

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/15/2019

Contract/Lease Control #: C19-2820-PS

Procurement#: RFP PS 50-19

Contract/Lease Type: CONTRACT

Award To/Lessee: RTR FINANCIAL SERVICES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2022 W/2 1 YR RENEWALS

Description of Contract/Lease: EMS COLLECTION SERVICES

Department: PS

Department Monitor: VAUGHN

Monitor's Telephone #: 850-689-5690

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

Closed:

Cc: Finance Department Contracts & Grants Office



RTRFINA-01

PDIPAOL0

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
9/22/2021

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

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

PRODUCER RPM Insurance Agency 201 Edward Curry Ave Suite 201 Staten Island, NY 10314	CONTACT NAME: <b>Robert S. Danischewski</b>
	PHONE (A/C, No, Ext): <b>(718) 761-8900 622</b> FAX (A/C, No): <b>(718) 761-9010</b>
	E-MAIL ADDRESS: <b>rdanischewski@rpminsurance.com</b>
INSURER(S) AFFORDING COVERAGE	
INSURER A : <b>The Phoenix Insurance Company</b>	NAIC # <b>25623</b>
INSURER B : <b>The Travelers Indemnity Company</b>	<b>25658</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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			680 6676B665	2/23/2021	2/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680 6676B665	2/23/2021	2/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 6F747048	2/23/2021	2/23/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB 3K451391	2/23/2021	2/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

CONTRACT # C19-2820-PS  
RTR FINANCIAL SERVICES INC.  
EMS COLLECTION SERVICES  
EXPIRES: 09/30/2022 W/ 2 1 YR RENEWAL

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County Board of County Commissioners  
320 N. Wilson Street  
Crestview, FL 32536

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

[View assistance for SAM.gov](#)



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. [Log In](#)

[Login.gov FAQs](#)

**ALERT:** CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

### Search Results

#### Quick Search Results

Total records: 1

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Result Page: 1

Sort by: [Relevance](#) Order by: [Descending](#)

Your search returned the following results...

Entity	<b>R T R Financial Services Inc</b>	Status: <b>Active</b>
DUNS: <b>123416310</b>	CAGE Code: <b>8ASB9</b>	<a href="#">View Details</a>
Has Active Exclusion?: <b>No</b>	DoDAAC:	
Expiration Date: <b>04/11/2020</b>	Debt Subject to Offset?: <b>No</b>	
Purpose of Registration: <b>All Awards</b>		

Result Page: 1

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IBM-P-20190627-1414  
WWW3

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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD 5019 Tracking Number: 340119  
Procurement/Contractor/Lessee Name: RTR Financial Grant Funded: YES \_\_\_ NO X  
Purpose: contract for EMS collection services  
Date/Term: 3 yrs w/ 2 1yr renewals 1.  GREATER THAN \$100,000  
Amount: 7,000 2.  GREATER THAN \$50,000  
Department: PS 3.  \$50,000 OR LESS  
Dept. Monitor Name: Vaughn

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 5-30-19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: no federal \$ Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 5-30-19  
\_\_\_\_\_ Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 6-7-19  
\_\_\_\_\_ County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee



# Board of County Commissioners Purchasing Department

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State of Florida

Date: May 24, 2019

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFP PS 50-19

EMS Collection Services

Okaloosa County would like to thank all businesses which submitted responses to EMS Collection Services. (RFP PS 50-19)

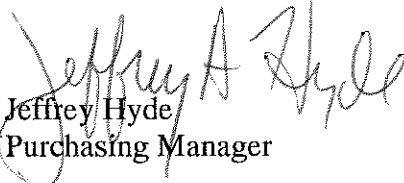
After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**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 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

  
Jeffrey Hyde  
Purchasing Manager

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Thursday, May 30, 2019 4:55 PM  
**To:** DeRita Mason  
**Subject:** RE: RTR Draft Contract

DeRita

This is approved BUT I would like to see Cyber Liability added since they will have confidential information on their computers. They will need to add Okaloosa County as Additional insured and as the certificate holder. We will also need waiver of subrogation on all policies.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@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.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, May 30, 2019 10:19 AM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** RTR Draft Contract

Please review and approve the attached.

Thank you,

DeRita

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, June 07, 2019 12:46 PM  
**To:** DeRita Mason  
**Cc:** Karen Donaldson; Lynn Hoshihara  
**Subject:** RE: RTR Draft Contract

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

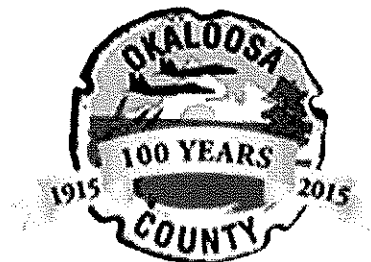
*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, May 30, 2019 11:19 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** RTR Draft Contract

Please review and approve the attached.

Thank you,

DeRita



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

**CONTRACT  
For RFP 50-19  
EMS Collection Services for Okaloosa County Department of Public Safety**

This Contract executed and entered into this 9<sup>th</sup> day of <sup>July</sup>, 2019, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and RTR Financial Services, Inc. (hereinafter the "Contractor"), Foreign Profit Corporation, whose principal address is 2 Teleport Drive, Suite 302, Staten Island, New York, 10311, states as follows:

**WITNESSETH:**

**WHEREAS**, the County through an Invitation to Bids has solicited for **EMS Collection Services for Okaloosa County Department of Public Safety**; and

**WHEREAS**, after due review of all bids, RTR Financial Services, Inc. has been selected for the **EMS Collection Services for Okaloosa County Department of Public Safety**; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B" "attached hereto; and

**WHEREAS**, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. Incorporation of Documents**

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, **RFP PS 50-19, EMS Collection Services for Okaloosa County Department of Public Safety** date of opening April 18, 2019 at 3:00 P.M. and any addendums thereto.
2. Exhibit "B", Federal Regulations, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

**II. Scope of Work**

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "A"



### **III. Invoice Requirements**

The Contractor shall submit all fees payable to the Okaloosa County in accordance with the terms and conditions of this contract and attached Exhibit "A".

### **IV. Duration of Contract and Termination of the Contract**

The Contract will be effective on October 1, 2019 and will continue for three (3) years. The contract may be renewed for an additional two (2) one (1) year renewals upon mutual agreement of both parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

## **V. Remedies**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **VI. Intent of Contract Documents**

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

## **VII. Investigation**

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

## **VIII. Notice**

All notices required by this Contract shall be in writing to the representatives listed below:

### **The authorized representatives of the County shall be:**

Stefan Vaughn, Public Safety Director  
1200 East James Lee Boulevard  
Crestview, FL 32536  
Phone: 850-689-5690  
Email: [svaughn@myokaloosa.com](mailto:svaughn@myokaloosa.com)

### **The authorized representative for RTR Financial Services, Inc. shall be:**

Robert T. Reilly, President  
2 Teleport Drive, Suite 302  
Staten Island, New York 10311  
718-668-2881  
[rreilly@rtrfs.com](mailto:rreilly@rtrfs.com)

### **Courtesy copy to:**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

## **IX. Governing Law & Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

## **X. 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.

**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 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. 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.
3. 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.
4. 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.

#### **XI. 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.

#### **XII. Assignment**

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

#### **XIII. Entire Contract & Waivers**

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied

upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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.

#### **XIV. 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.

#### **XV. Independent Contractor**

Contractor enters into this Contract 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 Contract.

#### **XVI. Third Party Beneficiaries**

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

#### **XVII. Indemnification and Hold Harmless**

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting

from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

#### **XVIII. Representation of Authority to Contractor/Signatory**

The individual signing this Contract on behalf of RTR Financial Services, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of RTR Financial Services, Inc. obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

#### **XIX. 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 Contract. 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.

#### **XX. Insurance**

##### **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.
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><b>LIMIT</b></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<br>Bodily Injury & Property<br>Damage<br>\$1,000,000 each occurrence<br>Products and completed<br>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**

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, 5479A Old Bethel Road, 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.

## **XXI. 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.

## **XXII. Compliance with Laws**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, 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 Work, 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.

## **XXIII. Federal Regulations**

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

## **XXIV. Vendors on Scrutinized Companies Lists**

By executing this Agreement, «Organization», the Contractor, 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 immediately terminate this Agreement for cause if the Contractor 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 Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor 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 Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor 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 Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section this Section shall be null and void.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

**RTR FINANCIAL SERVICES, INC.**

Robert T Reilly  
Printed Name/Title

[Signature]  
Signature

President  
Date:

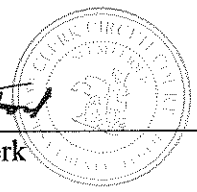
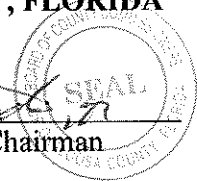
**OKALOOSA COUNTY, FLORIDA**

[Signature]  
Charles K. Windes, Jr., Chairman

Date: JUL 09 2019

ATTEST:

[Signature]  
J.D. Peacock II, Clerk



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:

**Compliance with Regulations:** The contractor (hereinafter includes consultants) 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.

**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.

**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.

**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 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.

**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.

**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), (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 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);
- 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 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* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] 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.
    - a. 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
  - c. 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-
  - a. Enrollment in the E-Verify program; or
  - b. 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.
  - a. 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.
  - b. 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.
  - c. 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>.

- d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
  - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - ii. 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
  - iii. 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

(3) Includes work performed in the United States.

# EXHIBIT "B"



## REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:  
EMS Collection Services

RFP NUMBER:  
RFP PS 50-19

ISSUE DATE:	March 18, 2019	8:00 A.M. CST
LAST DAY FOR QUESTIONS:	April 11, 2019	3:00 P.M. CST
RFP OPENING DATE & TIME:	April 18, 2019	3:00 P.M. CST

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

Okaloosa County, Florida solicits interested parties to submit a proposal on the above referenced EMS Collection Services for Okaloosa County Department of Public Safety. All terms, specifications and conditions set forth in this RFP must be 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 envelopes containing sealed proposals must reference the "RFP Title," "RFP Number," and the "RFP Due Date & Time." Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. 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): 13-4032618

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:  TYPED OR PRINTED NAME Robert T. Reilly

TITLE: President DATE 4/12/2019

NOTICE TO RESPONDENTS  
RFP PS 50-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 p.m. (CST) April 18, 2019, for EMS Collection Services for Okaloosa County Department of Public Safety.

Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.

All originals must have original signatures in blue ink.

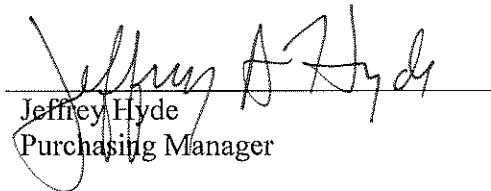
Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 p.m. (CST) April 18, 2019 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "EMS Medical Services for Okaloosa County Department of Public Safety". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

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

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:  
EMS Collection Services for Okaloosa County Department of Public Safety  
RFP PS 50-19  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

  
\_\_\_\_\_  
Jeffrey Hyde  
Purchasing Manager

03/12/2019  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.  
Chairman

**PROPOSAL #: RFP PS 50-19**

**PROPOSAL ITEM: EMS Collection Services for the Okaloosa County Department of Public Safety**

**I. SCOPE OF WORK**

The purpose of the RFP is to obtain a qualified provider to provide EMS Collection Services for the Okaloosa County Public Safety Department.

General Guidelines and Requirements:

- 1) Accounts to be turned over for collections will on average be 180 days past due. The number of accounts turned over to collections during the last 3 calendar years with the corresponding dollar amounts are as follows:
  - a. CY 2016: 4,022 accounts totaling \$2,598,569.00
  - b. CY 2017: 5,608 accounts totaling \$3,759,713.74
  - c. CY 2018: 4,316 accounts totaling \$ 2,817,497.49
- 2) The provider shall have sufficient staff and facilities to provide a full scope of collection services, including, but not limited to, mail tracings.
- 3) In the Collection of debt the provider must adhere to public law.
- 4) When and if litigation becomes necessary, no action may take place until a thorough credit study is completed at no charge to Okaloosa County EMS and the provider must obtain prior written permission from the Okaloosa County attorney.
- 5) In the event a debtor contacts Okaloosa County EMS after an account is transferred to the provider, they will be referred to the provider for further handling.
- 6) The provider attests that it shall obey all laws, standards, prudent business practices, and ethics in collecting accounts. Debtors shall not be subjected to undue intimidation or threats to secure collection.
- 7) The provider shall provide and pay for all materials, labor, attorney and or legal fees, incidentals, and all other services and or facilities of any nature whatsoever that may become necessary to execute, complete and deliver quality service.
- 8) The provider will be required to provide proof of registration as a commercial collection agency in good standing with the State of Florida and appropriate local licensure.
- 9) Provider must permit audits, as requested by Okaloosa County internal and/or external auditors. Okaloosa County EMS will not be responsible for the costs of any audits.
- 10) Providers must agree not to add, delete, or change in any way, an account without prior authorization from Okaloosa County EMS.
- 11) Provider must submit a yearly report of all accounts received, collected and outstanding, including an explanation of all accounts which have not had any payment activity. The provider shall also be required to submit no less than monthly, a list of all accounts it deems uncollectible with a detailed description of all collection efforts undertaken and rationale for conclusion to Okaloosa

County EMS. Okaloosa County EMS reserves the right to remove accounts which were originally placed.

- 12) Provider must agree that any lawsuits incurred as a result of handling Okaloosa County EMS accounts will not be the responsibility of Okaloosa County and shall indemnify Okaloosa County accordingly.
- 13) At a minimum the County will provide the following information to the provider for each debtor:
  - a. Patients name and or guarantor if different than the person who received the services
  - b. Last known address and phone number
  - c. Social Security number and or Federal ID number on record
  - d. Amount due
  - e. Date of Service
- 14) Provider must make available via a secure website, a monthly activity report of all account balances to Okaloosa County EMS, which will be due no later than the fifteenth of each month for the prior months activity. Reports should reflect the following minimum information:
  - a. Patient name
  - b. Account number
  - c. Date and dollar amount submitted to collection firm
  - d. Number of customer contacts and type of contacts made (phone, mail). At its discretion, Okaloosa County may request copies of contact verification via audit trails from the collection firm.
  - e. Collection fee per account
  - f. Monthly payments arranged with patient
  - g. Balance due
- 15) Completed accounts reports shall reflect the following information:
  - a. Patient name
  - b. Date and dollar amount submitted to the collection agency
  - c. Firm collection fee per account
  - d. Total dollars collected
  - e. Firms total payment based on assessed collections percentage
- 16) The payment of fees by Okaloosa County is contingent upon collection. There shall be no payment paid on any account on which collection was not made.
- 17) The provider shall place all accounts on the National Credit Report within 45 days of no activity by the patient and shall remain on the report until the account is paid in full or seven (7) years; it shall only be removed with written permission from Okaloosa County EMS.
- 18) The provider must be available for quarterly meeting with Okaloosa County EMS personnel to discuss billing and collection issues.
- 19) The provider must maintain a professional and open line of communication with personnel from Okaloosa County EMS.
- 20) The provider shall abide by all HIPAA rules that are in place and have the ability to conform to and comply with future changes. Submit documentation reflecting compliance with provisions of HIPAA HITECH in accordance with the American Recover and Reinvestment Act of 2009.

## **II. EVALUATION CRITERIA**

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

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

## **III. PROCEDURES**

1. Receipt of Proposals to include the respondent's Proposal Functionality Declaration. Send proposals to Okaloosa County Purchasing, 5479A Old Bethel Road, Crestview, FL 32536.
2. Public opening and listing of all proposals received.
3. An Evaluation Committee shall meet to evaluate each proposal in accordance with the requirements of this RFP.
4. A short list of proposers will be selected to go forward into final evaluation.
5. Once the short list of Respondents is selected further information may be desired and clarifications sought on proposals.
6. Short-list Respondents may be requested to make additional written submissions with oral presentation or demonstration on site. The location for the oral presentation or demonstration will be the Okaloosa County Administration Building, 1250 N. Eglin Parkway, Suite 102 Shalimar, FL 32579.
7. Negotiations will be conducted with best & final offer(s) requested and reviewed.
8. The Evaluation Committee shall recommend to the Board of County Commissioners the proposal or proposals acceptance of which the Evaluation Committee deems to be in the best interest of the County.

## **IV. TERMS AND CONDITIONS OF CONTRACT**

### **A. TERM OF CONTRACT:**

1. The initial term of this contract shall begin on October 1, 2019 and end on September 30, 2022. Current contract expires September 30, 2019.
2. The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

## V. GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/13/2018

### CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate 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 (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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 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.

**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 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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. 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
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**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:

	<b>LIMIT</b>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident

- |    |                                 |  |
|----|---------------------------------|--|
| 2. | Business Automobile             | \$1,000,000 each accident<br>(A combined single limit)   |
| 3. | Commercial General Liability    | \$1,000,000 each occurrence<br>for Bodily Injury & Property Damage<br>\$1,000,000 each occurrence Products<br>and completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence  |

**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.

**Note: For Contractor’s convenience, this certification form is enclosed and is made a part of the bid package.**

**CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site 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, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days’ 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. Such notification shall be in writing by registered mail, return receipt requested, an 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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

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

## VI. GENERAL PROPOSAL CONDITIONS

### 1. PRE-PROPOSAL ACTIVITY -

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection 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 Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto: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 Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

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 by printing in ink or by typewriter 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 in blue ink. 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.

### 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

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

## 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. APPLICABLE LAWS & REGULATIONS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project 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.

## 9. 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 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 Local, State or Federal Government on its barred/suspended vendor list.

## 10. AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent 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. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

## 11. 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.

## 12. 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.

## 13. 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.

#### 14. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

#### 15. 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.

#### 16. CONE OF SILENCE

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, 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.

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

#### 17. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

#### 18. 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.

#### 19. 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.

20. 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 and until three (3) years after the expiration of contract.

21. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall 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.

22. 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.

23. 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.

## 24: ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension

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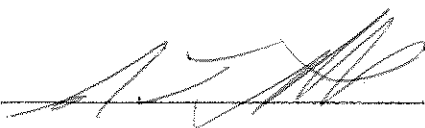
## DRUG-FREE WORKPLACE CERTIFICATION

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: 4/12/2019

SIGNATURE: 

COMPANY: RTR Financial Services, Inc.

NAME: Robert T. Reilly

(Typed or Printed)

ADDRESS: 2 Teleport Drive, Suite 302

Staten Island, New York 10311

TITLE: President

E-MAIL: rreilly@rtrfs.com

PHONE NO.: (718) 668-2881

## 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:  \_\_\_\_\_

NAME(S)

POSITION(S)

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FIRM NAME: RTR Financial Services, Inc.

BY (PRINTED): Robert T. Reilly

BY (SIGNATURE): 

TITLE: President

ADDRESS: 2 Teleport Drive, Suite 302, Staten Island, New York 10301

PHONE NO.: (718) 668-2881

E-MAIL: rreilly@rtrfs.com

DATE: 4/11/2019

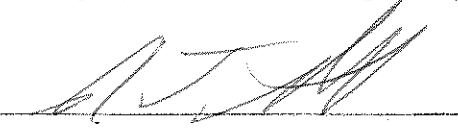
## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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.

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

DATE: 4/2/2019

SIGNATURE: 

COMPANY: RTR Financial Services, Inc.

NAME: Robert T. Reilly

ADDRESS: 2 Teleport Drive Suite 302  
Staten Island, New York 10311

TITLE: President

E-MAIL: rreilly@rtrfs.com

PHONE NO.: (718) 668-2881

## CONE OF SILENCE

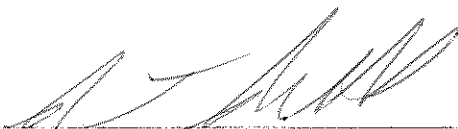
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents 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.

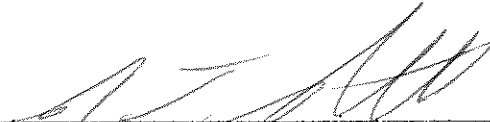
I  representing RTR Financial Services, Inc.  
Signature Company Name  
Robert T. Reilly, President

On this 12<sup>th</sup> day of April 2019 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.

## INDEMNIFICATION AND HOLD HARMLESS

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

RTR Financial Services, Inc.  
Respondent's Company Name

  
Authorized Signature - Manual

2 Teleport Drive, Suite 302, Staten Island, NY 10301  
Physical Address

Robert T. Reilly  
Authorized Signature - Typed

2 Teleport Drive, Suite 302, Staten Island, NY 10301  
Mailing Address

President  
Title

(718) 668-2881  
Phone Number

(718) 668-1937  
FAX Number

(917) 297-9472  
Cellular Number

(917) 297-9472  
After-Hours Number(s)

4/12/2019  
Date

rreilly@rtrfs.com  
Email

## COMPANY DATA

Respondent's Company Name: RTR Financial Services, Inc.

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

Staten Island, New York 10311

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

Phone #: (718) 668-2881

Cell #: (917) 297-9472

Email: rreilly@rtrfs.com

Federal ID or SS #: 13-4032618

Respondent's License #: CCA9903676

Respondent's DUNS #: 123416310

Fax #: (718) 668-1937

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



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](http://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](http://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, New York 10301

Duns Number: 123416310

CAGE Code: Awaiting

**ADDENDUM ACKNOWLEDGEMENT**  
RFP PS 50-19

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

ADDENDUM NO.

DATE

1

4/15/2019

**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.

# 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31, U.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, RTR Financial Services, Inc., 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

4/10/2019 Date

## 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.

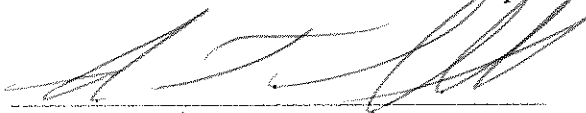
**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

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

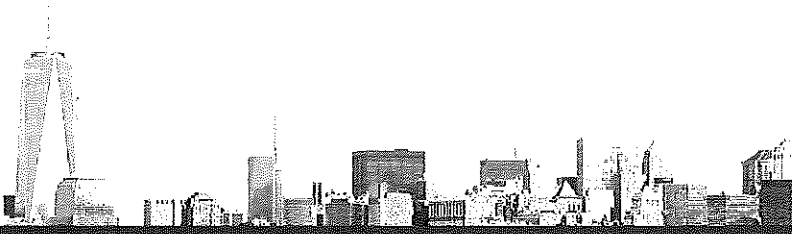
4/19/2019  
Date

EMS COLLECTION SERVICERS FOR OKALOOSA COUNTY  
DEPARTMENT OF PUBLIC SAFETY  
RFP PS S0-19  
DUE: APRIL 18, 2019 BY 3:00 P.M. CST

---

**EXHIBIT B: FLORIDA LICENSE**

---



2 TELEPORT DR.  
TEL: 718.668.2881

STATEN ISLAND, NY 10311  
WWW.RTRFS.COM

**RTR**

**FINANCIAL  
SERVICES** INC.



**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:** 12/31/2019

---

**LICENSE MAIN ADDRESS:**

**STREET:** 2 TELEPORT DRIVE  
SUITE 302

**CITY:** STATEN ISLAND

**STATE:** NY

**ZIP CODE:** 10311

---



EMS COLLECTION SERVICERS FOR OKALOOSA COUNTY  
DEPARTMENT OF PUBLIC SAFETY  
RFP PS 50-19  
DUE: APRIL 18, 2019 BY 3:00 P.M. CST

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**EXHIBIT C: PROOF OF INSURANCE**

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# CERTIFICATE OF LIABILITY INSURANCE

RTRFI-1

OP ID: PD

DATE (MM/DD/YYYY)

03/14/2018

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).

<b>PRODUCER</b> RPM Insurance Agency an Acrisure LLC Agency Partner 201 Edward Curry Ave.-Ste. 201 Staten Island, NY 10314-7101 Robert Danischewski	<b>CONTACT NAME:</b> Robert S. Danischewski <b>PHONE (A/C, No, Ext):</b> 718-761-8900 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 718-761-9010													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Ind Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : Travelers Casualty Ins. Co. of</td> <td>19046</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Ind Co of America	25666	INSURER B : Travelers Indemnity Company	25658	INSURER C : Travelers Casualty Ins. Co. of	19046	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> R.T.R. Financial Services Inc. 2 Teleport Drive, Suite 302 Staten Island, NY 10311															

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-6676B665-18-42	02/23/2018	02/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			680-6676B665-18-42	02/23/2018	02/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUP-6F747048-18-42	02/23/2018	02/23/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-3K451391-18-42G	02/23/2018	02/23/2019	<input 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)

**CERTIFICATE HOLDER****CANCELLATION**

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

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

Bond No. \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That, \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_, as Obligee, in the just and aggregate full sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform as required by the contract, on his part, and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, however, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing date and nature of such default shall be immediately given by the Obligee to the Surety, and in any event, no later than fifteen (15) days hereafter, and shall be forwarded by registered mail to the Surety at its Branch Office, \_\_\_\_\_

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after termination of this bond.

AND PROVIDED FURTHER, HOWEVER, that this bond covers only a term beginning \_\_\_\_\_ and ending \_\_\_\_\_ regardless of the number of years the aforesaid contract shall cover or be in force, and notwithstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure of Principal to post renewal bond(s) shall not constitute a default under the expiring bond.

AND PROVIDED FURTHER, that by acceptance of the bond, \_\_\_\_\_, as Obligee, hereby acknowledges the one year term of the bond and the non-cumulative nature of Surety's liability as set forth in the preceding paragraph.

The surety, however, expressly reserves the right to terminate its liability at any time by giving thirty (30) days written notice to the Obligee. It is further understood and agreed that the Surety will provide thirty (30) days notice of renewal prior to the last day of each contract year.

In witness whereof, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BY: \_\_\_\_\_  
Principal

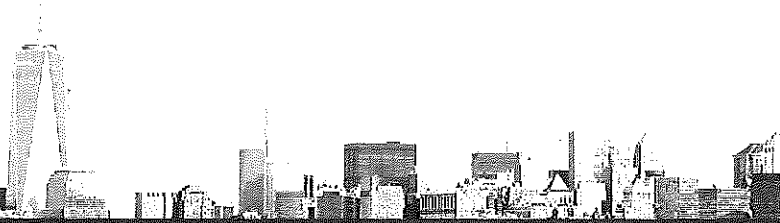
BY: \_\_\_\_\_  
Attorney-In-Fact Surety

EMS COLLECTION SERVICERS FOR OKALOOSA COUNTY  
DEPARTMENT OF PUBLIC SAFETY  
RFP PS 50-19  
DUE: APRIL 18, 2019 BY 3:00 P.M. CST

---

**EXHIBIT D: PROOF OF REGISTRATION WITH SAM.GOV**

---



2 TELEPORT DR.  
TEL: 718.668.2881

STATEN ISLAND, NY 10311  
WWW.RTRFS.COM

**RTR**

**FINANCIAL  
SERVICES** INC.

# RTR is Registered on Sam.Gov

The screenshot shows the SAM.gov Entity Dashboard for RTR Financial Services Inc. The dashboard is divided into a left-hand navigation menu and a main content area. The navigation menu includes sections for Entity Overview, Entity Registration, Reports, and Exclusions, each with sub-links. The main content area displays the entity's registration details, including DUNS number, name, business type, and registration status. It also includes a summary of active exclusion records.

**Entity Dashboard**

**R T R Financial Services Inc**  
DUNS: 123416310  
Status: Submitted  
Expiration Date: Not Yet Assigned  
Purpose of Registration: All Awards

2 Teleport Dr Ste 302  
Staten Island, NY, 10311-1004,  
UNITED STATES

**Entity Overview**

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Reports
  - Service Contract Report
  - BioPreferred Report
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

**Entity Registration Summary**

DUNS: 123416310  
Name: R T R Financial Services Inc  
Business Type: Business or Organization  
Last Updated By: Robert Reilly  
Registration Status: Submitted  
Registration is undergoing IRS TIN Matching. This averages two business days. If it takes longer than one week, contact the Federal Service Desk (www.fed.gov).

**Exclusion Summary**

Active Exclusion Records? No

**From:** [notification@sam.gov](mailto:notification@sam.gov) <[notification@sam.gov](mailto:notification@sam.gov)>

**Sent:** Friday, April 12, 2019 3:00 PM

**To:** Nichola Davidson <[NDavidson@rtrfs.com](mailto:NDavidson@rtrfs.com)>

**Subject:** CONFIRMATION: Registration Submitted for R T R Financial Services Inc / 123416310 in the U.S. Government's System for Award Management (SAM)

*This email was sent by an automated administrator. Please do not reply to this message.*

Dear Robert Reilly,

You successfully submitted the entity registration for R T R Financial Services Inc / 123416310 in the U.S. Government's System for Award Management (SAM).

EMS COLLECTION SERVICERS FOR OKALOOSA COUNTY  
DEPARTMENT OF PUBLIC SAFETY  
RFP PS 50-19  
DUE: APRIL 18, 2019 BY 3:00 P.M. CST

---

**EXHIBIT E: SAMPLE LETTERS**



TY1942E8A1



P.O. Box 60640  
Staten Island NY 10306-0640  
RETURN SERVICE REQUESTED



OFFICE HOURS:  
9:00A.M. TO 8:00P.M. (ET)  
MONDAY-THURSDAY  
9:00A.M. TO 5:00P.M. (ET)  
FRIDAY-SATURDAY  
Telephone: (718) 303-7670  
Toll Free: (855) 399-4787  
SE HABLA ESPAÑOL

Sample Debtor  
123 Main St.  
Anywhere NY 11434

June 5, 2018

Re: Client: Hospital Name  
Patient: Patient Name  
DOS: Account No.: Balance:  
01/23/16 1234567 \$00.00

Dear Sample Debtor:

Please be advised that Hospital Name has placed the above referenced account with this office.

Please direct all calls and letters to RJ Reilly.

We will assume this debt to be valid unless you dispute the validity of all or any part of it within thirty (30) days of receipt of this letter. If you notify us in writing that you dispute all or a portion of this debt, we will obtain and send you verification of the debt or a copy of the judgement against you. Upon written request within thirty (30) days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the creditor named above. This letter is an attempt by a debt collector to collect a debt, and any information obtained will be used for that purpose.

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

For insurance information please provide the following:

Insurance Company: \_\_\_\_\_  
Insurance Address: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Group No.: \_\_\_\_\_  
Policy Holder: \_\_\_\_\_

N.Y.C. Dept. of Consumer Affairs License # 1000523

Online payment(s) can be made by going to [www.RTRFS.com](http://www.RTRFS.com)

1-SFTRF10-R1-02/18/16

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

TY11316133



P.O. Box 60640  
Staten Island NY 10306-0640  
RETURN SERVICE REQUESTED

IF YOU WISH TO PAY BY CREDIT CARD, CIRCLE ONE AND FILL IN THE INFORMATION BELOW.	
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
CARD NUMBER	EXP. DATE
CARD HOLDER NAME	CVV
SIGNATURE	AMOUNT PAID

Client: Hospital Name  
File No.: 1234567  
Balance: \$0.00



002602024002114940011434--TY11316133 1

R1 - 1  
Sample Debtor  
123 Main St.  
Anywhere NY 11434

RTR Financial Services, Inc.  
P.O. Box 60640  
Staten Island NY 10306-0640

TY1942E8A1



P.O. Box 60640  
Staten Island NY 10306-0640  
RETURN SERVICE REQUESTED



OFFICE HOURS:  
9:00A.M. TO 8:00P.M. (ET)  
MONDAY-THURSDAY  
9:00A.M. TO 5:00P.M. (ET)  
FRIDAY-SATURDAY  
Telephone: (718) 303-7670  
Toll Free: (855) 399-4787  
SE HABLA ESPAÑOL

Re: Client: Hospital Name  
Patient: Patient Name  
DOS: Account No.: Balance:  
01/23/16 1234567 \$00.00

Dear Sample Debtor:

As you know, Hospital Name has placed the above referenced account with this office. We regret that you have chosen to ignore our requests for payment.

We urge you to make full payment at once by remitting the balance due in the enclosed envelope. If you are unable to make payment in full, we ask that you contact us to discuss a payment arrangement.

If payment is not received or a payment arrangement is not made, further collection efforts may be taken to collect this debt.

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

Please direct all calls and letters to RJ Reilly.

We await your prompt response.

N.Y.C. Dept. of Consumer Affairs License # 1000523

Online payment(s) can be made by going to [www.RTRFS.com](http://www.RTRFS.com)

2-SFRTRF10-R2-02/18/16

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

TY11316141



P.O. Box 60640  
Staten Island NY 10306-0640  
RETURN SERVICE REQUESTED

IF YOU WISH TO PAY BY CREDIT CARD, CIRCLE ONE AND FILL IN THE INFORMATION BELOW.			
<input type="checkbox"/> MasterCard	<input type="checkbox"/> VISA	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> American Express
CARD NUMBER			EXP. DATE
CARD HOLDER NAME			CVV
SIGNATURE		AMOUNT PAID	

Client: Hospital Name  
File No.: 1234567  
Balance: \$0.00



0026920024002114940111756--TY11316141 2

R2 - 2  
Sample Debtor  
123 Main St.  
Anywhere NY 11756



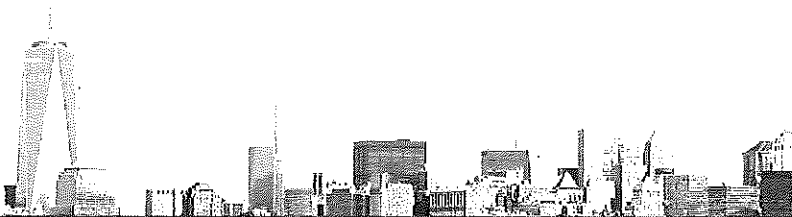
RTR Financial Services, Inc.  
P.O. Box 60640  
Staten Island NY 10306-0640



EMS COLLECTION SERVICERS FOR OKALOOSA COUNTY  
DEPARTMENT OF PUBLIC SAFETY  
RFP PS 50-19  
DUE: APRIL 18, 2019 BY 3:00 P.M. CST

## EXHIBIT F: SAMPLE REPORTS

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## Sample Dialer Report


Date	# Agents	Start time	Finish time	Busy	% Busy	Patient-Agent Contact	Patient Promise to Pay	% of Promise to pay/ CC Given	Promise to pay amount	Credit Card Info given	CC payment amount	Dialer Left Mesg	% LM	No Answer	% No Answer	Disc	% DisCon	Total Accounts
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
<b>Sum</b>				<b>685</b>		<b>4750</b>	<b>143</b>		<b>\$ 3,680.99</b>	<b>140</b>	<b>\$ 4,211.21</b>	<b>9659</b>		<b>7094</b>		<b>263</b>		<b>22,734</b>
<b>Average</b>				<b>137</b>	<b>3%</b>	<b>950</b>	<b>29</b>	<b>1%</b>	<b>\$ 736.20</b>	<b>28</b>	<b>\$ 842.24</b>	<b>1932</b>	<b>43%</b>	<b>1419</b>	<b>31%</b>	<b>52.60</b>	<b>1%</b>	<b>4,547</b>

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




*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 Hospital	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									
<b>YTD Total</b>	<b>613</b>	<b>\$ 100,071.55</b>	<b>1187</b>	<b>\$ 149,483.64</b>	<b>2016</b>	<b>\$ 286,579.27</b>	<b>\$ 876,471.65</b>	<b>3816</b>	<b>\$ 1,412,606.11</b>

		<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 \$ Amts	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

		<i>Monthly Percentage of Recovery Report</i>														
		REFERRALS		TOTAL COLLECTIONS			PENDING			DISCONTINUED			ALLOWANCES		PAID PRIOR	
MONTH	#	\$	\$	\$	%	#	\$	#	#	\$	#	\$	#	\$	#	\$
	ACCTS	AMOUNT	CURRENT	AMOUNT	OF	ACCTS	AMOUNT	PIF	ACCTS	AMOUNT	ACCTS	AMOUNT	ACCTS	AMOUNT	ACCTS	AMOUNT
	RFRD	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	\$ 1,586,834.00	\$ 62,497.00	\$ 135,042.00	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	109	\$ 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	\$ 19,570.00	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																
<b>TOTAL</b>	<b>28126</b>	<b>\$ 13,889,332.00</b>	<b>\$ 204,687.00</b>	<b>\$ 1,270,233.00</b>	<b>9.46%</b>	<b>8922</b>	<b>\$ 5,662,006.00</b>	<b>4741</b>	<b>11055</b>	<b>\$ 6,651,154.00</b>	<b>177</b>	<b>\$ 12,892.00</b>	<b>502</b>	<b>\$ 93,748.00</b>	<b>2906</b>	<b>\$ 356,663.00</b>



DATE: 03/01/18

CONFIRMATION LIST

RTR - OUT PATIENT ACCOUNTS  
Client Name

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

# ACCOUNTS -7  
\$ Amount Referred- \$ 1,683.40



REMITTANCE INVOICE

MONTHLY

INVOICE NUMBER: 0000669  
 PERIOD ENDING: 5/28/18  
 PAGE: 1

CLIENT:

RTR-OUTPATIENT

ATTENTION:

KEY:  
 Partial Payment (PP)  
 Paid In Full (PIF)  
 Settle In Full (SIF)  
 Adjusted In Full (AIF)

DIRECTOR OF PATIENT ACCTS

PATIENT NAME	ACCOUNT NUMBER	DATE OF DISCHARG /SERVICE	DATE OF REFERRAL	DRG CODE	DATE OF PMNT PAYMENT CODE	COLLECTIONS OUR OFFICE	COLLECTIONS YOUR OFFICE	ADJUSTMENT AMOUNT	ADJ COD	CURRENT BALANCE	KEY	FEE
FEE RATE OF 25.00%												
		4/01/13	12/28/13	0	2/16/15			0.02	71	0.00		0.00
		1/15/13	08/16/13	0	2/27/15	1	100.00			1,300.69	PP	25.00
		3/27/13	11/16/13	0	2/05/15			1226.86	60	1,300.69	ADJ	0.00
		1/29/13	06/16/13	0	2/14/15	5	3275.48			0.00	PIF	818.87
3 #	TOTAL OF ADJUSTMENTS MADE						1226.86					
1 #	COLLECTIONS REC'D BY						100.00					
6 #	COLLECTIONS REC'D BY CLIENT						5156.40					
7 #	TOTAL COLLECTIONS						5256.40					
	FEE DUE THIS INVOICE						1314.11					

SYSTEM CODE	COLLECTIONS OUR OFFICE	COLLECTIONS YOUR OFFICE	FEE DUE	ADJUSTMENTS
RTR-OUTPATIENT	100.00	5156.40	1314.11	1226.86
=====	=====	=====	=====	=====
TOTALS:	100.00	5156.40	1314.11	1226.86

TOTAL COLLECTIONS:	5256.40
FEE DUE THESE INVOICE(S):	1314.11
TOTAL DUE RTR:	1314.11
LESS PAYMENTS RECEIVED BY RTR	< 100.00 >
TOTAL DUE RTR AFTER NETTING PAYMENTS	1214.11

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## C. EXECUTIVE SUMMARY

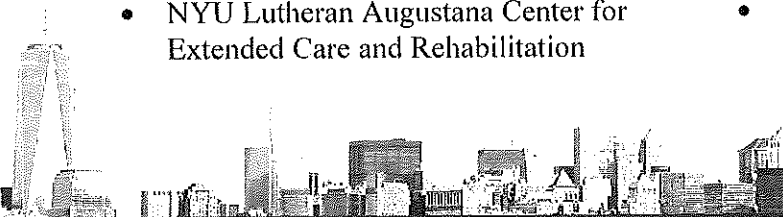
RTR Financial Services, Inc. (RTR) greatly appreciates the opportunity to submit this proposal to Okaloosa County, Florida (the County) in response to your Request for Proposal (RFP) for EMS Collection Servicers for Okaloosa County Department of Public Safety.

Since 1998, RTR has successfully served the accounts receivable management (ARM) needs of high-profile, high-volume healthcare clients. We are healthcare receivables experts with more than 20 years in business, contracts with multiple multifacility healthcare organizations, and in excess of \$17 million in revenue. RTR is headquartered in Staten Island, New York with additional locations in Miami, Florida; Armonk, New York; Buffalo, New York; Woburn, Massachusetts; Madison, Mississippi; and Washington, D.C.

### *AN EXPERIENCED LEADER IN HEALTHCARE COLLECTIONS*

Established in 1998 and incorporated in New York, RTR partners with world-renowned health systems, multifacility hospital networks, and physician groups. Following are some of our prominent healthcare clients:

- Brooklyn Surgery Center
- Eger Nursing Home
- Episcopal Health
- Hackensack UMC Palisades
- Kingsbrook Medical Center
- Maimonides Medical Center
- Menorah Home and Hospital
- Metropolitan Jewish Health System
- Mount Sinai Hospital – Manhattan
- Mount Sinai Hospital – Queens
- New York Eye and Ear Infirmary
- NYU Langone Medical Center
- NYU Lutheran Augustana Center for Extended Care and Rehabilitation
- NYU Lutheran Medical Center
- 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 Downstate Medical Center
- SUNY Stony Brook University Hospital
- SUNY Stony Brook School of Dental Medicine
- SUNY Upstate Medical University
- The Burke Rehabilitation Hospital
- Trinitas Regional Medical Center



At RTR, we believe that the most distinctive aspect of our company is our customer-first attitude. We don't take a cookie-cutter approach to collections or expect you to fit into our prescribed methodology. We fully customize a collection approach to meet your specific needs and requirements. Furthermore, we realize that each of our government clients has its own specific set of processes and procedures that must be followed. RTR is highly flexible and experienced in implementing government and healthcare contracts, with services and benefits that include the following:

- Detailed implementation plan, initiated upon award of contract
- Executive-level project management to oversee the County's portfolio
- Preliminary data scrubs to ensure efficient collections and fast returns to the County
- FDCPA-compliant letter series
- FDCPA-compliant telephone contact
- Continuing skiptracing to locate your patients
- Trained account specialists to receive customer service calls from patients
- Bilingual debtor communications
- Carefully recruited and extensively trained staff
- State-of-the-art technology to support collection efforts
- Flexible payment options for patients
- Knowledgeable client services team to answer your day-to-day questions
- Customized reporting for the County
- Meetings with the County at your request as well as continued phone and email communication

It is also important to keep in mind that RTR does not subcontract, outsource, or nearsource standard collection activities. All work is performed in our New York offices by our trained and supervised staff.



## I. SCOPE OF WORK

*THE PURPOSE OF THE RFP IS TO OBTAIN A QUALIFIED PROVIDER TO PROVIDE EMS COLLECTION SERVICES FOR THE OKALOOSA COUNTY PUBLIC SAFETY DEPARTMENT.*

### ***GENERAL GUIDELINES AND REQUIREMENTS:***

*1) ACCOUNTS TO BE TURNED OVER FOR COLLECTIONS WILL ON AVERAGE BE 180 DAYS PAST DUE. THE NUMBER OF ACCOUNTS TURNED OVER TO COLLECTIONS DURING THE LAST 3 CALENDAR YEARS WITH THE CORRESPONDING DOLLAR AMOUNTS ARE AS FOLLOWS:*

*A. CY 2016: 4,022 ACCOUNTS TOTALING \$2,598,569.00*

*B. CY 2017: 5,608 ACCOUNTS TOTALING \$3,759,713.74*

*C. CY 2018: 4,316 ACCOUNTS TOTALING \$ 2,817,497.49*

RTR acknowledges, accepts, and agrees to this stipulation.

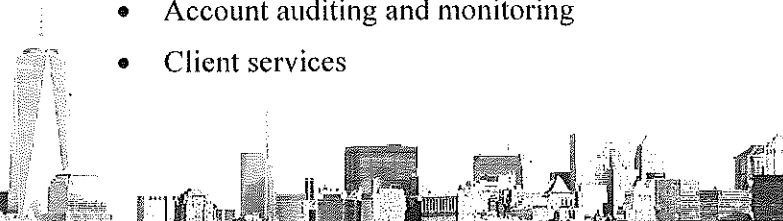
*2) THE PROVIDER SHALL HAVE SUFFICIENT STAFF AND FACILITIES TO PROVIDE A FULL SCOPE OF COLLECTION SERVICES, INCLUDING, BUT NOT LIMITED TO, MAIL TRACINGS.*

RTR acknowledges, accepts, and agrees to this stipulation. RTR currently employs 250 talented individuals. We continuously recruit to expand our growing team. RTR works in a team environment to easily and effectively adjust staffing levels as needed based on placements and volume of accounts, and levels will vary throughout the contract. Located in a highly populated region surrounded by colleges and universities, RTR is fortunate to have a large population of eager professionals seeking a career in financial services.

- We employ career-focused, educated individuals and provide them with a first-class work environment and benefits package. We believe that dedicated, motivated employees keep our turnover rate low and recovery rates high.
- We employ problem-solvers. RTR is a company that finds financial solutions for patients to maximize revenue recovery. By devising creative, manageable options for the patient, ***our collection representatives create win-win situations.***
- We employ visionaries. We know that people with positive attitudes transmit that outlook to everyone with whom they come in contact. Our collectors embrace the philosophy that better days are ahead. They offer encouragement and respect in communication with patients.

The initial number of collection personnel allocated will be determined during implementation. At minimum, the County will have representation from the following areas:

- Executive project manager
- Collection manager, supervisors, and staff
- Account auditing and monitoring
- Client services



- IT customization and support
- Accounting and administration
- Legal and compliance
- Human resources

### A TRAINED, EXPERIENCED STAFF ENSURES SUCCESS

RTR is committed to hiring, training, and fostering the best frontline staff in accounts receivable management. Our 90-day training program comprised of in-house best practices and material created by the ACA International empowers the staff at RTR to efficiently, respectfully, and confidently interact with patients. In keeping with a main tenet of RTR training—that every communication with a patient is an opportunity to engage, communicate, learn, and recover—our account representatives strive to create productive, results-driven interactions. The RTR Collector Training Program covers the following topics:

- Compliance, including the FDCPA, TCPA, FCRA, and all other applicable laws
- Effective communications skills
- Treating patients with dignity and respect
- Negotiation techniques
- Acceptable use of technology
- Company policies
- Client-specific training

Through exceptional attention to quality control, RTR ensures that each employee meets the high standards taught during training and expected by the company and our clients.

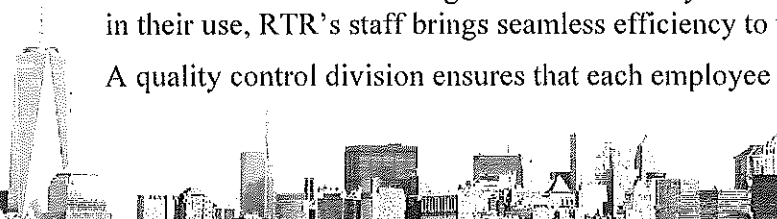
### FDCPA COMPLIANCE TRAINING

A hallmark of RTR's commitment to the success and protection of our clients and employees is realized in our strict adherence to all applicable debt collection laws and exacting in-house standards, such as following the ACA's code of ethics and standards. Details of the FDCPA play a strong role in staff education, with all representatives required to pass company certification on industry governances within the first week of hire. Given the dynamic nature of the collections industry and the compliances that have to be met, continuous education on industry regulations is a critical part of RTR's staff training.

### TECHNOLOGY TRAINING FOR EFFICIENCY AND SECURITY

Beyond learning about the laws and regulations that govern the industry, our staff is trained to use state-of-the-art receivables management software. By having direct access to these systems and being fluent in their use, RTR's staff brings seamless efficiency to the collection process.

A quality control division ensures that each employee is meeting the high standards taught during



training and expected by the company and our clients. As part of these practices, RTR's customer service department employs a quality control call recording program. Communications are monitored and played back on a weekly basis to highlight teachable scenarios and improve service effectiveness.

## CLIENT TRAINING

RTR provides customized client training programs to meet your needs and requirements. We will gladly discuss your training preferences during an on-site meeting with the County. Some of our clients have requested the following training topics that may also apply to the County.

- Customer Service Best Practices
- Streamlining the Business Office
- Collection and Constituent Communication Laws

## EXECUTIVE CONTRACT MANAGEMENT

To demonstrate how much we want to partner with the County in this contract, RTR has dedicated Executive Vice President/Chief Operating Officer Robert J. Reilly as the project manager for this contract. Robert will be your primary contact throughout this engagement and responsible for the management and implementation of the project and is readily available for phone conferences and on-site meetings. Robert is located at our corporate headquarters at 2 Teleport Drive, Suite 302, Staten Island, NY 10311. He can be reached by telephone at 718-668-2881 or by email at [RJReilly@rtrfs.com](mailto:RJReilly@rtrfs.com).

## QUALITY CUSTOMER SERVICE

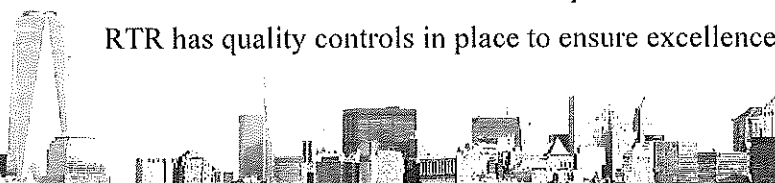
For day-to-day inquiries and questions, our client services team is always ready to help. Client services can run reports, answer questions about an account, solve common technical questions, initiate special requests for ad hoc reports or report customizations, and more.

**RTR Monitors Performance and Measures Results to Ensure Excellent Service and Maximum Recovery.**



Ensuring quality customer service, 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.

RTR has quality controls in place to ensure excellence throughout our operation. Managers monitor



daily inventory reports and dashboards and implement adjustments to staffing, dialer workflows, and other processes as needed. Inventories are established in pooled assignments and distributed to the next available representative.

RTR records all inbound and outbound calls. Managers listen to live calls, selected at random, for quality control and training purposes. RTR audits every account each agent processes each month, reviewing the following:

- Dialer campaign
- Manual dialing of cellphone numbers
- Incoming calls
- Assists other agents as needed
- Guarantor, letters of thanks/appreciation
- Dollars and number of accounts paid or partially paid
- Accounts adjudicated by nonpayment, such as insurance issue or client issue
- Percentage of recovery report

#### RATED A+ BY THE BETTER BUSINESS BUREAU

RTR is a customer-focused company and is proud to boast an A+ rating from the Better Business Bureau (BBB).

We are able to maintain extremely high quality by hiring the best and brightest talent, training them to our highest standards, and closely monitoring daily activities to motivate, support, and inspire our team for excellence.



RTR Proudly Boasts an **A+ Rating**  
from the Better Business Bureau.

#### PERFORMANCE MONITORING

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. 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, Details Call Report, Call Summary Report, Voicemail Report, and more.

Another benefit of our call system analytical reports is that they support efficiencies in our collection efforts. They help RTR to make smart, strategic adjustments to our processes, staffing, and workflows to maximize recoveries.

## ***FULL-SERVICE COLLECTION METHODOLOGY FOR THE COUNTY***

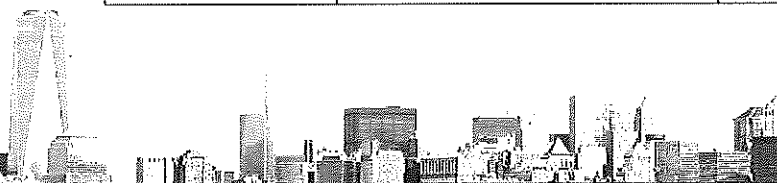
### **IMPLEMENTATION PLAN FOR ON-BOARDING NEW CLIENTS**

While there will be some contact prior to contract execution, communication on the project begins with the project implementation plan, also referred to as new client on-boarding.

Our typical time frame for implementation is about 30 days. The implementation process lays the groundwork for a customized collection strategy and ensures that we are well versed in your expectations and work standards prior to the commencement of collection activities. During this process we will meet with County stakeholders to discuss your collection goals, requirements, desires, challenges, and concerns. You will meet key members of our staff who will manage your portfolio through the entire contract.

The following table shows our typical implementation plan. This plan can be adjusted to meet the County's needs or requirements.

<b>Implementation Plan</b>		
<b>Timeline</b>	<b>Step</b>	<b>Process</b>
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	RTR will assemble all relevant personnel (contract administrator, IT, client services, and accounting). Communicate work standards to team.
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.



<b>Implementation Plan</b>		
<b>Timeline</b>	<b>Step</b>	<b>Process</b>
Days 14–25	Initial File Transfer	We establish data transfer between the County and RTR, test initial transfer to ensure a smooth process.
Days 25–30	Account Placement	Accounts are loaded into our proprietary collection software system. Acknowledgment is sent to the County confirming placement of accounts.

Following the implementation process, RTR immediately begins to collect the County accounts. RTR's collection process is built on a foundation of a commitment to compliance and a determination to maximize recovery rates for our clients. Our collection process is customized to meet your needs and begins upon receipt of each new placement file.

#### 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 an acknowledgment letter each time we receive a new file. 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 patients who have declared bankruptcy or are deceased. A final scrub identifies cellphone numbers to ensure that we are in compliance with the TCPA and do not auto-dial cellphone numbers.

#### WRITTEN CORRESPONDENCE AND TELEPHONE COMMUNICATION

Each patient receives an initial letter immediately upon placement, following the data scrub to ensure that we have the most current address on file. RTR letters are carefully written to ensure compliance with the FDCPA. All letters inform the patient of 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 County requirements, provided the specifications meet FDCPA guidelines. RTR also offers secure online payment options on our website, [www.rtrfs.com/pay](http://www.rtrfs.com/pay). Patients are given the option to pay their account by Visa or MasterCard, 24 hours a day, seven days a week, when it is convenient for them. In conjunction with letters, RTR calls patients using our predictive dialer. Please refer to Exhibit E for samples.

#### INTENSIVE SKIPTRACING FOR PATIENTS

Throughout the collection process, RTR uses a variety of manual and automated skiptracing tools to locate your patients. Supported by our state-of-the-art technology, RTR has the tools to quickly and accurately obtain current contact information that will supplement the information provided by the County and allow for greater success on collection rates. Our experienced staff of skiptracers works with the most advanced tools in the collections marketplace. We use a variety of the most respected and





comprehensive skiptracing tools with electronic access to many of the nation's largest databases, including the following:

- **Records searches:** Records searches include nationwide Departments of Motor Vehicles (DMV), real estate records, and a plethora of online business and residential directories.
- **Accurant:** A service from LexisNexis providing 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 skiptracing efforts with powerful tools to locate customers, mitigate fraud, provide identity authentication, and assist in asset recovery
- **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 consumers
- **Government military information websites:** Online searches for patients actively serving in the military
- **Professional license search databases:** Online searches for patients who hold professional licenses

#### TELEPHONE INQUIRIES FROM PATIENTS

Account specialists are available to take patient calls via a convenient toll-free phone number from Monday through Thursday 9 a.m. to 8 p.m. and Friday and Saturday 9 a.m. to 5 p.m., Eastern time. 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. RTR scans all correspondence, attaching files to the accounts so that representatives can reference the information during patient calls.

#### MULTILINGUAL COMMUNICATIONS

To better serve our clients, RTR employs multilingual account representatives who speak many languages, including, but not limited to, Albanian, Arabic, Cantonese, Hindi, Italian, Moroccan, Punjabi, Russian, Sinhalese, Spanish, and Urdu. RTR uses a telephone translation company to assist with the collection process when necessary.

#### PAYMENT ARRANGEMENTS

If patients state that they cannot make payment in full, we will advise the County and follow predetermined guidelines regarding establishing payment arrangements. Payment arrangement deadlines are monitored by our proprietary receivables software, which will notify our personnel if a payment is missed.



## TECHNOLOGY TO MANAGE CLIENT SERVICES WORKFLOW

RTR uses state-of-the-art technology to support our collection efforts. We invest in maintaining a state-of-the-art technology infrastructure to support and enhance our daily collection efforts, security protocol, and communications.

Our IT team is extremely talented, knowledgeable, and experienced in an expansive variety of systems and platforms. We are highly experienced in transmitting and receiving data from clients via secure file transfer methods required by the County.

By partnering with RTR, the County gains access to an established infrastructure of state-of-the-art collection tools including a high-volume predictive dialing system and proprietary software specifically designed for collections. Through routine maintenance, upgrades, acquisitions, and replacements, we have been able to realize the full potential of our technology-based assets to improve liquidation rates and better serve our clients.

## STATE-OF-THE-ART COLLECTION TECHNOLOGY

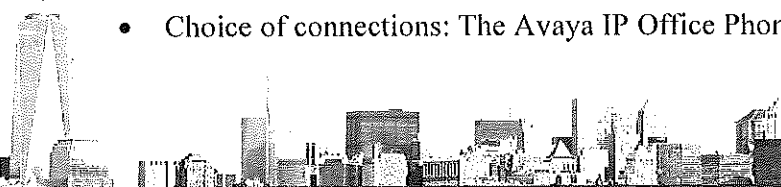
RTR's custom-designed collection software was created to smoothly automate workflows; ensure effective and rapid response to changing business conditions; and interface with vital company functions including accounting, reporting, and client services. Features and benefits of our software include the 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
- Customized business rules enable RTR to proactively manage accounts for productivity, compliance, and results
- Provides extensive reporting options to meet varying client needs
- Prioritization of accounts to identify debtors with highest propensity to pay
- Mobile and in-house document scanning capabilities
- Web-based billing capabilities
- Custom programming

## ROBUST PHONE SYSTEM

RTR has recently upgraded our telecommunications system to the Avaya IP Office Phone system. This system enables RTR to scale to 1,000 users at a single site or across locations. This system provides seamless call overflow coverage between our Staten Island and Armonk locations. Following are some of the highlights of our telephone system:

- Choice of connections: The Avaya IP Office Phone system supports analog lines, PRI/ T1, and IP-



based technologies such as SIP (Session Initiation Protocol) trunking.

- Automated attendants: RTR can program up to 40 automated attendants with up to six simultaneous calls, to handle almost any customized situation for our individual clients.
- Call recording: Recording of incoming or outgoing calls is built in. RTR can set the frequency of recorded calls (all calls, a percentage of calls) or push a button to record calls on demand.
- Call recording archival and retrieval: Calls 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. Recordings are used for training and quality assurance purposes.
- Call center analytics and reporting: Customized reports include elements such as Agent Time Card, Details Call Report, Call Summary Report, Voicemail Report, and more.

### PREDICTIVE DIALING SYSTEM

To streamline account recovery, RTR uses the SpitFire Enterprise predictive dialing system, providing fast, efficient contact penetration and accounts receivable recovery. Following is an overview of our predictive dialing system:

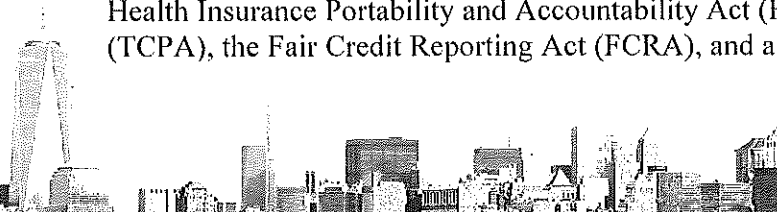
- Places up to 1,000 calls per hour/Handles 16 account managers per call run
- Comprises 32 telephone lines
- Provides “Live Voice” detection technology
- Is fully integrated with RTR account management software
- Provides automated answering and third-party message delivery
- Offers text-to-speech capability for personalized phone messages
- Supports real-time reporting

### 24/7 ONLINE CLIENT ACCESS

RTR’s client access system is available 24 hours per day, seven days per week, 365 days per year. The system allows authorized County staff members to view and/or update the status of accounts at their convenience, including payment postings. Users are able to take various actions using the system, such as add notes or change codes on accounts in real time. Our client services team and your project manager are available to assist with any technical or other issues that may arise throughout the duration of the contract.

### *3) IN THE COLLECTION OF DEBT THE PROVIDER MUST ADHERE TO PUBLIC LAW.*

RTR acknowledges, accepts, and agrees to this stipulation. RTR affirms that we operate in compliance with all federal, state, and local laws, including the Fair Debt Collection Practices Act (FDCPA), the Health Insurance Portability and Accountability Act (HIPAA), the Telephone Consumer Protection Act (TCPA), the Fair Credit Reporting Act (FCRA), and all other applicable laws. We train and supervise



our staff to ensure compliance and exceptional quality for our clients and their patients.

*4) WHEN AND IF LITIGATION BECOMES NECESSARY, NO ACTION MAY TAKE PLACE UNTIL A THOROUGH CREDIT STUDY IS COMPLETED AT NO CHARGE TO OKALOOSA COUNTY EMS AND THE PROVIDER MUST OBTAIN PRIOR WRITTEN PERMISSION FROM THE OKALOOSA COUNTY ATTORNEY.*

RTR acknowledges, accepts, and agrees to this stipulation. RTR never takes legal action without the clients' prior written approval.

#### LEGAL APPROACH

Once we have made every attempt to contact the patient and collect the debt without resolving the account, we may suggest a legal approach. A legal option is considered when the debt balance is at least \$1,500 and we have proved that the patient is financially able to pay the debt. We make this determination by conducting an asset search, which may include bank accounts, investment accounts, property, and other assets.

After the initial assessment, we submit a litigation request to the client for approval.

*5) IN THE EVENT A DEBTOR CONTACTS OKALOOSA COUNTY EMS AFTER AN ACCOUNT IS TRANSFERRED TO THE PROVIDER, THEY WILL BE REFERRED TO THE PROVIDER FOR FURTHER HANDLING.*

RTR acknowledges, accepts, and agrees to this stipulation.

*6) THE PROVIDER ATTESTS THAT IT SHALL OBEY ALL LAWS, STANDARDS, PRUDENT BUSINESS PRACTICES, AND ETHICS IN COLLECTING ACCOUNTS. DEBTORS SHALL NOT BE SUBJECTED TO UNDUE INTIMIDATION OR THREATS TO SECURE COLLECTION.*

RTR acknowledges, accepts, and agrees to this stipulation. RTR affirms that we operate in compliance with all federal, state, and local laws, including the FDCPA, HIPAA, TCPA, FCRA, and all other applicable laws. We train and supervise our staff to ensure compliance and exceptional quality for our clients and their patients.

RTR understands the sensitive nature of healthcare collections. Our collection representatives are seasoned professionals, trained to treat every patient with dignity and respect.

*7) THE PROVIDER SHALL PROVIDE AND PAY FOR ALL MATERIALS, LABOR, ATTORNEY AND OR LEGAL FEES, INCIDENTALS, AND ALL OTHER SERVICES AND OR FACILITIES OF ANY NATURE WHATSOEVER THAT MAY BECOME NECESSARY TO EXECUTE, COMPLETE AND DELIVER QUALITY SERVICE.*

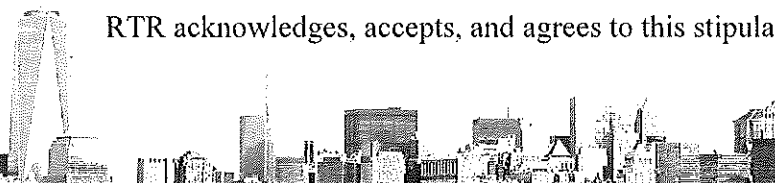
RTR acknowledges, accepts, and agrees to this stipulation.

*8) THE PROVIDER WILL BE REQUIRED TO PROVIDE PROOF OF REGISTRATION AS A COMMERCIAL COLLECTION AGENCY IN GOOD STANDING WITH THE STATE OF FLORIDA AND APPROPRIATE LOCAL LICENSURE.*

RTR acknowledges, accepts, and agrees to this stipulation. Please refer to Exhibit B for proof of licensure.

*9) PROVIDER MUST PERMIT AUDITS, AS REQUESTED BY OKALOOSA COUNTY INTERNAL AND/OR EXTERNAL AUDITORS. OKALOOSA COUNTY EMS WILL NOT BE RESPONSIBLE FOR THE COSTS OF ANY AUDITS.*

RTR acknowledges, accepts, and agrees to this stipulation. We welcome Okaloosa auditors to examine



accounts. RTR takes full responsibility for all costs incurred as a result of an audit.

*10) PROVIDERS MUST AGREE NOT TO ADD, DELETE, OR CHANGE IN ANY WAY, AN ACCOUNT WITHOUT PRIOR AUTHORIZATION FROM OKALOOSA COUNTY EMS.*

RTR acknowledges, accepts, and agrees to this stipulation. We agree to not add, delete, or change in any way an account without prior authorization from Okaloosa County EMS.

*11) PROVIDER MUST SUBMIT A YEARLY REPORT OF ALL ACCOUNTS RECEIVED, COLLECTED AND OUTSTANDING, INCLUDING AN EXPLANATION OF ALL ACCOUNTS WHICH HAVE NOT HAD ANY PAYMENT ACTIVITY. THE PROVIDER SHALL ALSO BE REQUIRED TO SUBMIT NO LESS THAN MONTHLY, A LIST OF ALL ACCOUNTS IT DEEMS UNCOLLECTIBLE WITH A DETAILED DESCRIPTION OF ALL COLLECTION EFFORTS UNDERTAKEN AND RATIONALE FOR CONCLUSION TO OKALOOSA COUNTY EMS. OKALOOSA COUNTY EMS RESERVES THE RIGHT TO REMOVE ACCOUNTS WHICH WERE ORIGINALLY PLACED.*

RTR acknowledges, accepts, and agrees to this stipulation.

*12) PROVIDER MUST AGREE THAT ANY LAWSUITS INCURRED AS A RESULT OF HANDLING OKALOOSA COUNTY EMS ACCOUNTS WILL NOT BE THE RESPONSIBILITY OF OKALOOSA COUNTY AND SHALL INDEMNIFY OKALOOSA COUNTY ACCORDINGLY.*

RTR acknowledges, accepts, and agrees to this stipulation. RTR takes full responsibility for our conduct during the collection process. Any lawsuits incurred as a result of our handling of the County's EMS accounts will be RTR's responsibility and we indemnify Okaloosa County.

*13) AT A MINIMUM THE COUNTY WILL PROVIDE THE FOLLOWING INFORMATION TO THE PROVIDER FOR EACH DEBTOR:*

*A. PATIENTS NAME AND OR GUARANTOR IF DIFFERENT THAN THE PERSON WHO RECEIVED THE SERVICES*

RTR acknowledges, accepts, and agrees to this stipulation.

*B. LAST KNOWN ADDRESS AND PHONE NUMBER*

RTR acknowledges, accepts, and agrees to this stipulation.

*C. SOCIAL SECURITY NUMBER AND OR FEDERAL ID NUMBER ON RECORD*

RTR acknowledges, accepts, and agrees to this stipulation.

*D. AMOUNT DUE*

RTR acknowledges, accepts, and agrees to this stipulation.

*E. DATE OF SERVICE*

RTR acknowledges, accepts, and agrees to this stipulation.

*14) PROVIDER MUST MAKE AVAILABLE VIA A SECURE WEBSITE, A MONTHLY ACTIVITY*



*REPORT OF ALL ACCOUNT BALANCES TO OKALOOSA COUNTY EMS, WHICH WILL BE DUE NO LATER THAN THE FIFTEENTH OF EACH MONTH FOR THE PRIOR MONTHS ACTIVITY. REPORTS SHOULD REFLECT THE FOLLOWING MINIMUM INFORMATION:*

**A. PATIENT NAME**

RTR acknowledges, accepts, and agrees to this stipulation.

**B. ACCOUNT NUMBER**

RTR acknowledges, accepts, and agrees to this stipulation.

**C. DATE AND DOLLAR AMOUNT SUBMITTED TO COLLECTION FIRM**

RTR acknowledges, accepts, and agrees to this stipulation.

**D. NUMBER OF CUSTOMER CONTACTS AND TYPE OF CONTACTS MADE (PHONE, MAIL). AT ITS DISCRETION, OKALOOSA COUNTY MAY REQUEST COPIES OF CONTACT VERIFICATION VIA AUDIT TRAILS FROM THE COLLECTION FIRM.**

RTR acknowledges, accepts, and agrees to this stipulation.

**E. COLLECTION FEE PER ACCOUNT**

RTR acknowledges, accepts, and agrees to this stipulation.

**F. MONTHLY PAYMENTS ARRANGED WITH PATIENT**

RTR acknowledges, accepts, and agrees to this stipulation.

**G. BALANCE DUE**

RTR acknowledges, accepts, and agrees to this stipulation.

RTR's client access system is available 24 hours per day, seven days per week, 365 days per year. The system allows users to view and/or update the status of accounts at their convenience. Users are able to take various actions using the system, such as add notes or change codes on accounts in real time.

Our client services team and your project manager are available to assist with any technical or other issues that may arise throughout the duration of the contract. All administrative and support services for this contract are *provided at no additional cost*.

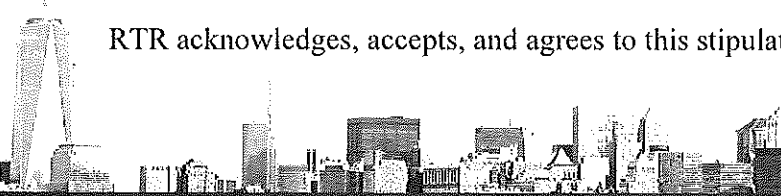
**15) COMPLETED ACCOUNTS REPORTS SHALL REFLECT THE FOLLOWING INFORMATION:**

**A. PATIENT NAME**

RTR acknowledges, accepts, and agrees to this stipulation.

**B. DATE AND DOLLAR AMOUNT SUBMITTED TO THE COLLECTION AGENCY**

RTR acknowledges, accepts, and agrees to this stipulation.



***C. FIRM COLLECTION FEE PER ACCOUNT***

RTR acknowledges, accepts, and agrees to this stipulation.

***D. TOTAL DOLLARS COLLECTED***

RTR acknowledges, accepts, and agrees to this stipulation.

***E. FIRMS TOTAL PAYMENT BASED ON ASSESSED COLLECTIONS PERCENTAGE***

RTR acknowledges, accepts, and agrees to this stipulation.

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 the first report on any new referrals is produced. Reports are typically provided on a monthly basis; however, we will comply with all of the County's specifications, providing reports in ***any format and frequency that you require.***

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
- Change of Address
- Monthly Remittance

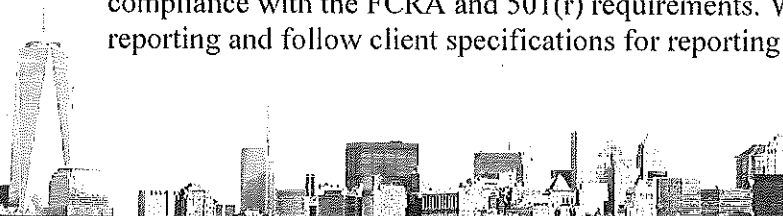
Again, we will customize any and all reports to meet your requirements and specifications, at no additional cost. Please refer to Exhibit F for samples of some of our standard reports.

***16) THE PAYMENT OF FEES BY OKALOOSA COUNTY IS CONTINGENT UPON COLLECTION. THERE SHALL BE NO PAYMENT PAID ON ANY ACCOUNT ON WHICH COLLECTION WAS NOT MADE.***

RTR acknowledges, accepts, and agrees to this stipulation.

***17) THE PROVIDER SHALL PLACE ALL ACCOUNTS ON THE NATIONAL CREDIT REPORT WITHIN 45 DAYS OF NO ACTIVITY BY THE PATIENT AND SHALL REMAIN ON THE REPORT UNTIL THE ACCOUNT IS PAID IN FULL OR SEVEN (7) YEARS; IT SHALL ONLY BE REMOVED WITH WRITTEN PERMISSION FROM OKALOOSA COUNTY EMS.***

RTR acknowledges, accepts, and agrees to this stipulation. RTR reports to TransUnion, Experian, and Equifax in accordance with client specifications. All credit reporting activities are conducted in compliance with the FCRA and 501(r) requirements. We do not have a dollar threshold for credit reporting and follow client specifications for reporting criteria.



***18) THE PROVIDER MUST BE AVAILABLE FOR QUARTERLY MEETING WITH OKALOOSA COUNTY EMS PERSONNEL TO DISCUSS BILLING AND COLLECTION ISSUES.***

RTR acknowledges, accepts, and agrees to this stipulation.

***19) THE PROVIDER MUST MAINTAIN A PROFESSIONAL AND OPEN LINE OF COMMUNICATION WITH PERSONNEL FROM OKALOOSA COUNTY EMS.***

RTR acknowledges, accepts, and agrees to this stipulation. To ensure open lines of communication, RTR has dedicated Executive Vice President/Chief Operating Officer Robert J. Reilly as the project manager for this contract. Robert will be your primary contact throughout this engagement and responsible for the management and implementation of the project and is readily available for phone conferences and on-site meetings. Robert is located at our corporate headquarters at 2 Teleport Drive, Suite 302, Staten Island, NY 10311. He can be reached by telephone at 718-668-2881 or by email at [RJReilly@rtrfs.com](mailto:RJReilly@rtrfs.com).

For day-to-day questions and requests, our client services team is ready to work with the County's staff.

***20) THE PROVIDER SHALL ABIDE BY ALL HIPAA RULES THAT ARE IN PLACE AND HAVE THE ABILITY TO CONFORM TO AND COMPLY WITH FUTURE CHANGES. SUBMIT DOCUMENTATION REFLECTING COMPLIANCE WITH PROVISIONS OF HIPAA HITECH IN ACCORDANCE WITH THE AMERICAN RECOVER AND REINVESTMENT ACT OF 2009.***

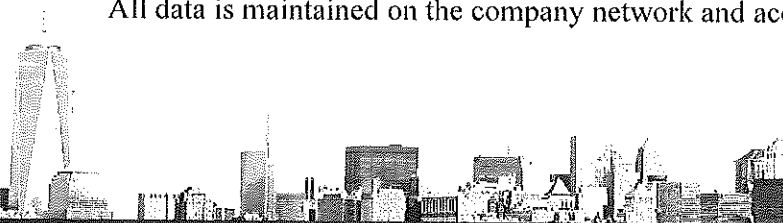
RTR acknowledges, accepts, and agrees to this stipulation. RTR affirms that we operate in compliance with all federal, state, and local laws, including the FDCPA, HIPAA, TCPA, FCRA, and all other applicable laws. We train and supervise our staff to ensure compliance and exceptional quality for our clients and their patients.

#### **HIPAA SECURITY PROCEDURES AND CONTROLS—RESTRICTING ACCESS**

RTR's security policy restricts data access to authorized personnel based on their job responsibilities. Access is granted on a need-to-know basis after the department manager requests access for their staff member. Controls to grant and revoke access are handled by RTR's IT department and include the following:

- External emails to clients are encrypted. Clients are required to access a secure email website and enter a valid username and password, which they receive with their initial access to the site.
- Staff members are restricted to internal email only. Provision of both internal and external email to those users requiring communication with clients and staff working outside of the office is provided by specific authorization only.
- Personal email and webmail access are disallowed. This falls under the heading of level two firewall restrictions.

Additionally, employees do not have the ability to print, copy, or download patient information locally. All data is maintained on the company network and access is logged. If printed information is required,





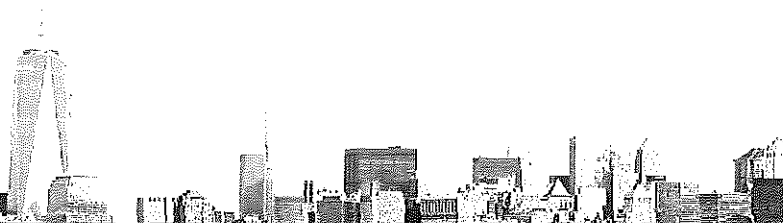
access must be approved by the department manager. Upon termination, the employee's access is immediately revoked by IT.

## INFORMATION SECURITY PROTOCOL

RTR understands the importance of protecting patient information and has taken industry-leading measures to comply with HIPAA with the following actions:

- **Encrypting Computers:** Each and 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 PHI 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 below the management level have internal email capabilities.
- **Disabling Personal Email:** All personal email and webmail access are disabled within the RTR network. This not only allows RTR to keep information on the network but also secures RTR from any 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 prints documents and what is printed. You 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. All 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 shall 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.



## REFERENCES

RTR is pleased to present the following healthcare references to the County. We encourage you to contact them and learn directly from our clients why they choose RTR as their collection partner, year after year.

- Hillsborough County Public Utilities Department: Mike Man, Manager, 601 E. Kennedy Blvd., Tampa, FL 33602. Phone: 813-612-7702. Email: [mannm@HCFLGov.net](mailto:mannm@HCFLGov.net)
- NYU Langone Health Network: Wesley Smith, Senior VP of Patient Financial Services, 14 Wall Street, New York, NY 10005. Phone: 212-404-4301. Email: [wesley.smith@nyumc.org](mailto:wesley.smith@nyumc.org)
- Mount Sinai Health Network: Carolyn Albanese, VP of Patient Financial Services, 1 Gustave L. Levy Place, New York, NY 10029. Phone: 212-731-3752. Email: [carolyn.albanese@mountsinai.org](mailto:carolyn.albanese@mountsinai.org)
- SUNY Downstate Medical Center: Bernadette Selby, AVP Revenue Cycle, 450 Clarkson Avenue, Brooklyn, NY 11203. Phone: 718-826-5038. Email: [bernadette.selby@downstate.edu](mailto:bernadette.selby@downstate.edu)
- Stony Brook University: Scott Mathesie, Director Patient Financial Services, 31 Research Way, Room 164, East Setauket, NY 11733-9113. Phone: 631-444-4154. Email: [Scott.Mathesie@stonybrookmedicine.edu](mailto:Scott.Mathesie@stonybrookmedicine.edu)
- SUNY Upstate Medical University: Lisa Kustyn, MBA, Assistant Director of A/R Follow-Up, 750 East Adams Street, Syracuse, NY 13210. Phone: 315-464-2357. Email: [KustynL@upstate.edu](mailto:KustynL@upstate.edu)

## COST PROPOSAL

RTR is pleased to offer the following competitive cost proposal to the County:

- Primary Placements: 12%
- Secondary Placements: 19%
- Collection with Legal: 28%



EMS COLLECTION SERVICERS FOR OKALOOSA COUNTY  
DEPARTMENT OF PUBLIC SAFETY  
RFP PS 50-19  
DUE: APRIL 18, 2019 BY 3:00 P.M. CST

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**EXHIBIT A: COMPLETED RFP FORMS**

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2 TELEPORT DR.  
TEL: 718.668.2881

STATEN ISLAND, NY 10311  
WWW.RTRFS.COM

**RTR** FINANCIAL  
SERVICES, INC.