

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/04/2023

Contract/Lease Control #: C23-3286-WS

Procurement#: RFP WS 72-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: RTR FINANICAL SERVICES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2023

Expiration Date: 12/31/2025 W/2 1 YR RENEWALS

Description of: COLLECTION SERVICES FOR OKALOOSA COUNTY WATER & SEWER DELINQUENT ACCOUNTS AND OTHER DEPARTMENTS

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7195

Monitor's FAX # or E-mail: JLITRELL@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2022

PRODUCER Integrity First Insurance, Inc. 9755 Dogwood Road Suite 140 Roswell, GA 30075 O: (770) 587-4595 F: (770) 587-2440	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED RTR Financial Services, Inc 2 Teleport Dr., Ste 302 Staten Island, NY 10311	INSURER A:	Crum & Forster Ins Co
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Cyber	CYB105176	11/17/2022	11/17/2023	\$5,000,000 security and privacy liability

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE

CONTRACT: C23-3286-WS
 RTR FINANCIAL SERVICES, INC.
 COLLECTION SVS FOR OKALOOSA COUNTY
 WS DELINQUENT ACCOUNTS & OTHER DEPTS
 EXPIRES: 12/31/2025 W/2 1 YR RENEWALS

CERTIFICATE HOLDER

Okaloosa County Board of County Commissioners 5479A Old Bethel Rd Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2022

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

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

PRODUCER PAYCHEX INSURANCE AGENCY INC 76210755 225 KENNETH DR STE 110 ROCHESTER NY 14623	CONTACT NAME:	
	PHONE (800) 472-0072 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire and Its P&C Affiliates	
	NAIC# 00914	
INSURED R T R FINANCIAL SERVICES INC 2 TELEPORT DR STE 302 STATEN ISLAND NY 10311-1004	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	76 WBG ATONCG	06/23/2022	06/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
2 TELEPORT DR STE 302
STATEN ISLAND NY 10311-1004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan J. Castaneda

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ACORD 25 (2) CONTRACT: C23-3286-WS
RTR FINANCIAL SERVICES, INC.
COLLECTION SVS FOR OKALOOSA COUNTY
WS DELINQUENT ACCOUNTS & OTHER DEPTS
EXPIRES: 12/31/2025 W/2 1 YR RENEWALS

red marks of ACORD



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>R T R FINANCIAL SERVICES INC 2 TELEPORT DR STATEN ISLAND NY 10311</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>(718) 668-2881</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>13-4032618</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Okaloosa County BCC 5479 OLD BETHEL RD CRESTVIEW FL 32536</p>	<p>3a. Name of Insurance Carrier</p> <p>Sentinel Insurance Company Ltd. 11000</p> <p>3b. Policy Number of Entity Listed in Box "1a":</p> <p>76 WBG AT0NCG</p> <p>3c. Policy effective period:</p> <p>06/23/2022 to 06/23/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Danielle Clausen
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Danielle Clausen 12/21/2022
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 287-1312

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2022

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

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PRODUCER INTEGRITY FIRST INSURANCE LLC/PHS 20266932 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED RTR Financial Services Inc 2 TELEPORT DR STE 302 STATEN ISLAND NY 10311-1004	INSURER A: Hartford Underwriters Insurance Company		NAIC# 30104
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		20 SBA AP9MMU	02/21/2022	02/21/2023	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			20 SBA AP9MMU	02/21/2022	02/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			20 SBA AP9MMU	02/21/2022	02/21/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 5479A OLD BETHEL RD CRESTVIEW FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>(Susan S. Castaneda)</i>
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ACORD 25 (2016/03)

CONTRACT: C23-3286-WS
 RTR FINANCIAL SERVICES, INC.
 COLLECTION SVS FOR OKALOOSA COUNTY
 WS DELINQUENT ACCOUNTS & OTHER DEPTS
 EXPIRES: 12/31/2025 W/2 1 YR RENEWALS

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PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

C23-3286-WS

Procurement/Contract/Lease Number: 72-22 Tracking Number: 497623
Procurement/Contractor/Lessee Name: RTR Financial Grant Funded: YES ___ NO X
Purpose: Collection of Okaloosa County WS Delinquent Senses
Date/Term: 3yrs of 21yr renewal 1. GREATER THAN \$100,000
Department #: 4101 2. GREATER THAN \$50,000
Account #: 534300 3. \$50,000 OR LESS
Amount: 13.5% fee
Department: WS Dept. Monitor Name: Litthell

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 11-29-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)
Approved as written: no federal hb Grant Name: _____

Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review
Approved as written: see email attached Date: 11-29-22

Risk Manager or designee Kristina LoFria

County Attorney Review
Approved as written: see email attached Date: 12-15-22

County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

IT Review (if applicable)
Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, December 15, 2022 1:19 PM
To: DeRita Mason
Cc: Parsons, Kerry; Lydia Garcia
Subject: Re: RTR Draft Agreement RFP WS 72-22
Attachments: RTR Draft Agreement 12.15.22.docx

DeRita,

With these changes, this is approved.

Lynn

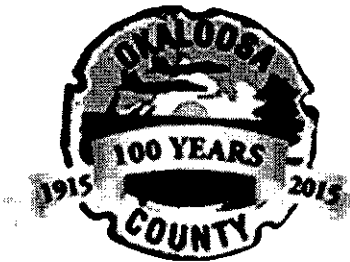
Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Tuesday, November 29, 2022 3:54 PM
To: Lynn Hoshihara
Cc: Parsons, Kerry; Lydia Garcia
Subject: RTR Draft Agreement RFP WS 72-22

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department

DeRita Mason

From: Lydia Garcia
Sent: Tuesday, November 29, 2022 4:16 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Parsons, Kerry
Subject: RE: RTR Draft Agreement RFP WS 72-22
Attachments: RTR Draft Agreement.docx

The attached RFP WS 72-22 is approved by Risk Management for insurance purposes.



Kind Regards,

Lydia Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management

Direct: 850.689.4111

Fax: 850.689.5973 |

Email: riskinfo@myokaloosa.com

302 N. Wilson St. Suite 301
Crestview, FL 32539

<https://myokaloosa.com/>

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, November 29, 2022 2:55 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Parsons, Kerry <KParsons@ngn-tally.com>; Lydia Garcia <lgarcia@myokaloosa.com>
Subject: RTR Draft Agreement RFP WS 72-22

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason



Board of County Commissioners Purchasing Department

State of Florida

Date: November 10, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFP WS 72-22

Collection of Okaloosa County Water & Sewer Delinquent Accounts & Other County
Departments

Okaloosa County would like to thank all businesses, which submitted proposals for Collection of Okaloosa County Water & Sewer Delinquent Accounts & Other County Departments.
(RFP WS 72-22)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

RTR Financial Services, Inc.
2 Teleport Drive, Suite 302
Staten Island, New York 10311

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

A handwritten signature in black ink that reads "Jeffrey Hyde".

Jeffrey Hyde
Purchasing Manager



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Foreign Profit Corporation

R.T.R. FINANCIAL SERVICES INC.

Filing Information

Document Number F15000002177

FEI/EIN Number 13-4032618

Date Filed 05/15/2015

State NY

Status ACTIVE

Principal Address

2 TELEPORT DRIVE
SUITE 302
STATEN ISLAND, NY 10311

Mailing Address

2 TELEPORT DRIVE
SUITE 302
STATEN ISLAND, NY 10311

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Officer/Director Detail

Name & Address

Title P

REILLY, ROBERT T
2 TELEPORT DRIVE #302
STATEN ISLAND, NY 10311

Title VS

REILLY, ROBERT J
2 TELEPORT DRIVE #302
STATEN ISLAND, NY 10311

Annual Reports

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND RTR FINANCIAL SERVICES, INC.
CONTRACT ID C23-3286-WS

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 3rd, day of January, 2023, by and between Okaloosa County, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and RTR Financial Services, Inc., a Foreign Profit Corporation, whose address is 2 Teleport Drive, Suite 302, Staten Island, New York 10311 authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 13-4032618.

RECITALS

WHEREAS, the County is in need of a contractor to perform Collection Services of Okaloosa County Water and Sewer Delinquent Accounts & Other County Departments ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to same. A copy of the procurement and Contractor's response to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an all-inclusive 13.5% contingency fee.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Procurement RFP WS 72-22 and Contractor's Response;

Attachment "B" – Insurance Requirements;

Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities.

2. Services. Contractor agrees to perform the following services, Collection of Okaloosa County Water and Sewer Delinquent Accounts and Other County Departments. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance

with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin on January 1, 2023 and shall continue for a period of three (3) years, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1) year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, for an all-inclusive 13.5% contingency fee.

a. Contractor shall submit monthly invoices; remittances and related backup documentation by the 5th of each month for the previous month to the County via email at WSInvoice@myokaloosa.com. The invoice shall delineate payments to Contractor and payments to County, as well as indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Data. All documents and data received or prepared by the Contractor pursuant to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents and/or data to the County within fifteen (15) calendar days. The County shall not be denied access to any documents or data received or prepared by the Contractor pursuant to this Agreement. Any such denial shall be deemed a breach of this Agreement.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.

- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Jeff Littrell Director Water and Sewer Department 1804 Lewis Turner Blvd Fort Walton Beach, FL 32548 jlittrell@myokaloosa.com 850-651-7195	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Robert Reilly, President RTR Financial Services, Inc. 2 Teleport Drive, Suite 302 Staten Island, New York 10311 718-668-2881 rreilly@rtrfs.com	

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement

or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may

be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the

County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

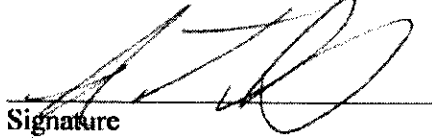
25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to

the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

RTR FINANCIAL SERVICES, INC.:


Signature

TITEL: President

Robert T. Reilly
Print Name

OKALOOSA COUNTY, FLORIDA

BY: John Hofstad Digitally signed by John Hofstad
Date: 2023.01.03 11:09:52 -06'00'
John Hofstad, County Administrator

Attachment "A"
Vendor's Proposal



PROPOSAL TO:

Okaloosa County, Florida
Request for Proposals for Collection of Okaloosa
County Water & Sewer Delinquent Accounts &
Other County Departments
RFP No.: WS 72-22
Due: October 11, 2022 by 3:00 p.m. CT

SUBMITTED BY:

RTR Financial Services, Inc.
Robert T. Reilly, President
Phone: 718-668-2881
Email: RReilly@rtrfs.com



2 TELEPORT DR. | STATEN ISLAND, NY 10311
P: 718.668.2881 | WWW.RTRFS.COM

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The Association of Credit
and Collection Professionals



Table of Contents

Letter of Interest.....3

Statement Regarding Financial Stability.....6

Evaluation of Proposals: Pricing.....6

Demonstrated experience and expertise performing the scope of work,
with significant experience in utility customer collections.....7

Specific examples of similar projects, experience in our local area and familiar
with our customer demographics, preferably for utility customer collections.....8

Exceeding the Expectations of This RFP: Operational Plan.....10

State-Of-The-Art Technology and Extensive Security Controls.....16

SOC 2 Type 1 Audit Report.....18

Reports.....19

Acknowledgement of County policies regarding taxes and assessments.....28

Projected Collection Rate.....29

Completed Forms.....30

Attachments

- Proof of License
- Organizational Chart
- Sample Reports
- Sample Letters
- SOC 2 Summary Report



Letter of Interest

October 10, 2022

Ms. DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536

Re: Collection of Okaloosa County Water & Sewer Delinquent Accounts &
Other County Departments
RFP No.: WS 72-22

Dear Ms. Mason,

On behalf of RTR Financial Services, Inc. (RTR), I am pleased to submit this proposal to Okaloosa County, Florida (the County) in response to your Request for Proposals (RFP) for Collection of Okaloosa County Water and Sewer Delinquent Accounts and Other County Departments.

RTR fully understands the scope of services of this RFP. We affirm our commitment to providing timely, compliant collection services to the County. RTR is a full-service, licensed collection agency with a growing presence in Florida and experience collecting a wide variety of debt types including utilities, municipal court debt, EMS, self-pay, parking, red light cameras, healthcare, various vehicle accounts, taxes, various fines, fees, and other miscellaneous charges. Our supervised staff is fully trained in collection laws and the best practices of customer service. We treat your colleagues and citizens with the utmost respect and professionalism.

Experience Serving Florida Government Clients: Fully licensed in Florida, we are government collection experts with more than 24 years of experience in business. Since our inception in 1998, RTR has successfully served the collection services needs of numerous government Florida clients, including ***Okaloosa County, Florida Department of Public Safety, City of Altamonte Springs, Florida (utilities), City of Apopka, Florida (utilities), Collier County, Florida (utilities), Hillsborough County, Florida Public Utilities, Marion County, Florida (utilities), City of Ormond Beach, Florida (utilities), City of Sanford, Florida (utilities), Seminole County, Florida (utilities), Charlotte County, Florida, Deerfield Beach, Florida, City of Deland, Florida, City of Lauderdale By The Sea, Florida, City of Orlando, Florida, and City of Pensacola, Florida.***

RTR has the financial strength, stability, and operational capacity to undertake projects of any magnitude. Our tenured project staff is backed by industry-leading technology, and driven by RTR's dedication to performance excellence.

Furthermore, RTR is an equal opportunity employer (EEO) that promotes diversity in the workplace. **83% of RTR's diverse workforce are female, and 52% of our employees are minorities.**

RTR's corporate motto and mission is ***Resolution with Respect***. Everything we do begins and ends with the citizen experience, treating every individual with dignity and respect. Our citizen-centered collections approach is a major reason we have been so successful in increasing recoveries for all of our government clients.

President Robert T. Reilly and Executive Vice President/Chief Operating Officer Robert J. Reilly are the individuals authorized to make representations on behalf of RTR. They can be reached at our corporate headquarters located at 2 Teleport Drive, Staten Island, NY 10311; via telephone at 718-668-2881; or by email at RReilly@rtrfs.com for Robert T. Reilly and RJReilly@rtrfs.com for Robert J. Reilly. Both individuals are authorized to legally bind RTR in this contract.

Solution for Government Accounts: Our collection and recovery solutions include, but are not limited to, flexible, customizable services and tools: skiptracing; FDCPA-compliant collection letters; FDCPA-compliant telephone communication; diligent follow-up; flexible, customized reporting options; state-of-the-art, secure technology; a trained and supervised staff; and executive project management.

Our proven solution for government includes data scrubs on each new placement file, followed by account scoring and segmentation. Our experienced collectors will work with your citizens to negotiate payment arrangements. We will monitor receipt of payment and follow up if payments are late, missed, or if we receive non-sufficient fund (NSF) checks.

RTR is exceptionally capable of maximizing recoveries for the County. Don't take our word for it, look at the numbers. While we are proud to note that RTR has traditionally high recovery rates, it must be stated that rates do vary. The conditions that affect recovery rates include demographics, age, type of debt, and balance. In 2019 alone, RTR collected nearly ***\$700 million*** for our clients. Following are RTR's impressive overall recovery percentages for the past five (5) years in similar scopes of services to this contract:

- 2020-2021 52.43%
- 2019-2020 53.17%
- 2018-2019 51.28%
- 2017-2018 48.98%
- 2016-2017 50.33%

Proven Track Record of Success: For more than 24 years in continuous operation, RTR has established a proven track record of successfully providing collections and recovery solutions to government agencies and public sector clients. We leverage best-in-class training and technology coupled with strict adherence to process excellence to deliver exceptional results.

RFP: WS 72-22 Collection of Okaloosa County
Water & Sewer Delinquent Accounts &
Other County Departments
Due: 10/11/2022 by 3:00 p.m. CT

Hands-On Expert Management Team: RTR is led by a team of industry veterans offering decades of individual experience. Combined, this hands-on team provides RTR staff with the guidance, expertise, and leadership necessary to build a productive and successful accounts receivable management (ARM) firm. We have dedicated Executive Vice President/Chief Operating Officer Robert J. Reilly as project manager for this contract.

As industry leaders, we are excited about this opportunity and look forward to serving you. If you have any questions, do not hesitate to contact me at 718-668-2881 or via email at RReilly@rtrfs.com.

Sincerely,



Robert T. Reilly
President

2 Teleport DR.
Tel: 718.668.2881

Staten Island, NY 10311
www.rtrfs.com

5

RTR FINANCIAL
SERVICES INC

Financial Stability

In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

RTR acknowledges and accepts this requirement. We are a financially solvent and growing firm.

Evaluation of Proposals

Pricing: RTR is delighted to provide the following competitive price proposal to the County. Our proposal is backed by our 24 years in business and extensive experience in government collections. We look forward to making the County a top-tier client. RTR is pleased to offer an **all-inclusive 13.5% contingency fee**. RTR affirms that our proposal, including pricing, is a firm and irrevocable offer for the engagement period of 180 days from the closing date of this RFP.

Competitive Pricing Strategy and Value-Added Benefits

RTR proposes a competitive pricing strategy to best serve the County and help you realize the highest possible returns. Beyond price alone, the County will realize numerous benefits in selecting RTR for this contract including:

- RTR offers executive-level project management and oversight with Executive Vice President/Chief Operating Officer Robert J. Reilly as the executive project manager for this contract.
- RTR has more than 24 years of successful operations and experience.
- RTR offers time-tested and proven debt collection procedures customized to meet or exceed your recovery goals.
- RTR has a team of over 300 trained and supervised staff members experienced in government collections.
- RTR is committed to maximizing recovery efforts for all accounts, regardless of balance, age, demographics, or other factors.
- RTR offers a detailed implementation plan with timeline to ensure an efficient transition for the County.
- RTR's comprehensive collection strategy includes FDCPA-compliant letters and phone campaigns, skiptracing, payment options, and efficient follow-up with citizens.
- RTR's uses technology designed for collection and ensures secure, accurate, and efficient account processing.
- RTR's staff is trained and experienced and operates within the law to provide your citizens with excellent customer service and good will to maintain your good name and reputation.
- RTR is fully capable of meeting all of the requirements of this contract.
- ***RTR has the ability to submit regular monthly remittances and related statements to meet your requirements.***

Demonstrated experience and expertise performing the scope of work, with significant experience in utility customer collections:

RTR has extensive experience collecting a wide variety of debt, including utilities, municipal court debt, parking, red light cameras, various vehicle accounts, taxes, various fines, fees, and other miscellaneous charges, *as well as a solid Florida client base*. This means that we have a wealth of good contact information readily available, reducing the need to skiptrace, thus expediting returns for the County. Following are RTR's impressive overall recovery percentages for the past five (5) years in similar scopes of services to this contract:

- 2020-2021 52.43%
- 2019-2020 53.17%
- 2018-2019 51.28%
- 2017-2018 48.98%
- 2016-2017 50.33%

When we first began working with the New York City Department of Finance, the department estimated it would see a collection rate of 5%, but RTR far exceeded that estimate with a collection rate of 21.55%. We have included this client as a reference and encourage you to contact them and learn for yourself about the exceptional results RTR provides. Our proven programs have helped us develop many long-term relationships with repeat clients that speak to our ability to deliver on our promises. Our exceptional team of account specialists has the experience to quickly and effectively begin work on recovering vital dollars for the County. In fact, it was because of our success with New York City parking tickets, red light cameras, and other traffic violations as well as Environmental Control Board liens that the City awarded RTR the contract to collect business and excise taxes.

RTR's superior collection methodology has resulted in high recovery rates for our government clients. We have been successfully collecting public sector debt since 1998. We began collecting for Nassau County (New York) Traffic & Parking Violations Agency (NCTPVA) in 2013, and it subsequently awarded RTR a second contract. RTR has been consistently growing our government client base and has been a trusted collection partner to the New York City Department of Finance since 2015. As a result of our success with an initial contract to collect New York City parking tickets, red light cameras, and other traffic violations as well as Environmental Control Board liens, the city awarded RTR a contract to collect its business and excise taxes.

Our proven solution for government includes data scrubs on each new placement file, followed by account scoring and segmentation. All collection activities seek prompt, satisfactory payment and are conducted within the guidelines of the FDCPA. Our experienced collectors will work with the constituent to negotiate payment arrangements. We will monitor receipt of payment and follow up if payments are late, missed, or if we receive non-sufficient fund (NSF) checks.



RTR operates in compliance with all federal, state, and local laws, including the Fair Debt Collection Practices Act (FDCPA), the Florida Consumer Collection Practices Act (FCCPA), the Telephone Consumer Protection Act (TCPA), the Fair Credit Reporting Act (FCRA), and all other applicable laws. Our experience collecting in various areas of the state of Florida, and our knowledge of the specific state and local regulations ensure that we are always apprised of any potential limitations resulting from legal considerations. Our legal team and compliance staff work diligently to keep both our staff and your team informed of any updates or changes to regulatory mandates.

We train and supervise our staff to ensure compliance and exceptional quality for our clients and their constituents. RTR's comprehensive 90-day training program consisting of in-house best practices, FDCPA, TCPA, FCRA, GLBA, SOX, all other applicable laws, and material created by the ACA International, empowers the staff at RTR to efficiently, respectfully, and confidently interact with constituents. We have never been sanctioned by a regulatory authority. Furthermore, RTR is proud to share that we have earned an A+ rating from the Better Business Bureau (BBB).

Specific examples of similar projects, experience in our local area and familiar with our customer demographics, preferably for utility customer collections:

Government Contracts: RTR is a national leader in accounts receivable management (ARM) services. We are a full-service, licensed collection agency with a growing presence in Florida and experience collecting a wide variety of debt types including utilities, taxes, self-pay, municipal court debt, parking, red light cameras, EMS, various vehicle accounts, healthcare, various fines, fees, and other miscellaneous charges. Many of our Florida contracts mirror the specifications for Okaloosa County.

Proven Experience and Qualifications

For 24 successful years, RTR's superior collection methodology has resulted in high recovery rates for our government and healthcare clients for utilities and taxes, self-pay, EMS, parking citations and red light camera violations and third-party payer medical collections, and a variety of fines, fees, and various payment accounts. In 2019 alone RTR handled 1,414,973 accounts for its municipal clients; with a dollar amount of \$466,938,602.76. We currently have approximately 2 million accounts in our system valued at approximately \$1.65 billion. RTR possesses all the necessary licenses required to perform these services, and operates in compliance with the Florida Commercial Collection Practices Act and the Fair Debt Collection Practices Act.

Some of our noted Florida government clients include: *Okaloosa County, Florida Department of Public Safety, City of Altamonte Springs, Florida (utilities), City of Apopka, Florida (utilities), Collier County, Florida (utilities), Hillsborough County, Florida Public Utilities, Marion County, Florida (utilities), City of Ormond Beach, Florida (utilities), City of Sanford, Florida (utilities), Seminole County, Florida (utilities), Charlotte County, Florida, Deerfield Beach, Florida, City of Deland, Florida, City of Lauderdale By The Sea, Florida, City of Orlando, Florida, and City of Pensacola, Florida.*

Prior Experience with Public Sector Clients

Our current government clients of similar size and scope include the following:

- City of Altamont Springs: Third-party debt collection services for miscellaneous accounts including utilities.
- Hillsborough County, Florida Public Utilities: Various public utility accounts.
- Seminole County, Florida: Contract includes bad checks, utilities, EMS accounts, and miscellaneous public works accounts for departments including Environmental Services/Water and Sewer Division; Solid Waste Division; Animal Services and Fire Department; and Leisure Services Department.
- City of Ormond Beach, Florida: Third-party debt collection services for miscellaneous accounts including utilities.
- City of Orlando, Florida: Miscellaneous debt that may include but is not limited to parking and other traffic violations, utilities, EMS, public works such as parks and leisure, and other fines, fees, and other accounts.
- City of Sanford, Florida: Third-party debt collection services for miscellaneous accounts including utilities.
- Marion County, Florida: Third-party debt collection services for miscellaneous accounts including utilities.
- Okaloosa, Florida Department of Public Safety: EMS and emergency ambulance billing accounts.
- New York City Department of Finance: Business and excise taxes, Environmental Control Board (ECB) liens, and traffic violations.
- Nassau County (New York) Traffic and Parking Violations Agency: Parking violations.
- City of Lowell, Massachusetts: Unpaid municipal taxes.
- City of Passaic, New Jersey: Municipal Court debt. Court fines/fees and vehicular Class C misdemeanors that include parking tickets and red-light camera violations.
- City of Bridgeton, New Jersey: Municipal Court debt. Court fines/fees and vehicular Class C misdemeanors that include parking tickets and red-light camera violations.

Beyond Florida, RTR has been the chosen collection partner for the New York City Department of Finance for the past seven years. We also serve the City of Lowell, Massachusetts for local taxes; the Nassau County (New York) Traffic & Parking Violations Agency; Nassau County Office of the County Treasurer; the City of Passaic, New Jersey; the City of Bridgeton, New Jersey; Orange County, New Jersey; the City of Vineland, New Jersey; and Edison Township, New Jersey, to name just a few. City of Passaic, New Jersey; and the City of Bridgeton, New Jersey, to name a few.

In addition to our work with government agencies, RTR has a strong foothold in the healthcare industry. Our team is fully trained in all aspects of the Health Insurance Portability and Accountability Act (HIPAA) and ensures the utmost confidentiality and security with the County's EMS transport accounts.

This is significant to the County because RTR has enacted some of the most stringent security and privacy protocols in the industry, ensuring the highest safety measures and confidentiality with your accounts.

Some of our healthcare clients include the following: Brooklyn Surgery Center, Burke Rehabilitation Hospital, Hackensack UMC Palisades, Kentucky Medical Services Foundation, Kingsbrook Medical Center, Maimonides Medical Center, Massachusetts Dental Society, Menorah Home and Hospital, Mount Sinai Hospital Health Network, New York City Health + Hospitals Corporation, New York Eye and Ear Infirmary, New York Presbyterian Health Network, The Northwell Health Network, NYU Langone Health Network, Phelps Memorial Hospital, Richmond University Hospital, South Nassau Communities Hospital, St. John's Medical P.C. (Doctors Group), St. John's Riverside, Staten Island University Hospital, SUNY Stony Brook University Hospital, University of Kentucky Hospital, University Hospital – Newark, and Westchester Medical Center

Our corporate motto is ***Resolution with Respect***. We do not use aggressive tactics that only serve to alienate the public and harm the achievement of our mutual goals. Instead, every interaction is an opportunity to gather information, build trust, and support citizens in their efforts to resolve their account.

We continue to refine our collections systems and techniques to balance the competing priorities of persistent collection efforts and exceptional customer service.

Exceeding the Expectations of This RFP: Operational Plan

RTR makes all efforts to collect every last penny owed to the County within federal, state, and local laws. We offer time-tested and proven debt collection procedures customized to meet or exceed your recovery goals. Below is the approach that RTR employs:

- Detailed implementation plan, initiated upon award of contract
- Executive-level project management to oversee your portfolio
- Preliminary intensive data scrubs to ensure efficient collections and fast returns
- FDCPA-compliant letter series
- FDCPA-compliant telephone contact
- Continuing skip tracing to locate your constituents
- Diligent follow-up
- Continued monitoring of daily production
- Trained account specialists to answer questions
- Carefully recruited and extensively trained staff
- State-of-the-art technology to support collection efforts
- Flexible payment options for your citizens
- Friendly, knowledgeable client services team to answer your day-to-day questions
- Customized reporting for the County
- On-site meetings at your request as well as phone and email communication

Implementation Plan for the County

Implementation typically takes about 30 days, following the execution of the contract. The plan lays the groundwork for meeting your needs and expectations for this contract. During implementation, RTR will meet with the County to discuss each department’s concerns, requirements, and goals. We will customize system interfaces, workflows, reports, calling scripts, and letters to meet each individual department’s needs.

The following table shows an overview of our proposed implementation plan. This plan can be customized to meet the County’s requirements.

Implementation Plan for the County		
Timeline	Step	Process
Day 1	Contract Award	Issue notice of award and purchase order if applicable.
Days 2–7	Initial Meeting with the County	We will initiate a phone call with the County to determine work standards.
	Team Assignments File Layout Mapping	RTR will assemble all relevant personnel (contract administrator, IT, client services, and accounting). Communicate work standards to team. At this time, our IT team begins the data mapping process based on your file layout.
Days 8–14	IT/File Testing	RTR’s IT manager will work with the County to discuss file layout, connectivity plan, and file transfer.
Days 8–30	Account Specialist Training	Agents are trained in the County’s specific work standards.
Days 14–25	Initial File Transfer	We establish data transfer between the County and RTR, test initial transfer to ensure smooth operation of all processes.
Days 25–30	Account Placement	Accounts are loaded into our proprietary collection software system. An acknowledgment is sent to the County confirming placement of accounts.

Receipt of Placement Files

Upon receipt of each placement file, RTR uploads the data into our collection system. This process occurs within one business day or less. You will receive a new file.

Initial Data Scrubs

Initial placement files are scrubbed against the USPS National Change of Address (NCOA) database, which provides the most recent mailing address on record. At this time, we also scrub for debtors who have declared bankruptcy or are deceased. A final scrub identifies cellphone numbers to ensure that we are in compliance with the Telephone Consumer Protection Act (TCPA) and do not auto-dial cellphone numbers.

The initial scrub occurs overnight, following the receipt of each placement file. The following business day, the initial letter is sent, and we begin telephone contact with debtors.

Communicating with Your Debtors

RTR combines FDCPA-compliant letters and phone campaigns to maximize recovery from the moment we receive your first placement file. RTR also maintains a SpitFire dialer on an Avaya platform that currently has 40 dialer-specific agents and can be easily increased up to over 350 lines and workstations; we place thousands of calls daily. Accounts are processed Monday through Friday from 8 a.m. to 8 p.m., and Saturdays from 8 a.m. to 5 p.m., to ensure that all guarantors are contacted in a timely fashion. Most importantly, our technology supports compliant practices by regulating call times, collection attempts, and letter generation. Major technology upgrades are planned on an annual basis and budgeted as capital expenses. Upgrades such as updates to security software are made regularly throughout the year as needed. Features and benefits of our software include the following:

- Provides control over account work standards
- Provides flexibility for client customizations
- Provides extensive database for records management and retention
- Automates functions for follow-up and letter generation based on account conditions
- Has customized business rules that enable RTR to proactively manage accounts for productivity, compliance, and results
- Provides extensive reporting options to meet varying client needs
- Allows for prioritization of accounts to identify customers with highest propensity to pay

Multilingual Communications

To better serve our clients, RTR employs multilingual account representatives who speak the following languages: Albanian, Arabic, Cantonese, English, Gujarati, Hindi, Italian, Lithuanian, Moroccan, Polish, Punjabi, Russian, Sinhalese, Spanish, Tamil, Telugu, and Urdu.

Written Correspondence

Letter strategies are created for each individual client in compliance with the FDCPA to ensure quality and customer satisfaction. Our letters request payment and advise debtors of their right to dispute the claim in accordance with the guidelines of the FDCPA. Our letters are intentionally written with subtle, polite language, designed to motivate debtors to satisfy their obligation to the County. RTR will customize your letters to accommodate the County's requirements, provided the specifications meet FDCPA guidelines.

Initial Letter to Debtors

Following the data scrub to ensure that we have the most current address on file, each debtor receives an initial letter immediately upon placement. RTR letters are carefully written to ensure compliance with the FDCPA. All letters inform the debtor of the reason for the debt and the amount owed. RTR provides a coupon with each letter to ensure prompt and immediate payment.

RTR will customize your letters to accommodate the County's requirements, including number of written communications and telephone attempts, provided the specifications meet FDCPA guidelines.

RTR also offers secure online payment options on our website, <https://www.rtrfs.com/pay>. Debtors are given the option to pay their account by Visa, MasterCard, Discover, or American Express 24 hours a day, seven days a week, when it is convenient for them.

Diligent, Complaint Telephone Communication

Although written communication is important, we consider the letter series a secondary means of collection and make every effort to establish telephone contact with the debtor within the parameters dictated by law. We have found that telephone communication is an invaluable asset in collection recovery, unmatched by any other non-litigious form of communication.

RTR owns and maintains its own predictive dialer system, capable of making up to 1,000 calls per hour, allowing us to make telephone contact with a debtor shortly after account referral. Our highly trained staff of account management specialists works with debtors to impress upon them the importance of timely acknowledgments and resolutions of their accounts. RTR is a member in good standing of ACA International and our collection staff is required to abide by the ACA International Code of Conduct.

Telephone Inquiries from Debtors

RTR's trained account specialists are available to take debtor calls from Monday to Thursday from 9 a.m. to 8 p.m., and Friday and Saturday from 9 a.m. to 5 p.m. Hours can be adjusted to accommodate the County. Please note that all outbound calls, including follow-up calls for late or missed payments, are placed within the guidelines and hours of the FDCPA. We typically return calls within one business day, though most calls are returned the same day.

Any correspondence, phone contact, or communication with a debtor is documented immediately to expedite appropriate follow-up action. Telephone inquiries received during normal business hours are addressed immediately. Those made outside of the normal workday are automatically recorded and returned during the next business day.

Acceptance of Payments

RTR offers secure online payment options on our website, <https://www.rtrfs.com/pay>. Consumers are given the option to pay their account by Visa, MasterCard, Discover, or American Express 24 hours a day, seven days a week, when it is convenient for them.

Otherwise, RTR will instruct County debtors to make payments at the direction of the County. During contract implementation, RTR will work with the County to determine the County's guidelines and requirements for the payments of debtors.

Follow-Up On Missed Payments and Non-Sufficient Funds (NSF)

Expected payment dates and non-sufficient fund (NSF) payments are monitored in our collection software. The system schedules a follow-up call through our dialer system to ensure our staff places follow-up calls until communication is established, within the guidelines of the FDCPA. Late payment letters are sent, and the appropriate follow-up action is taken to ensure accounts remain relevant and engaged.

RTR does not have a minimum dollar threshold for following up with unpaid accounts. We pursue every account until the last dollar is collected, regardless of the account balance.

Intensive Skip Tracing Tools for Debtors

Supported by our state-of-the-art technology, RTR has the tools to quickly and accurately obtain telephone numbers that will allow for greater success on collection rates, and for the location of defendants and judgement debtors.

Our experienced staff of skip tracers works with the most advanced tools in the collections marketplace. We use a variety of the most respected and comprehensive skip tracing tools with electronic access to many of the nation's largest databases, including the following:

- **Accurint:** A service from LexisNexis that provides RTR with a direct connection to more than 4 billion current public records
- **TLOxp:** Formerly TLO, now owned by TransUnion, TLOxp supports RTR's extensive skip tracing efforts with powerful tools to locate debtors, mitigate fraud, provide identity authentication, and assist in asset recovery
- **IdiCORE:** With a massive data repository, this tool uses actionable intelligence to support debt recovery, fraud detection and prevention, investigations, due diligence, identity verification, legislative compliance, and more
- **TransUnion:** Provides recent contact information and supports asset searches
- **Experian:** Provides access to comprehensive contact data on more than 140 million households and 19 million businesses
- **Equifax:** Provides current and comprehensive right-party contacts by leveraging unique proprietary data sources for millions of debtors
- **Government military information websites:** Online searches for citizens actively serving in the military
- **Professional license search databases:** Online searches for citizens who hold professional licenses

Other databases include various Departments of Motor Vehicles, real estate records, and a plethora of online business and residential directories.

A Trained and Supervised Staff

In addition to supervision by an RTR Attorney, all RTR collection representatives are trained to adhere to the rules and regulations set forth by all laws that govern our industry. Understanding the tenets of the FDCPA is a cornerstone of our training program.

Collection representatives are required to take an exam testing their knowledge of the FDCPA after the first week of training and are required to score 90% or higher to remain in our company's employ. An annual FDCPA refresher course is required for all collection staff members.

We stress compliance with these principles throughout the training process and extend this focus to the collection floor through collector monitoring and supervision. Our training sets the standard for expectations for all RTR employees. New collection representatives, regardless of their prior industry experience, participate in the same comprehensive training course. Main topics of FDCPA training include, but are not limited to, the following:

- Understanding the FDCPA and how to apply the law to our collection efforts
- Verifying that we are speaking with the correct party
- Using scripts to identify ourselves as debt collectors and state the nature of the call
- Communicating in polite language that encourages payment

Performance Monitoring

RTR records all inbound and outbound calls. Managers listen to live calls, selected at random, for quality control and training purposes.

Collector Call Reviews

RTR has a proactive monitoring program in place, including the review of collector phone calls on a routine, ongoing basis. Supervisory staff reviews a sample of each representative's calls on a weekly basis. The performance, quality, and compliance evaluation results of that review dictate any necessary adjustments to the number of calls reviewed in the future as well as the review time period. Training needs, required disciplinary actions, and appropriate collector commendations are also evaluated as part of the call monitoring program.

Call Recording

RTR supervises representatives on the collection floor, and our quality control department monitors activities including call recordings and account notes. Accounts are audited on a weekly basis for compliance, accuracy, and quality. These call recordings are available to be emailed to our clients upon request. Our call monitoring and account auditing system includes the following quality controls:

- RTR records every call. Call recordings are saved in digital format on the account in our collection system.
- Call recordings can be easily and securely retrieved from any PC by searching on any number of fields such as date, time, and extension number. Recorded files can also be archived to a storage device.
- Our recording system produces analytical reports that enable RTR to audit for quality and compliance. Reports include elements such as Agent Time Card, Call Details Report, Call Summary Report, Voicemail Report, and more.

Our call system analytical reports support and bolster efficiencies in our collection efforts.

They help RTR to make smart, strategic adjustments to our processes, staffing, and workflows to maximize recoveries.

State-Of-The-Art Technology and Extensive Security Controls

RTR's custom software was designed to track all accounts, recent and aged, within the collection process. Our system automates workflows, ensuring effective and rapid responses to changing business conditions, and interfaces with vital company functions including accounting, reporting, and client services. Major upgrades are planned on an annual basis and budgeted as capital expenses. Regular upgrades are made throughout the year as needed.

Because each client has diverse needs and requirements, it is vital that our technology meets the needs of our extensive client base. RTR's IT infrastructure is built on flexibility, so we can customize features, and optimize results based on each client's needs and requirements. RTR's technology was built to track accounts, reconcile payments, and interface with client systems. RTR can create custom reports to the County's specifications, and data can be uploaded to STFP servers.

RTR transmits sensitive data to our clients by a secure FTP server hosted in our data center that is monitored at all times. We are also able to accommodate file transfer systems hosted by our clients at their request. RTR has the following data-protecting protocols in place.

- All server rooms/data centers are kept locked at all times
- A super-user password is known by only two members of the IT department
- Administrator accounts are disabled
- Passwords are required to be changed regularly
- All staff workstations revert to a locked status and screens are blanked if idle for more than seven minutes.

Primary System Features

- Full collection/billing system/legal
- Extensive inquiry/update/printing/reporting capability
- Disk space for data storage/warehousing
- Flexible/custom reporting capability
- Payment posting and tracking

Network Infrastructure

Our network infrastructure comprises the following:

- High-speed broadband Internet
- Cisco firewall, routers, and switches with fiber-optic backbone
- Point-to-point VPN/co-location services between Staten Island and Armonk, New York

Workstations

Our call center is equipped with more than 350 Windows workstations, which are updated, upgraded, or replaced as needed.

As a response to Covid-19, RTR quickly adapted by deploying a VMware Horizon platform; this platform gives our employees the ability to work from home with zero lapse in productivity.

Horizon is securely maintained and monitored in our off-site data center, which has the highest security standards in the industry. We ensure our systems are always secure, up to date, and highly available for our employees. Multifactor authentication is required for all remote systems in every capacity.

Extensive Physical and Systems Security Measures

RTR's data processing system-Z involves time sharing. RTR takes every precaution necessary to ensure the protection of sensitive data in both physical and electronic forms and is prepared to meet all County demands concerning the transfer, storage, and processing of data. Currently, when electronically transferring data, RTR staff always password-protects and encrypts data. RTR's secure FTP server is hosted in our data center that is monitored at all times. We are also able to accommodate file transfer systems hosted by our clients at their request. RTR has the following data-protecting protocols in place:

- All server rooms/data centers are locked at all times.
- A super-user password is known by only two members of the IT department.
- Administrator passwords are known by only two members of the IT department.
- Passwords are required to be changed regularly.
- If idle for more than seven minutes, all staff workstations revert to a locked status and screens are blanked.

Disaster Recovery and System Backups

To ensure data protection and security in the event of a disaster, RTR performs daily network server backups, which encrypt and store data both in-house and at off-site cloud storage facilities. Systemwide backup is performed nightly on all servers. Data is encrypted and backed up locally on appliances in the data center and the server room. The server room is located in the satellite office. Once backup is completed locally, all encrypted data is then duplicated to off-site cloud storage facilities.

- Keep all revisions: 10 days
- Keep daily revisions: 10 days
- Keep weekly revisions: 4 weeks
- Keep monthly revisions: 6 months
- Keep yearly revisions: 3 years

In addition to saving data in cloud storage, RTR has live co-location servers. In the event of the loss of the primary server located in the Staten Island office, RTR has an additional server in its Armonk, New York office. This system was tested during Hurricane Sandy when the co-location server in the Armonk office assumed primary functionality over the Staten Island server, which had been damaged in the storm. Co-location servers and cloud storage ensured that our clients' data was safe, and that work could continue uninterrupted, despite the temporary loss of the company's primary server.

We maintain constant monitoring of the server room environment at both the Staten Island and Armonk location, with weekly sensor reporting via email. The server room environment also has an early warning system via email, text messaging, and phone.

SOC 2 Type 1 Audit Report

RTR has completed its SOC 2 Type 1 Audit Report. The audit was conducted by PKF O'Connor Davies (PKFOD), one of the nation's largest accounting, tax, and advisory firms, and distinguished as one of the Top 100 Accounting Firms by Account Today.

This SOC 2 audit report demonstrates that RTR has the safeguards, controls, and oversight to ensure security, processing integrity, privacy, and confidentiality of our clients' information with regard to:

- Oversight of the organization
- Vendor management programs
- Internal corporate governance and risk management processes
- Regulatory oversight

Additionally, RTR will provide the County with an SOC 3 report, a version of the report intended for broader audiences. The SOC 3 contains the same information as the SOC 2 report, in a condensed format to mitigate the risk of exposing confidential information to a broad audience, thereby protecting RTR, our clients, and their debtors.

Information Security Protocol

RTR understands the importance of protecting debtor information and has taken industry-leading measures to ensure security, privacy, and confidentiality with the following actions:

- **Encrypting Computers:** Every computer at RTR is encrypted, and the system is set to not allow any flash drives or read or write access. Therefore, no information can be transferred.
- **Disabling Copy and Paste Functions:** RTR's network has disabled the copy and paste function as well as the snipping tool application found in Microsoft Windows.
- **Encrypting Emails:** All external emails with personally identifiable information are encrypted. Clients are required to access a secure email, which can only be accessed via valid email and password set by the client.
- **Permitting Internal Email Only:** All staff members below the management level have internal email capabilities.
- **Disabling Personal Email:** All personal email and webmail access is disabled within the RTR network. This not only allows RTR to keep information on the network, but also secures RTR from virus and malware attacks.
- **Monitoring Web Navigation:** RTR blocks the use of popular sporting, social media, and gaming websites. Our IT team is responsible for reviewing a weekly report listing the top websites utilized by our employees.

- **Monitoring Printing:** Every document sent to a printer is accounted for via the print software RTR has implemented. The network maintains a log of who is printing documents and what is printed. Employees must use a four-digit pin at the printer to retrieve all documents.
- **Instituting System Audits:** RTR's network team audits the system to ensure someone was not accessing more than the normal level of account access or printing.
- **Immediate Access Removal:** Upon termination, an employee's access is immediately removed. Username, email, login, and network access will be disabled.

All RTR encryption uses NIST-approved cryptographic modules. Common and recommended ciphers include AES 256, Triple DES, and RSA. Symmetric cryptosystem key lengths must be at least 128 bits. Asymmetric cryptosystem keys must be of a length that yields equivalent strength. RTR's key length requirements will be reviewed annually as part of the yearly security review and upgraded as technology evolves and expires. The use of proprietary encryption algorithms is not allowed for any purpose, unless reviewed by qualified experts outside of the vendor in question and approved by InfoSec.

Reports

RTR maintains an extensive library of standard reports to meet the County's needs. Ensuring that reporting parameters are well defined, we will work with you to determine your reporting requirements before we generate the first report for your referrals. Reports are typically provided on a monthly basis. We will comply with all of the County's specifications, *providing reports in any format and frequency that you require.*

At a minimum, our monthly reports will include the amount collected broken down by payee and applicable County department, any discount for each item collected, the description of the revenue source, and fee payable to vendor.

Beyond our library of standard reports, we will produce customized and ad hoc reports to meet any of your ongoing or changing needs. Some of our standard reports include the following: Acknowledgment Report, Monthly Statement, Account Activity, Close and Return, and Change of Address.

RTR will submit a collection report on all returned and uncollectible accounts. RTR affirms that we will provide recommendations to the County regarding the reasons for any proposed write-offs of uncollectible accounts, and will provide detailed information regarding collections efforts undertaken by RTR.

RTR is committed to maximizing recovery efforts for all accounts, regardless of balance, age, demographics, or other factors. We attempt to collect every last dollar owed on every account. However, if we identify account holders who are deceased or have filed for bankruptcy, these accounts are typically closed and returned to the County. Additionally, if the County identifies an account that it no longer wishes us to pursue, upon receipt of notification we will change the status code on the account, removing the account from the collection cycle. The County will receive a monthly close and return report in your monthly reports package. If the County would like customizations to this or any report, RTR will gladly make the changes to your specifications and complete satisfaction.

RTR will return to the County, at no charge or billed commission, any account that was placed in error, or any account previously submitted but requested returned by the County for County and/or legal follow-up and collection.

**Vendor information, history, background, staff, key collection team members:
Executive Summary**

Established in 1998 and headquartered in Staten Island, New York, RTR is a full-service, licensed collection agency with a strong presence in Florida, and experience collecting a wide variety of debt types including utilities, municipal court debt, parking, red light cameras, various vehicle accounts, taxes, various fines, fees, and other miscellaneous charges.

RTR is a privately owned and operated domestic corporation, founded by company President Robert T. Reilly in 1998 in Staten Island, New York. The company is headquartered at 2 Teleport Drive, Staten Island, New York 10311.

Call center activities for this contract will occur at our corporate headquarters in Staten Island, New York, where RTR provides direct executive oversight of your contract. To deliver the highest level of quality, service, and attention, you will also have a Florida-based client service contact located at our Miami office, located at 318 NW 23rd Street, Miami, Florida 33127.

With over 300 employees and eight locations strategically positioned throughout the U.S. (we have nationwide staffing), we continue to grow. Our trained and supervised team abides by the Fair Debt Collection Practices Act (FDCPA) and all other applicable laws. All work for this contract will be performed at our Staten Island, New York headquarters. Additionally, RTR has expanded its presence with the following strategic locations to provide support and client services for our growing geographic footprint:

- 318 NW 23rd Street, Miami, FL 33127
- 12386 State Road 535, Suite 429, Orlando, FL 32836
- 5224 S State Road 46, Suite 321, Sanford, FL 32771
- 84 Business Park Drive, Suite 110, Armonk, NY 10504
- 8 Cedar Street, #54, Woburn, MA 01801
- 601 Pennsylvania Avenue, Northwest #310, Washington, D.C. 20004
- 488-490 Niagara Street, Buffalo, NY 14201
- 1888 Main Street, Suite C-267, Madison, MS 39110

Management and Key Personnel: RTR is led by a team of industry veterans, offering decades of individual experience. Our hands-on team provides RTR staff with the support and guidance needed for success. For your current review, the following are brief histories of the officers, principals, supervisory staff, and key individuals who will be directly involved with the work for this contract:

- **Robert T. Reilly, President:** Robert founded RTR Financial Services, Inc. in 1998 after a lengthy and successful career in accounts receivable management

- With a reputation for getting results through effective recovery programs and a staff of industry experts, RTR now provides collection services to some of the largest hospitals and organizations in the New York metropolitan area. Institutions—peerless in ability, scope, and fame—have partnered with RTR to realize healthier financial futures through RTR’s unique revenue management solutions services.

Robert has been in the collections industry for over 40 years. From 1977 to 1996, he was the office administrator for Margolin & Meltzer, a law firm specializing in debt collections. In 1996, he joined EE&C Financial Services, Inc. as vice president of operations, with his responsibilities including oversight of all collection operations.

- **Robert J. Reilly, Executive Vice President/Chief Operating Officer and Executive Project Manager for this Contract:** Backed by over a decade of experience in institutional collections, Robert manages the day-to-day operations of the company and is the key liaison between RTR and its clients during transition phases. A major part of his role is ensuring continuous support and open communication with clients, such as working with an IT department to ensure successful data transfers. Robert has played a leadership role in creating RTR’s staff training programs and has worked closely with our clients through their account system conversions. Robert has served RTR since 2006. He drives company initiatives for excellence for contracts, compliance, technology, accounting, and administration. Robert manages day-to-day operations and works closely with our clients through their account system conversions.
- **Louis Kass, Vice President of Client Services:** Louis joined RTR in 2004 and is responsible for ensuring client satisfaction, fulfilling client requests, and overseeing client customizations. Louis received his Bachelor of Science degree from St. Francis College, New York, in business management. His responsibilities include the following:
 - Managing a team of client service representatives to ensure that client requests and inquiries are handled effectively and in a timely manner.
 - Overseeing customizations and client-specific configurations.
 - Running monthly client meetings and addressing issues, concerns, and inquiries.
- **Elena Bass, Chief Compliance Officer:** Elena joined RTR in 2016. Beginning in our insurance division, Elena learned our in-house processes from the ground up, eventually becoming Manager of our hospital billing division, then our staff development program. She has participated in the hiring, training, and continued mentorship of staff members in multiple departments throughout the company, giving her a deep understanding of and appreciation for the commitment each of our team members brings to the job. Now in our compliance division, she ensures RTR is adherent at all times to the rules and regulations that govern our industry. Her responsibilities include the following:
 - Developing, monitoring, managing, and auditing the company’s compliance program and related activities.

- o Monitoring and evaluating any changes in federal, state, and local legislation or regulatory guidance to support implementation efforts.
 - o Collaborating with compliance committee members to develop, review, and implement compliance related policies and procedures.
 - o Managing the company's quality assurance and resolution programs and processes.
 - o Responding to alleged violations of established company rules regulations, policies, and procedures.
- **Hon. Carlos Trujillo, Esq., Client Services Manager -Florida:** Carlos is RTR's Florida client relations liaison. He is a partner at Continental Strategy based in Washington, D.C., with offices in Coral Gables, Florida. He serves as RTR's Florida-based relationship manager. He earned a B.S. in business administration from Spring Hill College in Mobile, Alabama (2004) and a J.D. from Florida State University College of Law, Tallahassee, Florida (2007). He has been an active member of the Florida Bar since 2007 and received an AV rating by Martindale-Hubbell.
 - **Angela Tooze, Manager of Client Services:** Angela joined RTR in 2009. Throughout her 13 years with RTR she has been an essential part of various departments, working closely with company executives on building new client relationships. As RTR continues to grow and expand, Angela's interdisciplinary experience is key in facilitating communication among departments and the executive team. She is instrumental in the recruiting process and managing staff training programs.
 - **Tyisha Lowery, Customer Service Manager:** Tyisha joined RTR in 2003. Tyisha is an ACA International Certified Trainer and holds the New York State of Health Assistor certification. She monitors her team's quality and production, oversees team dialer campaigns, recruits and manages customer service, and works with citizens to resolve concerns. Tyisha is responsible for the following:
 - o Monitoring and managing various project processes on a day-to-day basis.
 - o Hiring, terminating, and managing customer service representatives.
 - o Managing and handling all aspects of RTR's SpitFire automated dialer system including managing multiple concurrent dialer campaigns.
 - o Analyzing daily progress reports and providing periodic updates to management and others.
 - o Responding to and resolving customer inquiries and issues with the "Resolution with Respect" approach.
 - o Training staff to effectively resolve customer inquiries and issues.
 - o Training, instructing, and monitoring customer service representatives on all aspects of skip tracing and locating account debtors while ensuring that they fully comply with all state, federal, and local laws and regulations.

- **Ashley Rosso, Customer Service Manager:** Ashley Rosso joined RTR in April of 2016. Along with Nikkole Hemmer, Ashley helps to support Tyisha Lowery in overseeing and managing a staff of 21 in the Customer Service Department. Ashley is responsible for the following:
 - Monitoring and managing various project practices on a day-to-day basis
 - Managing and handling RTR's Spitfire automated dialer system. This includes managing multiple dialer campaigns.
 - Analyzing daily progress reports and providing periodic updates to management.
 - Responding to and resolving customer inquiries/issues.
 - Running, reading and analyzing daily, weekly, bi-weekly and monthly reports. includes cellphone sheets, AR Reports and monthly client files, which
 - Training staff to effectively resolve customer inquiries and issues.
 - Training, instructing and monitoring customer service representatives on all aspects of skip tracing and locating account debtors while ensuring that they fully comply with all state, federal and local laws and regulations.
- **Nikkole Hemmer:** Nikkole Hemmer joined RTR in June of 2017. She is a NY State Marketplace Certified Assistor. Together with Ashley Rosso, Nikkole works to assist Tyisha Lowery in overseeing and managing the Customer Service Department, comprised of a staff of 21 Customer Service Representatives. Nikkole is responsible for the following:
 - Monitoring and managing various project practices on a day-to-day basis.
 - Managing and handling RTR's Spitfire automated dialer system. This includes managing multiple dialer campaigns.
 - Analyzing daily progress reports and providing periodic updates to management.
 - Responding to and resolving customer inquiries/issues.
 - Running, reading and analyzing daily, weekly, bi-weekly and monthly reports. This includes cellphone sheets, AR Reports and monthly client files.
- **Sara Lee Martinez, Director of Information Technology:** Sara Lee joined RTR in 2003 and has more than 22 years of experience in information technology. Sara Lee manages RTR's IT team and oversees the implementation of client interfaces to RTR's technology, as well as all aspects of access, security, and permissions to RTR's collection system and network. She works with company stakeholders to develop innovative solutions to ensure productivity, compliance, and efficiency in RTR's operation. Sara Lee's experience includes database management such as Visual Basic, network management and security, and multiple platforms including Microsoft, Unix/Linux, as well as end-user applications including Microsoft Office, and RTR's Zortec system.
- **Yuriy Sharabun, Assistant Director of Information Technology:** Yuriy assists Sara Lee Martinez in direction of the IT department. He will handle technology interfaces, customizations, and transmissions associated with this contract. He joined RTR in 2005 as a systems analyst. Yuriy holds a Master of Science in applied mathematics. Yuriy's responsibilities include the following:

- o Developing, implementing, and supporting interfaces of client data files.
- o Troubleshooting and resolving interface issues.
 - o Providing technical support for clients regarding data transmission, connectivity, and file retrieval.
- **John Trotta, Chief Technology Officer:** John is an IT professional who specializes in systems engineering. He is well versed in building cloud and premise-based infrastructures, highly available and redundant networks, and modern security best practices, in addition to having expertise in compliance. John holds a Bachelor of Business Administration in operations management from Baruch College (CUNY). His responsibilities include the following:
 - o Overseeing and ensuring the security, availability, and redundancy of our network infrastructure.
 - o Managing the desktop support team to ensure all workstations are compliant, patched, and running optimally.
 - o Setting, maintaining, and enforcing technology procedures and policies for all departments.
 - o Liaising with clients to ensure all infrastructural needs are met.
 - o Liaising with vendors to maintain oversight, direction, and control of the organization.
- **Christine Jackson, Director of Human Resources:** Christine joined RTR in 2009. She oversees the Human Resources Department and is responsible for hiring and on-boarding new team members, maintaining personnel files, processing payroll, employee engagement and retention, and developing and implementing company policies.
- **William A. Hecht, Esq., General Counsel and Compliance Officer:** Bill earned his Juris Doctor degree from the University of Toledo College of Law in 1982. He joined Eltman, Eltman & Cooper, P.C. in 1984. He was managing attorney within two years and was made partner in 1990. In 2002, Bill started his own practice, William A. Hecht, P.C., specializing in debt collection. He is a member of the New York State Bar Association, the ACA International's Members' Attorney Program, and the New York Chapter of the Healthcare Financial Management Association.
- **Thasaian Q. Jordan, Esq.:** Thasaian serves as the Managing Attorney for Jordan Legal Group, a certified minority and woman-owned business located in Miami, Florida, and specializes in creditor rights and providing comprehensive consumer and commercial collection solutions to clients. Thasaian earned her Juris Doctor degree from Nova Southeastern University. She is admitted to the Bar in the State of Florida and the U.S. District Court, Southern District of Florida.



References (preferably for utility customer collections):

The following are some of RTR’s government clients. We strongly encourage you to Contact them to learn about RTR’s phenomenal quality, service, and results. Keep in mind that the constituents do not differentiate an outstanding utility bill from a parking ticket, healthcare bill, or any other debt. The fact is that they owe money and must find a way to pay. ***This is where RTR’s account representatives shine.*** We know how to locate, contact, and persuade debtors to pay their account within the strict guidelines of the FDCPA and industry best practices.

Hillsborough County, Florida	
Contact	Mike Mann
Email	mannm@HCFLGov.net
Phone	813-612-7702
Address	601 E. Kennedy Blvd., Tampa, FL 33602
Description of Service	Third-party debt collection services for water and sewage accounts
Contract Value	Placements of approximately \$500K annually

Marion County, Florida	
Contact	Shirley McQuarrie
Phone	352-307-6008
Address	11800 SE US Highway 441 Belleview, FL 34420
Description of Service	Third-party debt collection services for miscellaneous accounts including utilities
Contract Value	Placements of approximately \$400K annually

City of Altamonte Springs, Florida

RFP: WS 72-22 Collection of Okaloosa County
 Water & Sewer Delinquent Accounts &
 Other County Departments
 Due: 10/11/2022 by 3:00 p.m. CT

Contact	Shay Torres
Email	storres@altamonte.org
Phone	407-571-8042
Address	225 Newburyport Ave. Altamonte Springs, FL 32701
Description of Service	Third-party debt collection services for miscellaneous accounts including utilities
Contract Value	Placements of approximately \$400K annually

Seminole County, Florida

Contact	Vanessa Royko
Email	vroyko@seminolecountyfl.gov
Phone	407-665-2152
Address	500 West Lake Mary Blvd. Sanford, FL 31722
Description of Service	Third-party debt collection services for a variety of debt including utility accounts, bad checks, healthcare: EMS accounts, and miscellaneous accounts
Contract Value	Placements of approximately \$400K annually

City of Sanford, Florida

Contact	Cynthia Lindsay
Email	Cynthia.Lindsay@Sanfordfl.gov
Phone	407-688-5026
Address	300 North Park Ave. Sanford, FL 32771-1244
Description of Service	Third-party ty debt collection services for miscellaneous accounts including utilities
Contract Value	Placements of approximately \$400K annually

City of Orlando, Florida

RFP: WS 72-22 Collection of Okaloosa County
 Water & Sewer Delinquent Accounts &
 Other County Departments
 Due: 10/11/2022 by 3:00 p.m. CT

Contact	Clare Rumpalik, Donna Taylor (backup)
Email	clare.rumpalik@cityoforlando.net/donna.taylor@cityoforlando.net
Phone	407-246-2807, 407-246-2574
Address	400 South Orange Ave., Orlando, FL 32801
Description of Service	Third-party debt collection services for miscellaneous accounts including utilities

NYCDOF - This client is prohibited from providing a written reference but may be contacted by phone.

New York City Department of Finance	
Contact	Shenneth King, Senior Director, Outside Collection Agency & External Inquiry Unit
Email	kingshenneth@finance.nyc.gov
Phone	212-291-4270
Address	59 Maiden Lane, 24th Floor, New York, NY 10038
Contract Dates	2015–Present
Description of Service	Third-party debt collection for unpaid traffic and parking violations and red light camera violations; business and excise taxes; and Environmental Control Board liens
Contract Value	Placement valued at approximately \$1.7 billion annually

Nassau County Traffic & Parking Violations Agency	
Contact	David Rich, Assistant Executive Director
Email	drich@nassaucountyny.gov
Phone	516-572-0923
Address	16 Cooper Street, Hempstead, NY 11550
Contract Dates	2013–Present
Description of Service	Third-party debt collection services for traffic, parking, and red light camera violations
Contract Value	Placement valued at approximately \$2.6 million annually

Deerfield Beach, Florida	
Contact	Jeremin Worlds, Senior Buyer
Email	JWorlds@deerfield-beach.com
Phone	954-480-4415
Address	401A SW 4th Street, 2nd Floor, Deerfield Beach, FL 33441
Description of Service	Third-party debt collection services including parking violations
Contract Value	Placements of approximately \$4.8 million annually

Acknowledgement of County policies regarding taxes and assessments in Section 4 of the RFP:

RTR acknowledges and accepts these requirements.

SUMMARY OF BENEFITS FOR OKALOOSA COUNTY

- Extensive experience in government, *including utility collections, with a strong Florida client base and expanding Florida presence*
- Detailed implementation plan, initiated upon award of contract
- Executive-level project management to oversee your portfolio
- Preliminary data scrubs to ensure efficient collections and fast returns
- FDCPA-compliant letter series and FDCPA-compliant telephone contact
- Continuous skip tracing to locate your citizens
- Carefully recruited and extensively trained staff and specialists to answer questions
- State-of-the-art technology to support collection efforts
- Flexible payment options for citizens
- Friendly, knowledgeable client services team to answer your day-to-day questions
- Customized reporting for the County
- On-site, web, and phone meetings and communications at the County’s request
- A competitive pricing structure that we believe will benefit the County



Projected Collection Rate

Based on the information provided in the Addendum, we would project to meet or exceed your current collection rate. The best way to measure success in the collection industry is in dollars collected. When we meet with the County, we will discuss your portfolio, demographics, age of accounts, and type of accounts. This will help determine projected recovery goals. The County will receive monthly reports providing collection results and other data to help you manage your accounts. In the collection and call center industry, customer service is also a critical factor. RTR hires the best and brightest individuals who have a professional, polite, and respectful demeanor and then we train and supervise our staff to our high standards. As we have noted in this proposal, RTR is proud to have earned an A+ rating from the BBB, demonstrating our customer service success. Finally, while we can tell you about our excellent service and collection results, we have provided several professional references and encourage you to contact them.



REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
Collection of Okaloosa County Water & Sewer
Delinquent Accounts & Other County Departments

RFP NUMBER:
RFP WS 72-22

ISSUE DATE:

September 19, 2022

LAST DAY FOR QUESTIONS:

September 28, 2022 3:00 P.M. CT

RFP DUE DATE & TIME:

October 11, 2022 3:00 P.M. CT

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME RTR Financial Services Inc.

MAILING ADDRESS 2 Teleport Drive, Suite 302

CITY, STATE, ZIP Staten Island, New York 10311

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 134032618

TELEPHONE NUMBER: (718) 668-2881 EXT: _____ FAX: 718-668-1937

EMAIL: rreilly@rtrfs.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: 
OR PRINTED NAME

TYPED Robert T. Reilly

TITLE: President

DATE 10/3/2022

NOTICE TO RESPONDENTS
RFP WS 72-22

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) October 11, 2022**, for **Collection of Okaloosa County Water & Sewer Delinquent Accounts & Other County Departments**.

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST October 11, 2022**, at which time all proposals that are timely submitted will be opened and reviewed.

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 resulting negotiated agreement that is in its best interest and its decision will be final.

For information regarding this solicitation please contact:
DeRita Mason, Sr. Contracts and Lease Coordinator
850-589-5960
dmason@myokaloosa.com

Jeff Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
MEL PONDER, CHAIRMAN

**COLLECTION OF OKALOOSA COUNTY WATER & SEWER DELINQUENT ACCOUNTS &
OTHER COUNTY DEPARTMENTS
RFP WS 72-22**

PROPOSAL REQUIREMENTS

1. GENERAL REQUIREMENTS

Okaloosa County Water & Sewer (OCWS) is requesting proposals from qualified entities to provide collection services for amounts due from delinquent customers. This will include collection of funds due from Accounts Receivable balances as well as any returned checks. All proposals must provide for services that are in compliance with the current Fair Debt Collection Practices Act and the Fair Credit Reporting Act. In addition, all companies submitting proposals must agree to comply with any applicable state or local government rules, laws, ordinances, or regulations effecting collection activities.

2. SCOPE OF SERVICE

OCWS provides services to an excess of 34,000 customers. We require a professional collection agency to assist in collecting past due balances from customers. The period these balances have been outstanding prior to collection activities commencing will be based on a predetermined time frame. All County Departments may utilize the services on an as needed basis.

3. MINIMUM REQUIREMENTS

1. Must be able to demonstrate significant experience in utility customer collections (minimum of ten (10) years).
2. Provide a general history of the company including key collection team members to be assigned to the County.
3. Must provide specific examples of similar projects and be proficient working with a county-run utility enterprise fund.
4. Must have experience in our local area and be familiar with our customer demographics.
5. Provide the historical percentages of bad debt collected on behalf of clients.
6. Provide a projected collection rate.
7. Provide the fee structure for the performance of collection services.
8. Ability to submit regular monthly remittances and related statements by the 5th of each month for the previous month.
9. Must be able to provide five (5) references of current/past clients, both government and private sector.
10. Evidence shall be submitted that the company is current with requirements under all state and county license and tax laws.
11. Submit a detailed operational plan which demonstrates the understanding of, as well as the capability to assume responsibility for, collecting delinquent revenue for the OCWS Enterprise Fund. This plan shall provide all details of the methods to be used to maximize successful collections.
12. Provide an organization chart showing current management, supervisory and collector positions, as well as the ability to expand as needed to take on additional business.

13. Description of normal method to collect accounts, including number of both written and telephone attempts.

4. TAXES AND ASSESSMENTS:

Respondent agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Respondent further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations.

5. TERM OF CONTRACT AND RENEWAL OPTION:

The initial contract term is anticipated to be three (3) years, with the option for two (2), one-year renewals if agreed to in writing by both parties. County renewal will be in part dependent upon quality of service and acceptability of costs.

Note: failure to provide all the required information, in the required format, may disqualify the vendor from further consideration.

6. PROPOSAL PREPARATION INSTRUCTIONS

The response (Response) to the RFP and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The Response must be completely responsive to the RFP guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners (BCC). Responses should be responsive to the items identified in this RFP and contain no more than 40 pages, #12 font minimum. The 40-page maximum excludes the cover, table of contents, and copies of required forms. **The response submitted should be one (1) completed document, unless otherwise specified within the document.**

The Committee will review the Responses received unless determined to be non-responsive or non-responsible. The Committee will rank each Response based on the scoring criteria provided below which demonstrate firm's capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, and the overall adherence to the RFP. At the sole discretion of the Selection Review Committee, oral presentations may be requested from the top ranked firms.

The top ranked firm will be recommended to the BCC for approval. If the BCC agrees with the Selection Review Committee's recommendation, contract negotiations will begin between the selected firm and Okaloosa County. Should contract negotiations fail, negotiations will begin immediately with the next highest ranked firm.

At such time when an approval is granted by the BCC, notification will be provided to each firm in accordance with the County's Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County's Purchasing Manual, Section 30, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of such proceedings under law.

Response to the RFP shall be submitted in the format described below:

Letter of Interest shall include location of the firm’s office that will be the lead office for this contract and any anticipated sub-consultants.

Contracts will be awarded to an Agency, or multiple Agencies whom are responsive, and responsible bidders meeting the specifications, terms and conditions and is determined to be the most advantageous to the County. Evaluation of proposals shall be based on the evaluation factors set forth below and any other relevant information obtained through the evaluation process.

Financial Stability - In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

7. EVALUATION OF PROPOSALS:

The proposals will be evaluated based on the following criteria:

- Pricing **35 points**
- Demonstrated experience and expertise performing the scope of work, with significant experience in utility customer collections **25 points**
- Specific examples of similar projects, experience in our local area and familiar with our customer demographics, preferably for utility customer collections **15 points**
- Vendor information, history, background, staff, key collection team members **10 points**
- References, preferably for utility customer collections **10 points**
- Acknowledgement of County policies regarding taxes and assessments in Section 4 above **5 points**

Procurement Scheduled (ANTICIPATED)

RFP Advertised & Posted on Website	September 19, 2022
Deadline for Questions	September 28, 2022 3:00 P.M.
Answers to Question by County	September 30, 2022
RFP Response Due Date	October 11, 2022 3:00 P.M.
Review Committee Meeting	November 8, 2022
Oral Presentations *if needed	Week of November 28, 2022
Recommend Award via ITA	December 2, 2022
Contract Negotiations	Week of December 5, 2022
Finalize/Execute Agreement by BOCC	December 20, 2022

GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. 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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Certificates of Insurance.
5. The County shall retain the right to reject all insurance policies 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.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

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, 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 to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
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.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

CYBER LIABILITY

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

INSURANCE 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. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim

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 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 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 indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302N Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. 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.

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.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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 employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

GENERAL PROPOSAL CONDITIONS

1. PRE-PROPOSAL ACTIVITY -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members. or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Rd.
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF PROPOSAL – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed electronically in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Proposal”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be submitted electronically - All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
4. **SUBMITTAL OF PROPOSAL** – All proposals shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. **The responses submitted should be one (1) completed document, unless otherwise specified within the document. (Cost Proposal)**
5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

7. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
8. **CONTRACT FOR SERVICES** – A copy of the County’s standard agreement for professional services such as the ones being procured herein is attached to this procurement. The successful respondent will be required to enter into the County’s standard agreement. It is the responsibility of the Respondent to raise any objections to the terms and conditions of the standard agreement at the time of submitting its response to this RFP. Failure to do so will be considered a waiver of respondent’s right to raise it later in the process or during negotiations. In the evaluation and negotiation processes the County has the right in its sole discretion to consider any objections raised by Respondent as part of the determination of most responsible and responsive proposer.
9. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County’s best interest.
10. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the services shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein. Further, from time to time the County may be eligible to obtain State of Federal grant funding for some of the services provided hereunder the requirements of the grants will be applicable to the services rendered.
11. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
 - a. Submission of more than one proposal for the same work from an individual, firm, agency, or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which 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. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

12. **AWARD OF CONTRACT -**

Okaloosa County Review - Okaloosa County appointed selection committee consisting of the constitutional officers, shall review all proposals and will participate in the recommendations to the Board of County Commissioners. The Board of County Commissioners shall make final determination on any award of Contract.

The contract shall be awarded to the responsible and responsive respondent(s) whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County 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.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal.

13. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview, FL 32536, for the prices stipulated herein for services rendered. All invoices must show the Contract #. Invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this procurement and resulting contract.
14. **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.
15. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
16. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals 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.

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

17. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their proposal any information available regarding recycled material content in the products proposal. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

18. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

19. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

20. **CONE OF SILENCE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence 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 from the date of advertisement until award of contract. All communications shall be directed to the Purchasing Department.

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

21. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (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 respondent upon termination of the contract.

22. **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 respondent 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.

Respondents 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.

23. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
24. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
25. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
26. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
27. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
28. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

29. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA**

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

30. **The following documents are to be submitted with the proposal packet. Failure to provide required forms may result in contractor disqualification.**

- | | |
|-------------------------|---|
| RESPONSE DOCUMENT #1: | DRUG-FREE WORKPLACE CERTIFICATION |
| RESPONSE DOCUMENT #2: | CONFLICT OF INTEREST |
| RESPONSE DOCUMENT #3: | FEDERAL E-VERIFY |
| RESPONSE DOCUMENT #4: | CONE OF SILENCE FORM |
| RESPONSE DOCUMENT #5: | INDEMNIFICATION AND HOLD HARMLESS |
| RESPONSE DOCUMENT #6: | ADDENDUM ACKNOWLEDGEMENT |
| RESPONSE DOCUMENT #7: | COMPANY DATA |
| RESPONSE DOCUMENT #8: | SYSTEM AWARD MANAGEMENT FORM |
| RESPONSE DOCUMENT #9: | LIST OF REFERENCES |
| RESPONSE DOCUMENT #10: | CERTIFICATION REGARDING LOBBYING |
| RESPONSE DOCUMENT #11: | SWORN STATEMENT – PUBLIC ENTITY CRIMES |
| RESPONSE DOCUMENT # 12: | GOVERNMENTAL DEBARMENT & SUSPENSION |
| RESPONSE DOCUMENT #13: | VENDORS ON SCRUTINIZED COMPANIES LIST |
| RESPONSE DOCUMENT #14: | GRANT FUNDED CLAUSES |
| RESPONSE DOCUMENT #15: | BUY AMERICAN CERTIFICATE |
| RESPONSE DOCUMENT #16: | CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR-SEE ABOVE* |

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT 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, Florida Statutes, 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: 10/3/2022

COMPANY: RTR Financial Services Inc.

ADDRESS: 2 Teleport Drive, Suite 302

Staten Island, NY 10311

PHONE #: (718) 668-2881

SIGNATURE: 

NAME: Robert T. Reilly
(TYPED OR PRINTED)

TITLE: President

E-MAIL: rreilly@rtrfs.com

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected official(s), or 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: X

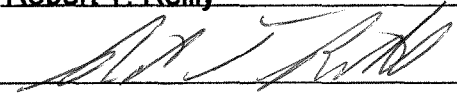
NAME(S)

POTISTION(S)

N/A

FIRM NAME: RTR Financial Services Inc.

BY (PRINTED): Robert T. Reilly

BY (SIGNATURE): 

TITLE: President

ADDRESS: 2 Teleport Drive, Suite 302

 Staten Island, NY 10311

PHONE NUMBER: (718) 668-2881


E-MAIL: rreilly@trfs.com

DATE: 10/3/2022

RESPONSE DOCUMENT #3: 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, Respondent 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 Respondent 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 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: 10/3/2022 SIGNATURE: 
COMPANY: RTR Financial Services Inc. NAME: Robert T. Reilly
ADDRESS: 2 Teleport Drive, Suite 302 TITLE: President
Staten Island, NY 10311
E-MAIL: rreilly@rtrfs.com
PHONE #: (718) 668-2881

RESPONSE DOCUMENT #4: CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

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's decision whether to consider this information in the decision process.

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

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

I Robert T. Reilly representing RTR Financial Services Inc.
Signature Company Name
on this 3rd day of October 2022, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

Sworn to before me this 3rd day of October 2022

Sara Lee Martinez

Sara Lee Martinez
Notary Public, State of New York
No. 01MA6125846
Qualified in Westchester County
Commission Expires April 25, 2013 / 2025

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

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.

RTR Financial Services Inc.

Proposer's Company Name

2Teleport Drive, Suite 302

Physical Address

Staten Island, NY 10311

Mailing Address

(718) 668-2881

Phone Number

(917) 297-9472

Cellular Number

10/3/2022

Date



Authorized Signature – Manual

Robert T. Reilly

Authorized Signature – Typed

President

Title

(718) 668-1937

FAX Number

(917) 297-9472

After-Hours Number(s)

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RFP WS 72 -22

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

1

9/29/22

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: RTR Financial Services Inc.

Physical Address & Phone #: 2 Teleport Drive, Suite 302

Staten Island, NY 10311

Contact Person (Typed-Printed): Robert T. Reilly

Phone #: (718) 668-2881

Cell #: (917) 297-9472

Federal ID or SS #: 134032618

DUNNS/SAM #: 123416310

Respondent's License #: CCA9903676

Additional License – Trade and Number _____

Fax #: (718) 668-1937

Emergency #'s After Hours,
Weekends & Holidays: (917) 297-9472

DBE/Minority Number: N/A

RESPONSE DOCUMENT #8: SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: RTR Financial Services Inc.

Entity Address: 2 Teleport Drive, Suite 302, Staten Island, NY 10311

Sam.gov Unique Entity Identifier: 123416310

CAGE Code: 8ASB9

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Hillsborough County, Florida - Public Utilities
601 E. Kennedy Boulevard, Tampa, FL 33602
Contact Person: Mike Mann Telephone # (813) 612-7702
Email: mannm@HCFLGov.net

2. Owner's Name and Address: City of Sanford, Florida
300 North Park Avenue, Sanford, FL 32771
Contact Person: Cynthia Lindsay Telephone # (407) 688-5026
Email: cynthia.lindsay@sanfordfl.gov

3. Owner's Name and Address: Seminole County, Florida
500 West Lake Mary Boulevard, Sanford, FL 31722
Contact Person: Vanessa Royko Telephone # (407) 665-2152
Email: vroyko@seminolecountyfl.gov

4. Owner's Name and Address: Marion County, Florida
11800 SE US Highway 441 Belleview, FL 34420
Contact Person: Shirley McQuarrie Telephone # (352) 307-6008
Email: shirley.mcquarrie@marioncountyfl.org

5. Owner's Name and Address: New York City Department of Finance
59 Maiden Lane, 2th Floor, New York, NY 10038
Contract Person: Shenneth King Telephone # (212) 291-4270
Email: kingshenneth@finance.nyc.gov
Please note: NYCDOF is prohibited from providing a written reference but may be contacted by phone.

RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

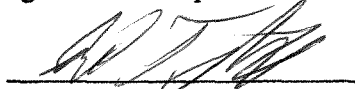
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Robert T. Reilly, President Name and Title of Contractor's Authorized Official

10/2/2022 Date

**RESPONSE DOCUMENT #11: 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 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for RTR Financial Services Inc.

2. This sworn statement is submitted by Robert T. Reilly

whose business address is: 2 Teleport Drive, Suite 302, Staten Island, NY 10311

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN,

include the Social Security Number of the individual signing this sworn statement: 134032618

3. My name is Robert T. Reilly and my relationship to the entity named above is President

4. I understand that a “public entity crime” as defined in Section 287.133(1)(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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an 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 Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, 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 Section 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, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been 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 Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the 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, that 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 one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [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 the 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.]

Date: 10/03/22 Signature: [Handwritten Signature]

STATE OF: New York

COUNTY OF: Richmond

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this

3rd day of October, in the year 2022.

My commission expires: [Handwritten Signature]
Notary Public

Print, Type, or Stamp of Notary Public

Sara Lee Martinez
Notary Public, State of New York
No. 01MA6125846
Qualified in Westchester County
Commission Expires April 25, 2013

2025

Personally known to me, or Produced Identification:

personally known to me

Type of ID

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER
COVERED TRANSACTIONS**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Robert T. Reilly, President

Printed Name and Title of Authorized Representative


Signature

10/1/2022
Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate RTR Financial Services Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 10/3/2022

SIGNATURE: 

COMPANY: RTR Financial Services Inc.

NAME: Robert T. Reilly
(Typed or Printed)

ADDRESS: 2 Teleport Drive, Suite 302
Staten Island, NY 10311

TITLE: President

E-MAIL: rreilly@rtrfs.com

PHONE NO.: (718) 668-2881

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

This Exhibit is hereby incorporated by reference into the main *Procurement*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of the grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering

agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the

Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor

fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract*]is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. *A resulting contract* may be unilaterally terminated immediately by County for *Proposer*'s violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used

under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.


Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a *resulting contract*.

The President on behalf of RTR Financial Services Inc. the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE: 10/5/2022

SIGNATURE: 

COMPANY: RTR Financial Services Inc.

NAME: Robert T. Reilly

ADDRESS: 2 Teleport Drive, Suite 302

TITLE: President

Staten Island, NY 10311

E-MAIL: rreilly@rtrfs.com

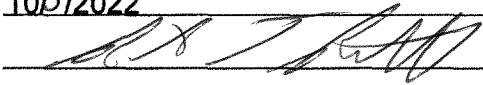
PHONE NO.: (718) 668-2881

RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: 10/3/2022
SIGNATURE: 
COMPANY: RTR Financial Services Inc.
NAME: Robert T. Reilly
TITLE: President

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____
SIGNATURE: _____
COMPANY: _____
NAME: _____
TITLE: _____

Standard Contract Clauses

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its FACILITY as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action

with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.;
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 *et seq.* and/or in the operation of public entities, public and private transportation systems, places of public

accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility

of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or

- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- (ii) Construction;
- (2) Has a value of more than \$3,500; and

Includes work performed in the United States.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:



BY:  Signature
Robert T. Reilly, President

Britni Macaro

Print Name

ATTEST

OKALOOSA COUNTY, FLORIDA

BY: _____
J.D. Peacock, II, Clerk

BY: _____
Mel Ponder, Chairman



THE LICENSEE IDENTIFIED BELOW IS AUTHORIZED TO CONDUCT BUSINESS AS INDICATED BY THE LICENSE TYPE.

LICENSE TYPE: Consumer Collection Agency

LICENSE NAME: R.T.R. FINANCIAL SERVICES INC.

ORIGINAL DATE OF LICENSE: 09/09/2015

LICENSE NUMBER: CCA9903676

LICENSE EXPIRATION DATE: 12/31/2022

LICENSE MAIN ADDRESS:

STREET: 2 TELEPORT DRIVE
SUITE 302

CITY: STATEN ISLAND

STATE: NY

ZIP CODE: 10311



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

R.T.R. FINANCIAL SERVICES INC.

Filing Information

Document Number F15000002177
FEI/EIN Number 13-4032618
Date Filed 05/15/2015
State NY
Status ACTIVE

Principal Address

2 TELEPORT DRIVE
SUITE 302
STATEN ISLAND, NY 10311

Mailing Address

2 TELEPORT DRIVE
SUITE 302
STATEN ISLAND, NY 10311

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Officer/Director Detail

Name & Address

Title P

REILLY, ROBERT T
2 TELEPORT DRIVE #302
STATEN ISLAND, NY 10311

Title VS

REILLY, ROBERT J
2 TELEPORT DRIVE #302
STATEN ISLAND, NY 10311

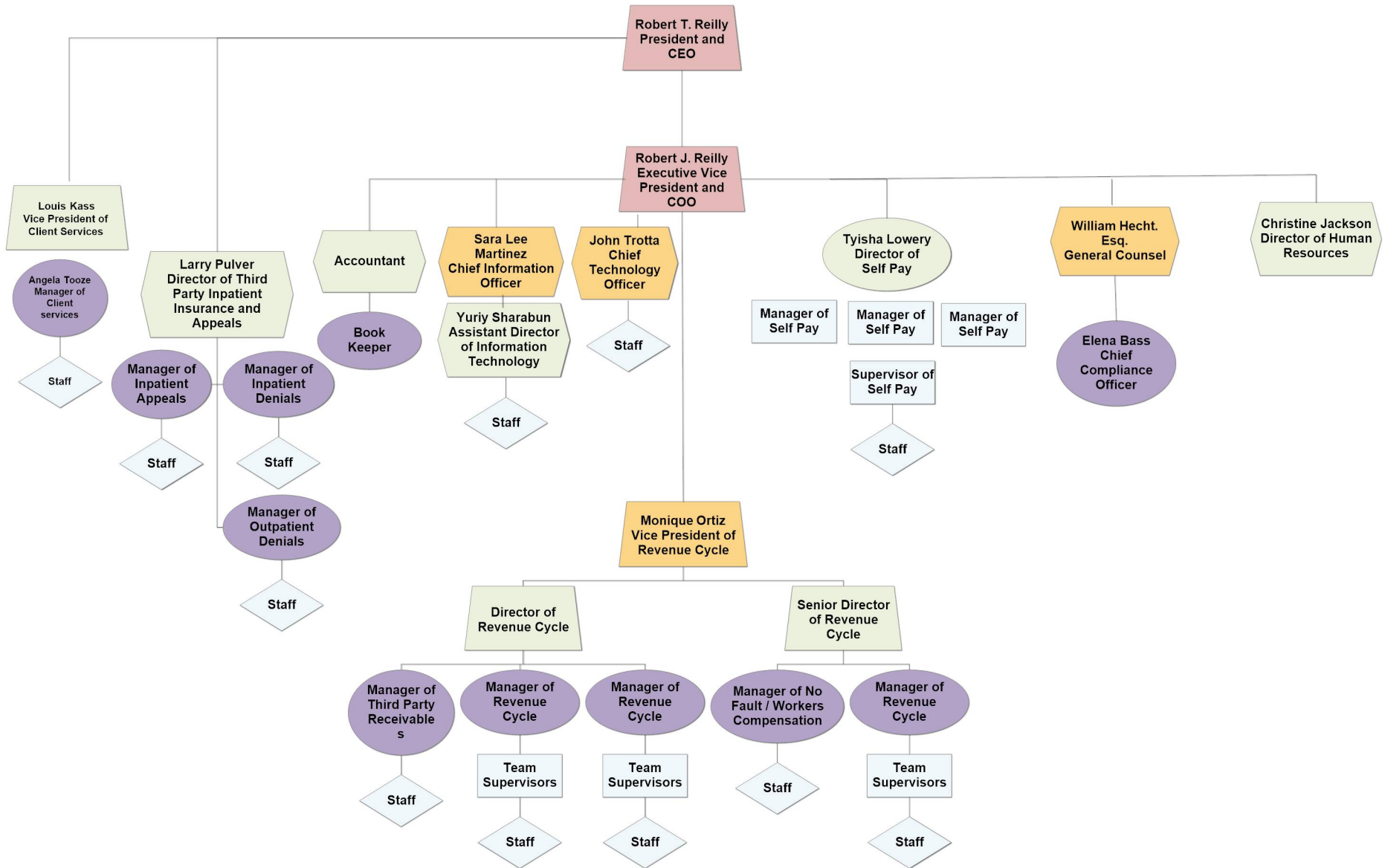
Annual Reports

Report Year	Filed Date
2020	04/03/2020
2021	03/23/2021
2022	04/21/2022

Document Images

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03/22/2016 -- ANNUAL REPORT	View image in PDF format
05/15/2015 -- Foreign Profit	View image in PDF format

RTR Financial Services



RTR Sample Monthly Payment breakdown by Credit Card, Check or direct payment to Client



May 2018 Payment Breakdown Sample

Month	Total #/\$ for CC	Total Amount CC	Total #/\$ for CH	Total Amount CH	Total #/\$ for WEB CC	Total Amount WEB CC	Paid Directly to Client	Total # Accts Month	Total \$ Accts Month
September '17	67	\$ 14,050.87	111	\$ 13,261.82	173	\$ 29,385.70	\$ 101,299.34	351	\$ 157,997.73
October '17	34	\$ 5,422.23	129	\$ 11,868.32	178	\$ 31,446.63	\$ 106,494.01	341	\$ 155,231.19
November '17	30	\$ 5,106.86	106	\$ 16,392.42	177	\$ 35,139.03	\$ 61,628.23	313	\$ 118,266.54
December '17	17	\$ 2,768.86	119	\$ 13,629.82	171	\$ 24,331.95	\$ 77,174.00	307	\$ 117,904.63
January '18	17	\$ 3,709.39	162	\$ 24,537.42	312	\$ 41,056.28	\$ 106,367.57	491	\$ 175,670.66
February '18	19	\$ 4,322.26	120	\$ 13,974.54	237	\$ 31,029.15	\$ 79,669.02	376	\$ 128,994.97
March '18	30	\$ 5,380.65	158	\$ 21,212.70	404	\$ 49,349.63	\$ 102,840.29	592	\$ 178,783.27
April '18	310	\$ 41,792.68	144	\$ 15,131.11	112	\$ 16,957.42	\$ 98,642.81	566	\$ 172,524.02
May '18	89	\$ 17,517.75	138	\$ 19,475.49	252	\$ 27,883.48	\$ 142,356.38	479	\$ 207,233.10
June '18									
July '18									
August '18									
YTD Total	613	\$ 100,071.55	1187	\$ 149,483.64	2016	\$ 286,579.27	\$ 876,471.65	3816	\$ 1,412,606.11



RTR Sample Confirmation Report

DATE: 03/01/18


RTR - Referred accounts *Client Name*

ACCOUNT#	R/P	DATE	AMOUNT REFERRED
123456	Sample R/P	10/16/17	\$ 138.60
256498	Sample R/P	10/31/17	\$ 420.00
597364	Sample R/P	05/03/18	\$ 68.00
569465	Sample R/P	11/07/17	\$ 431.00
989898	Sample R/P	11/01/17	\$ 262.50
464649	Sample R/P	06/16/18	\$ 218.40
779952	Sample R/P	08/05/17	\$ 144.90


ACCOUNTS -7

\$ Amount Referred- \$ 1,683.40


RTR Sample Monthly Dialer Report

				<i>Monthly Dialer Report</i>															
Date	# Agents	Start time	Finish time	Busy	% Busy	RP- Agent Contact	RP Promise to Pay	% of Promise to pay/ CC Given	Promise to pay amount	Credit	CC payment amount	Dialer Left Mesg	% LM	No Answer	% No Answer	Disc	% DisCon	Total Accounts	
										Card Info given									
6-Apr	6	9:00 AM	5:00 PM	125	3%	1012	30	1.42%	\$ -	37	\$ 54.02	1968	42%	1500	32%	50	1%	4,722	
11-Apr	6	9:00 AM	5:00 PM	212	5%	1046	18	0.73%	\$ 481.13	14	\$ 2,834.41	1975	45%	1066	24%	53	1%	4,384	
13-Apr	6	9:00 AM	5:00 PM	97	2%	767	30	1.42%	\$ 2,258.90	33	\$ 512.78	1949	44%	1496	34%	58	1%	4,430	
20-Apr	6	9:00 AM	5:00 PM	113	2%	937	32	1.37%	\$ 330.00	32	\$ 345.00	1961	42%	1560	33%	45	1%	4,680	
30-Apr	6	9:00 AM	5:00 PM	138	3%	988	33	1.26%	\$ 610.96	24	\$ 465.00	1806	40%	1472	33%	57	1%	4,518	
Sum				685		4750	143		\$ 3,680.99	140	\$ 4,211.21	9659		7094		263		22,734	
Average				137	3%	950	29	1%	\$ 736.20	28	\$ 842.24	1932	43%	1419	31%	52.60	1%	4,547	

Sample Collection Breakdown Report based of letter series

		<i>Sample Collection Breakdown-Letters</i>						
Month	1st Letter # of Accts	1st Letter \$ Amt	2nd Letter # of Accts	2nd Letter \$ Amt	Legal Letter # of Accts	Legal Letter \$ Amt	Total # of Accounts	Total \$ of Accounts
SEP '17	471	\$ 108,381.51	174	\$ 33,880.25	71	\$ 13,877.04	716	\$ 156,138.80
OCT '17	489	\$ 97,561.22	203	\$ 44,609.02	43	\$ 8,181.75	735	\$ 150,351.99
NOV '17	435	\$ 63,963.04	149	\$ 45,101.91	50	\$ 6,289.66	634	\$ 115,354.61
DEC '17	475	\$ 80,551.44	150	\$ 30,195.84	71	\$ 7,255.18	696	\$ 118,002.46
JAN '18	642	\$ 109,329.65	276	\$ 48,202.64	95	\$ 18,138.37	1013	\$ 175,670.66
FEB '18	437	\$ 64,150.63	258	\$ 45,724.83	89	\$ 19,119.51	784	\$ 128,994.97
MAR '18	628	\$ 98,334.14	369	\$ 64,929.58	99	\$ 15,519.55	1096	\$ 178,783.27
APR '18	565	\$ 108,652.16	294	\$ 44,841.27	123	\$ 19,030.59	982	\$ 172,524.02
MAY '18	507	\$ 105,384.13	208	\$ 43,346.23	137	\$ 58,502.74	852	\$ 207,233.10
JUN '18								
JUL '18								
AUG '18								
Totals	4649	\$836,307.92	2081	\$ 400,831.57	778	\$ 165,914.39	7,508	\$ 1,403,053.88

RTR Sample Monthly Percentage of Recovery Report

		<h2 style="text-align: center;">Monthly Percentage of Recovery Report</h2>																	
REFERRALS			TOTAL COLLECTIONS				PENDING				DISCONTINUED			ALLOWANCES		PAID PRIOR		WITHDRAWN	
MONTH	ACCTS	AMOUNT	CURRENT	AMOUNT	OF	ACCTS	AMOUNT	PIF	ACCTS	AMOUNT	ACCTS	AMOUNT	ACCTS	AMOUNT	ACCTS	AMOUNT	ACCTS	AMOUNT	
	RFRRD	REFERRED	MONTH	TO DATE	RETURN	PEND	PENDING	SIF	DISC	DISC	ALLOW	ALLOWANCES	PD PR	PAID PR	WDRWN	WITHDRAWN			
SEP '17	3140	\$ 1,393,364.00	\$ 312.00	\$ 259,679.00	19.19%	12	\$ 5,748.00	560	2081	\$ 1,190,544.00	19	\$ 2,274.00	67	\$ 9,005.00	420	\$ 28,893.00			
OCT '17	3117	\$ 1,488,130.00	\$ 1,518.00	\$ 165,949.00	11.83%	22	\$ 87,351.00	596	2149	\$ 1,177,631.00	21	\$ 2,383.00	54	\$ 15,340.00	296	\$ 67,251.00			
NOV '17	3090	\$ 1,441,375.00	\$ 2,552.00	\$ 149,326.00	10.67%	33	\$ 27,410.00	596	2149	\$ 1,222,775.00	21	\$ 5,842.00	60	\$ 9,571.00	252	\$ 26,436.00			
DEC '17	3511	\$ 1,822,723.00	\$ 3,937.00	\$ 145,597.00	8.37%	37	\$ 27,159.00	742	2391	\$ 1,567,751.00	28	\$ 5,945.00	58	\$ 7,381.00	283	\$ 68,882.00			
JAN '18	3164	\$ 1,462,628.00	\$ 13,674.00	\$ 139,689.00	9.93%	107	\$ 66,682.00	709	1991	\$ 1,205,849.00	22	\$ 958.00	58	\$ 15,535.00	299	\$ 39,615.00			
FEB '18	2847	\$ 1,586,824.00	\$ 62,497.00	\$ 155,042.00	10.16%	1801	\$ 1,274,366.00	545	146	\$ 97,288.00	21	\$ 3,063.00	45	\$ 6,336.00	310	\$ 50,717.00			
MAR '18	3072	\$ 1,772,349.00	\$ 53,400.00	\$ 150,232.00	8.72%	2075	\$ 1,452,259.00	518	100	\$ 120,421.00	11	\$ (11,208.00)	48	\$ 7,047.00	331	\$ 53,593.00			
APR '18	3315	\$ 1,522,211.00	\$ 57,201.00	\$ 95,123.00	6.38%	2467	\$ 1,352,217.00	408	39	\$ 64,127.00	25	\$ 4,105.00	75	\$ 19,870.00	326	\$ 7,918.00			
MAY '18	2870	\$ 1,399,728.00	\$ 9,596.00	\$ 9,596.00	0.69%	2368	\$ 1,368,814.00	67	9	\$ 4,768.00	9	\$ (470.00)	37	\$ 3,663.00	389	\$ 13,358.00			
JUN '18																			
JUL '18																			
AUG '18																			
TOTAL	28126	\$ 13,889,332.00	\$ 204,687.00	\$ 1,270,233.00	9.46%	8922	\$ 5,662,006.00	4741	11055	\$ 6,651,154.00	177	\$ 12,892.00	502	\$ 93,748.00	2906	\$ 356,663.00			

RTR Financial Services, Inc.

2 Teleport Drive, Suite 302 • Staten Island, NY 10311

Toll Free: (855) 399-4RTR (4787)

Fax (718) 668-1937

Sample Debtor1
1234 WEST JERSEY ST APT A1
ELIZABETH NJ 07202

October 30, 2019

Re: Sample Government

Client Docket No.:

Amount Due:

Dear Debtor:

Please be advised that Sample Government Client has placed the above-referenced fine with this office. We ask that you forward payment directly to Sample Government Client, 123 American Way, City, State, 12345 or you may pay online by going to ClientSite.com. Note that a processing fee will be added to the amount paid by a credit card.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, that you dispute the validity of this debt or any portion thereof, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If a written request is submitted to this office within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, should it be different from the current creditor.

Please direct all future telephone calls and letters (other than payments) to our firm and to the attention of the undersigned.

This communication is from a debt collector and any information obtained will be used for the purpose of collecting this debt.

Thank you for your anticipated
cooperation. Sincerely,

RJ Reilly
Vice
President

Online payment(s) can be made by going to www.CLIENTSITE.com ***

Please detach the lower portion and return with your payment ***

5-SFTRF10-P1-08/16/16

Client: Sample Government

Client File No.: 704-81071621111316

Balance: \$60.00

P1 - 5

Sample Debtor1
234 WEST JERSEY ST APT A1
ELIZABETH NJ 07202

TY14E38AD7

P.O. Box 60640

Staten Island NY 10306-0640
RETURN SERVICE REQUESTED

12545678-000005-01-1-AA



0026020024002514776207202---TY14E38AD7 5

**RTR Financial
Services, Inc.**

**2 Teleport Drive, Suite 302 • Staten Island, NY 10311
Toll Free: (855) 399-4RTR (4787)
Fax (718) 668-1937**

Sample Debtor7
237 MAIN STREET 1E
INWOOD NJ 11691

October 30, 2019

Re: Sample Government
Client Docket No.:
Amount Due:

Dear Debtor:

As of the date of this letter, Sample Government Client has not received your monthly payment, which is now overdue. Kindly remit your payment with the lower portion of this letter in the enclosed self-addressed envelope.

Note that a processing fee will be added to the amount paid by a credit card.

Should your payment not be received within fifteen (15) days of the date of this letter, we will have no alternative but to review this account for further collection activities.

If you have any questions, please contact the undersigned. This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

Thank you.

Very truly yours,

RJ Reilly
Vice President

Online payment(s) can be made by going to www.CLIENTSITE.com ***

Please detach the lower portion and return with your payment ***

11-SFRTRF10-P9-08/16/16

TY14E38B38

P.O. Box 60640

Staten Island NY 10306-0640
RETURN SERVICE REQUESTED

Client: Sample Government Client

File No.: 704-102118174

Balance: \$194.00

0026020024002514776811691 -----TY14E38B38 11

P9 - 11

Sample Debtor7

237 MAIN STREET 1E

INWOOD NJ 11691

12345678-000011-01-1-AA



RTR Financial Services, Inc.

**2 Teleport Drive, Suite 302 • Staten Island, NY 10311
Toll Free: (855) 399-4RTR (4787)
Fax (718) 668-1937**

October 30, 2019

Sample Debtor4
123 PHILLIPS ST
CRANFORD NJ
07016

Re: Sample Government
Client Docket No.:
Amount Due
Dear Debtor:

As you know, our office represents Sample Government Client regarding the above referenced

fine. This letter will acknowledge receipt of your recent payment in the amount of \$XXX.XX
on XX/XX/XX.

Please forward your next payment by detaching the lower portion of this letter and mailing it in the enclosed
envelope. Note that a processing fee will be added to the amount paid by a credit card.

If you have any questions, please do not hesitate to contact RJ Reilly.

This communication is from a debt collector and any information obtained will be used for the purpose of
collecting this debt.

Thank you for your payment.

Sincerely,

RTR Financial Services, Inc.

Enclosure

Online payment(s) can be made by going to www.CLIENTSITE.com ***

Please detach the lower portion and return with your payment ***

8-SFRTRF10-P4-08/16/16

TY14E38B04

P.O. Box 60640

Staten Island NY 10306-0640
RETURN SERVICE REQUESTED

Client: Sample Government Client

File No.: 704-7925091952
Balance: \$164.51

0026020024002514776507016 -----TY14E38B04 8

P4 - 8

Sample Debtor4
123 PHILLIPS ST
CRANFORD NJ 07016

12345678-000008-01-1-1-AA





**Report on RTR Financial Services' Description of Its
Collection Management System and on the Suitability of the
Design of Its Controls Relevant to Security and Availability
as of January 15, 2021**

Service Organization Control (SOC) 2 Type I Report

This report is strictly confidential. Its use is limited to RTR Financial Services, Inc., its Clients and their auditors as of January 15, 2021. It is not intended for general distribution.



Assertion of the Management of RTR Financial Services, Inc.

We have prepared the accompanying description of RTR Financial Services, Inc.'s ("RTR") Collection Management System titled RTR's Description of Its Collection Management System (description) as of January 15, 2021 based on the criteria for a description of a service organization's system set forth in DC Section 200, *2018 Description Criteria for a Description of a Service Organization's System in a SOC 2® Report* (AICPA, *Description Criteria*), (description criteria). The description is intended to provide report users with information about the Collection Management System that may be useful when assessing the risks arising from interactions with RTR's system, particularly information about system controls that RTR has designed, implemented, and operated to provide reasonable assurance that its service commitments and system requirements were achieved based on the trust services criteria relevant to Security and Availability (applicable trust services criteria) set forth in TSP 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Criteria*).

RTR uses subservice organizations to provide IT managed services and colocation services. The description indicates that complementary subservice organization controls that are suitably designed and operating effectively are necessary, along with controls at RTR, to achieve RTR's service commitments and system requirements based on the applicable trust services criteria. The description presents RTR's controls, the applicable trust services criteria, and the types of complementary subservice organization controls assumed in the design of RTR's controls. The description does not disclose the actual controls at the subservice organization.

The description indicates that complementary user entity controls that are suitably designed and operating effectively are necessary, along with controls at RTR, to achieve RTR's service commitments and system requirements based on the applicable trust services criteria. The description presents the service organization's controls, the applicable trust services criteria, and the subservice and complementary user entity controls assumed in the design of the service organization's controls.

We confirm, to the best of our knowledge and belief, that

1. The description presents RTR's Collection Management System that was designed and implemented as of January 15, 2021 in accordance with the description criteria.
2. The controls stated in the description were suitably designed as of January 15, 2021 to provide reasonable assurance that RTR's service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively as of that date, and if the subservice organization and user entities applied the complementary controls assumed in the design of RTR's controls at that date.

**Attachment “B”
Insurance Requirements**

GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. 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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Certificates of Insurance.
5. The County shall retain the right to reject all insurance policies 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.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

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, 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 to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
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.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

CYBER LIABILITY

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

INSURANCE 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. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim

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 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 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 indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302N Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. 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.

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.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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 employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

Attachment "C"
Civil Rights Clauses

Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)