposer in the form of an addendum to the RFP as timely as possible.
 - However, if an addendum is issued, the Purchasing Agent will post the final addendum no later than five (5) days prior to the date set for receipt of RFPs.
- 15.2 **Point Of Contact** – During the post-bid opening & evaluation stage, the Purchasing Agent, or a designee, will continue to be the sole point of contact, and will initiate

any necessary communication with a proposer to obtain information or clarification to allow the evaluation committee to properly and accurately rate the proposals.

- 15.3 Discussion Of Proposals – The Purchasing Agent, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
- 15.4 **Additionally, the City prohibits communications initiated by a proposer to any City official, employee or committee member evaluating or considering the proposals prior to the time an award decision has been made.** If a Proposer initiates communications, that act may be grounds for disqualifying the proposer from consideration for award of the proposal.

16.0 GENERAL CONDITIONS OF PROPOSALS

- 16.1 **LATE PROPOSALS.** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.
- 16.2 **COMPLETENESS.** All information required by the Request for Proposals must be supplied to constitute a legitimate proposal.
- 16.3 **PUBLIC OPENING.** All proposals will be publicly opened and the list of proposers read aloud in the City Hall Annex Bldg. Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.
- 16.4 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA:** All proposers must contact the Purchasing Division prior to submitting a Proposal to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the RFP.
- 16.5 **AMERICANS WITH DISABILITIES ACT:** The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.
- 16.6 **CONFLICT OF INTEREST/PROPOSER'S WARRANTY:** The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.

- 16.7 **PROPOSER'S CERTIFICATION FORM:** Each proposer shall complete the "Proposer's Certification" form included with this request for proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the proposer's certification is not submitted with the proposal.
- 16.8 **DRUG-FREE WORKPLACE CERTIFICATION:** By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.
- 16.9 **PUBLIC ENTITY CRIMES FORM:** A person or affiliate, as defined in § 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 §287.01 of the Florida Statutes for category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
- 16.10 **NEGOTIATIONS**
- 16.10.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.
- 16.10.2 The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.
- 16.10.3 The company retained serves at the discretion, direction and the pleasure of the City of Fort Walton Beach.
- 16.11 **ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:** The City reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- 16.12 **CONTRACT AWARD:** The Proposer's proposal must be complete to be considered for award.
- 16.12.1 The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City reserves the right

to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.

- 16.12.2 The City of Fort Walton Beach reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
- 16.12.3 It is the City's intent to make an award within ninety (90) working days of the proposal due date.
- 16.12.4 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract. Awarded vendor will be given the City's contract compliance document to complete and return within thirty (30) calendar days of contract award.
- 16.13 EXECUTION OF AGREEMENT. Within fifteen (15) calendar days after issuance of the Notice of Award, the successful proposer will execute the Contract for Services and simultaneously provide any required bonds, indemnities and insurance certificates, not previously submitted.
- 16.14 FAILURE TO EXECUTE CONTRACT: Failure by the successful proposer to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award. In the event the award is cancelled, the award may then be made to the second lowest responsive and responsible proposer, or the City may reject all of the proposals. Contractors who default are subject to suspension and/or removal from the City's Proposers List.
- 16.15 PIGGYBACK TERMS; USE OF CONTRACT BY OTHER AGENCIES: Under the Florida Interlocal Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts.
- 16.15.1 The use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, other counties, and cities.
- 16.15.2 The submission of any proposal in response to this Request for Proposals constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposing bidder on the bid sheet.
- 16.15.3 Each governmental agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own agreements, purchases & services, and each shall be liable only for services ordered and received by it, and no agency assumes any liability by virtue of this bid.

- 16.16 LOCAL MERCHANT PREFERENCE: In accordance with Section 4.01.02 of the City of Fort Walton Beach Code of Ordinances, in operating within the policy of purchasing quality to suit the intended purpose at the least expense, every effort will be made to purchase from merchants located within the City.
- 16.16.1 If all bids/proposals received in response to a competitive procurement are for the same total amount or unit price, quality and service being equal, the procurement shall be awarded to the local merchant.
- 16.16.2 Local Merchant will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a local merchant, as defined in Section 2.18 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.
- 16.16.2 Exception to this Local Merchant Preference policy shall apply to:
- Purchases or contracts made under an emergency situation, as defined by Section 2.14 of the City's Purchasing Policies and Procedures.
 - Purchases funded in whole or part by a governmental agency (grant purchases).
- 16.16.3 The City Council may waive application of the local merchant preference.
- 16.17 MINORITY-OWNED / WOMAN-OWNED / SERVICE DISABLED VETERAN-OWNED / VETERAN-OWNED BUSINESS ENTERPRISE: Certification as a MBE/ WOB/SDVOB/VOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a Minority Business Enterprise, as defined in Section 2.20 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

17.0 TERMS AND CONDITIONS OF CONTRACT

CONTRACT REQUIRED. The City and the successful proposer(s) shall enter into a Contract for Services that will include, but not be limited to and may be superseded by such Contract, the following terms and conditions.

- 17.1 **INDEPENDENT CONTRACTOR STATUS; INDEMNITY.** At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
- 17.2 **COPYRIGHTED, CONFIDENTIAL INFORMATION.** If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement or any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.
- 17.3 **TIME IS OF THE ESSENCE.** A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer(s) will conduct all required work diligently and as specified by the City.
- 17.4 **ASSIGNMENT.** The successful proposer(s) may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.
- 17.5 **TERMINATION FOR CONVENIENCE:** The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Proposer for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.
- 17.6 **TERMINATION FOR DEFAULT:** The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited

to the payment for goods and/or services delivered and accepted as of the date of termination.

- 17.7 **RIGHT TO AUDIT RECORDS:** The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

17.8 PUBLIC RECORDS

IF RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509
clerk@fwb.org**

- 17.8.1 Winning Proposer shall keep and maintain public records required by the City to perform the services contained in this Contract. Upon request from the City's custodian of public records, Winning Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 17.8.2 Winning Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Winning Proposer does not transfer the records to the City.
- 17.8.3 Upon completion of the contract, Winning Proposer shall transfer, at no cost, to the City all public records in possession of the Winning Proposer or keep and maintain public records required by the City to perform the service. If Winning Proposer transfers all public records to the City upon completion of the contract, Winning Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If Winning Proposer keeps and maintains public records upon completion of the contract, Winning Proposer shall meet all applicable requirements for retaining public records.

- 17.8.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 17.8.5 Failure of Winning Proposer to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 17.8.6 If Winning Proposer fails to provide the public records to the City within a reasonable time Winning Proposer may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Winning Proposer has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

17.9 FISCAL YEAR FUNDING APPROPRIATION

- 17.9.1 SPECIFIED PERIOD. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.
- 17.9.2 CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL PERIODS. When funds are not appropriated or otherwise made available to support continuation of the Contract for Services in any subsequent fiscal period, the Contract may be terminated or modified. If the Contract is terminated, the contractor shall be entitled to reimbursement for any work delivered or conducted pursuant to the Contract.

17.10 FLORIDA PROMPT PAYMENT ACT

- 17.10.1 PROPER INVOICE. For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall include at least the following information:
 - o A description, including quantity, of the goods or services

- provided to the City reasonably sufficient to identify the goods or services;
 - The amount due, applicable discounts, and the terms of payment;
 - The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
 - The purchase order or contract number as supplied by the City;
 - Identification by office, division, or department of to whom the goods or services were delivered or provided;
- 17.10.2 DELIVERY OF INVOICE. All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable Division, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.
- 17.10.3 DELIVERY ACCEPTANCE REQUIRED. An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods or services to the correct City office, division, or department; there was acceptance by the City of the goods or services; and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.
- 17.10.4 INVOICE DISPUTE PROCEDURE. If there is a dispute between the City and contractor regarding an invoice, the City or contractor may initiate this invoice dispute procedure.
- Either party can initiate the dispute procedure, within 45 days after the receipt or denial of an invoice, by providing the other party in writing of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Financial Services Director.
 - The Financial Services Director shall review all materials and information and conduct a meeting with the contractor and the responsible City office, division, or department. The Financial Services Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute. The final decision shall be immediately mailed or hand-delivered to the contractor.
- 17.11 INSURANCE/PERFORMANCE BONDS: Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be continued in effect for the term of the contract. Should a Contractor fail to provide acceptable evidence of current insurance and/or a performance bond within seven

(7) days before the expiration date of an insurance policy or bond, the City shall have the right to terminate the Contract.

17.11.1 BONDS – Neither bid bond nor performance/materials bonds will be required.

17.11.2 INSURANCE: A successful proposer must provide evidence of insurance coverage, to be specified in the Contract and delivered at the time of execution of the Contract, which is equal or exceeds the City's minimum standards for this type of service. As outlined below, such insurance shall be written by a company licensed to do business in the State of Florida and have an A.M. best rating of at least A-.

- WORKERS COMPENSATION

Coverage A - To be in conformity with Fl Statutes

Coverage B - \$500,000/\$500,000/\$500,000

- COMMERCIAL GENERAL LIABILITY *

Each occurrence for:

- Bodily Injury/Property Damage \$1,000,000
- Products/Completed Operations \$1,000,000

Annual Aggregate for:

- Bodily Injury/Property Damage \$2,000,000
- Products/Completed Operations \$2,000,000

- Fire Damage: \$100,000
- Medical Payments: \$10,000
- Contractual Liability where applicable

* **Commercial General Liability must be on a comprehensive basis, including Personal Injury Liability, Products /Completed Operations, and must show City of Fort Walton Beach as an additional named insured with respect to these coverages.**

- All coverage above shall include the following provisions: the City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; and any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

- PROFESSIONAL LIABILITY/ERRORS & OMISSIONS:
 - Per Occurrence: \$1,000,000
 - Aggregate: \$1,000,000

- UMBRELLA
\$1,000,000 each occurrence / \$1,000,000 aggregate

- POLICY PROVISIONS
 - The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, Umbrella and Professional Liability Policies using an ISO Additional Insured Endorsement form CG2013 or its equivalent.
 - Coverage shall apply as Primary and non-contributory.
 - Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.
 - Notice will be delivered in accordance to Policy Provisions.

18.0 FORMS – (Attachments A thru H)

The forms listed below (Attachments A thru H) are to be completed and submitted with your Proposal, and are attached herein. Ensure that all of these documents are completed and submitted with your proposal.



Failure to include these forms may result in your submittal not being considered for the RFP “short-list”.

18.1

ATTACHMENT A

PROPOSER’S CERTIFICATION (RFP 20-005)

I have carefully examined the Request for Proposal, and any other documents accompanying or made a part of this RFP.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the organization as its act and deed.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFP for this project; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, by _____(name of person acknowledging), who ___is personally known to me or ___has produced _____(type of identification) as identification.

Signature of Notary

Notary Public, State of _____

End of Attachment A

18.2

ATTACHMENT B

ADDENDUM PAGE (RFP 20-005)

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

End of Attachment B

18.3

ATTACHMENT C

DRUG-FREE WORKPLACE FORM

The undersigned vendor, on _____, 2020, in accordance with section 287.087, Florida Statutes, certifies that [business] _____ does:

- 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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 bid a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

7. Check one:

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

_____ As the person authorized to sign this statement; this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

18.4

ATTACHMENT D

PUBLIC ENTITY CRIME FORM

REQUEST FOR PROPOSALS

RFP # 20-005 - COLLECTION AGENCY SERVICES

SWORN STATEMENT UNDER SECTION 287.133 (3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
2. This sworn statement is submitted _____ whose business address is:

_____ and (if applicable) Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is _____ and my relationship to the entity named above is _____
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees,

RFP# 20-005

Public Entity Crimes Statement – Pg 2 of 3

members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Company)

Date: _____

RFP# 20-005

Public Entity Crimes Statement – Pg 3 of 3

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 2020 by means of _____ physical presence or _____ online notarization, by _____ (name of person acknowledging), who _____ is personally known to me or _____ has produced _____ (type of identification) as identification.

Notary Public

My Commission expires: _____

End of Attachment D

18.5 REFERENCES – ITB 19-009

ATTACHMENT E

Proposer shall submit as a part of the bid package, four (4) business references with name of the business, address, contact person, and telephone number. **All references shall be for similar products / services that have been delivered / provided within the last five (5) years.**

REGARDING PROPOSER / BIDDER: _____

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

End of Attachment E

18.6 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION ATTACHMENT F

In accordance with 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 Proposer during the contract term,
- Proposer shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E- Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term;
- And Proposer shall provide documentation of such verification to the CITY upon request.

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

DATE _____

COMPANY _____

ADDRESS _____

ADDRESS _____

ADDRESS _____

EMAIL _____

PHONE # _____

SIGNATURE _____

TYPED NAME _____

TITLE _____

End of Attachment F

ATTACHMENT G

18.7 SCRUTINIZED COMPANIES PURSUANT TO FS SECTIONS 287.135 & 215.473:

By signing and submitting this bid, the undersigned bidder hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more).

Any contract with the City of Fort Walton Beach for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

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

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

E-MAIL: _____

End of Attachment G

ATTACHMENT H

18.8 QUESTIONNAIRE: Please reply to each of these questions, and include 5 written copies with your proposal.

SECTION 1: For each type of account listed below please indicate if you currently have clients placing these types of accounts and if so please provide your recovery percentage, average placed balance, and average number of accounts placed.

Account Type	Current client placements (yes/no)	Recovery %	Average Balance Placed	Avg # of Accts Placed each month
Utility Bills (UT)				
Fire Inspections (FI)				
Parking Tickets (PT)				
Employee Paybacks (EP)				
False Alarms (FA)				
Work Orders (WO) Code Enforcement (CE)				

SECTION 2: Reporting Capabilities - Can your organization provide the following reports?

Account Placement acknowledgement - submit to city within 24 hours of account placement

Debtor Name	Account Number	Amount Placed	Date Entered in your system	Account type (UT/FI/PT/EP/FA/WO)
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Monthly Report - a separate report should be generated for each type of receivable placed with your organization.

Debtor Name	Account Number	Placement Date	Original Amount Placed		Total Paid
Fees W/H	Amount Remitted	Total Collected LTD	Fees W/H LTD	Remitted LTD	Current Status

Debtor History - report should be provided at request of City

Debtor Name	Account Number	Placement Date	Original Amount Placed
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Debtor History – For each payment made by debtor, provide detail transactions:

Date of Payment	Amount Paid	Fees W/H	Amount Remitted
Collection Status	Date Returned	Balance Returned	

SECTION 3: Detailed Replies:

1. Please provide the minimum account balance you report to the credit bureaus.
2. Please provide the minimum account balance you will accept for placement.
3. Please provide the maximum age account you will accept for placement at the contracted collections commission.
4. Will the City incur any costs to establish business with your organization?
5. Does your organization charge any fees other than the contracted collections commissions?
6. Does your organization's software interface with Centralsquare?
7. On average, how many accounts are assigned to a collector employed by your organization?
8. Can your organization provide custom reports? Is there an additional cost?
9. What payment methods are available to clients for monthly remittances?
10. By what date will your organization remit funds collected in the prior month to the City?
11. By what date will your organization submit reports detailing prior month collections to the City?
12. Will your organization return any account to the City upon request at no charge to the City?
13. If only certain accounts will be returned, please list the reasons you would not return an account or what fees you would charge.
14. Will the commission rate charged by your organization be reduced if the City adds the collection fees to the account balance prior to placement? If so, please provide the commission rate that would be charged on accounts that have the collection fee added prior to placement.
15. If the City elects to have your organization pursue legal action how are legal fees paid? Will the City be billed for the attorney fees, court costs, filing fees, etc. upfront or will the amounts be deducted prior to remitting collections to the City.
16. In what order (principal, interest, attorney fees, collection fees, etc.) are payments applied to customer accounts?
17. What are your company's categorical collections success rate?
18. What are the # of years, specifically, of experience with **governmental** clients?
19. What is your 90-day utility project liquidating percentage at the end of the cycle prior to returning accounts back to the utility?

End of Attachment H

19.0 NOTICE TO PROPOSERS

CITY OF FORT WALTON BEACH, FLORIDA

BID NUMBER: RFP# 20-005

Date: February 18, 2020

The City of Fort Walton Beach will accept sealed proposals at City Hall until March 17, 2020, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548 for the following:

COLLECTION AGENCY SERVICES FOR THE CITY OF FORT WALTON BEACH, FL

Copies of the Proposal Provisions and Forms may be found at the Florida Bid Net Direct website at www.BidNetDirect.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org/Purchasing/rfps.

Additional technical information relative to this RFP may be obtained from Giuliana Scott, Purchasing Agent, at (850) 833-9523 or gscott@fwb.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any RFP; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFP 20-005 – Collection Agency Services**

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have their proposal considered.

Address responses and deliver to:

Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.