

CITY OF LAUDERHILL
COLLECTION SERVICES



RFQ 2024-037

Advertise dates: August 9, 2024 and August 16, 2024

Due Date: September 11, 2024

NOTICE

NOTICE IS HEREBY GIVEN that the CITY OF LAUDERHILL is seeking qualified firms to submit seal qualification for the following work as specified.

COLLECTION SERVICES RFQ NUMBER: 2024-037 CITY OF LAUDERHILL, FLORIDA

The City of Lauderhill will be accepting sealed statements of qualification from qualified proposers until 10:45 AM on **September 11, 2024** via IonWave. ***Emailed proposals will not be accepted.***

The purpose of this Solicitation is to establish one or more contracts for the services as specified herein, from an entity that will provide prompt and professional service. Specifically, the purpose is to select one or more providers to perform Collection Services according to the attached specifications.

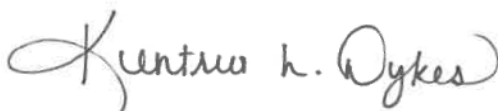
The RFQ documents may be examined and obtained on and after August 9, 2024 at IonWave. Vendors who obtain solicitation documents from other sources than the Finance Department are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by the Finance/Purchasing Department.

Responsible questions regarding this RFQ solicitation may be directed to the Purchasing Department via the IonWave portal. The last date for questions pertaining to this proposal is ten (10) days prior to the proposal due date. Questions received after this date will not be answered.

Per Section 287.05701, Florida Statutes, the City of Lauderhill ("CITY") will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

All proposers must register with the City online. The direct link is <https://lauderhill.ionwave.net/>. The Commission of the City reserves the right to reject any or all Request for Qualifications (RFQ), waive any and all informalities or irregularities, re-advertise for RFQ's to award in whole or in part to one or more proposer's, or take any other such actions that may be deemed to be in the best interest of the citizens of Lauderhill. **"The winning proposers are required to enter into a contract with the City of Lauderhill".**

City of Lauderhill



Kentrea Dykes
Purchasing and Contract Manager

Advertising Dates: August 9, 2024 and August 16, 2024

TABLE OF CONTENTS

<u>CONTENTS:</u>	<u>PAGE #</u>
NOTICE TO PROPOSERS	2
SECTION 1 STATEMENT OF WORK	4
1-1 PURPOSE	4
1-2 REQUIREMENTS	5
1-3 CONFIDENTIALITY	5
1-4 RECORDS	6
1-5 TYPES OF REFERRALS	6
1-6 COLLECTION FEES/COSTS	7
1-7 REMITTANCE	8
1-8 REPORTING	8
1-9 REPORTING TO CREDIT BUREAUS	9
1-10 PROPOSAL QUALIFICATIONS	10
1-11 PROPOSAL EVALUATION	10
1-12 SELECTION/NEGOTIATION PROCESS	10
SECTION 2	
2-1 SUBMISSION REQUIREMENTS	11
2-2 TERM OF CONTRACT	11
2-3 INSURANCE REQUIREMENTS	12
2-4 ADDITIONAL INFORMATION	13
SECTION 3 ATTACHMENTS	14
A STATEMENT OF NON-PARTICIPATION	15
B EVALUATION MATRIX	16
C SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	17
D NON-COLLUSIVE AFFIDAVIT	20
E VENDOR DRUG-FREE WORKPLACE	21
F REFERENCES	22
G QUALIFICATION STATEMENT	23
H PRICE PROPOSAL	25
I SAMPLE AGREEMENT	26
J CHECK LIST	32

SECTION 1

REQUEST FOR QUALIFICATION RFQ 2024-037 ALL INTERESTED PARTIES:

STATEMENT OF WORK

1-1 Purpose

The City of Lauderhill seeks responses from qualified Proposers to conduct Debt Collection Services. These services will maximize collections of authorized departmental delinquent accounts, thereby enhancing the City of Lauderhill's revenues, using the most cost-effective methods and the highest professional standards. The debt collection services provided pursuant to this RFQ, shall be available for all debts owed to City of Lauderhill. Debts can include medical collections, water and sewer charges, police details, garbage fees, third party payments, fines, fees, licenses, permits, interest income, assessments, and any other type of receivable that is capable of being collected with the exception of revenues specifically governed by separate statutes such as revenues from taxes, investments, federal grants, Medicaid vendor overpayments and debts of cities and towns. It is intended that this RFQ may result in multiple awards to qualified Proposers and from a qualified suppliers list of Proposers who will participate in the Contract(s) and will provide department collection services to any authorized agency of the City of Lauderhill.

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

The Successful Proposer(s) shall adhere to the Federal Fair Debt Collection Act regulates third-party debt collectors and the Florida's Debt Collection Procedures Law applies to both creditors and third-party collectors.

The Proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Proposal response shall include a paragraph-by-paragraph response indicating how or that they do comply with the specifications. The Proposal should not simply rephrase or restate the City's requirements, but rather shall provide convincing rationale to address how the Proposer intends to meet these requirements. Proposers shall assume that the City has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the Proposal.

1-2

Requirements

The Successful Proposer(s) shall provide the following services:

- Perform all necessary services on the City's behalf in order to obtain collection of amounts due to the City on accounts submitted to the collection agency.
- Collection activities, which include, but are not limited to, telephone contact, mail correspondence, skip tracing, and credit bureau reporting.
- Provide monthly reports to the City detailed, for each City department (e.g., Finance-Utility and Miscellaneous Receivable, and Fire/Medical-Fire Response and Ambulance Charges, etc.) for items.
- Acknowledgement of new accounts submitted
- Status of all accounts submitted
- Accounts no longer being pursued and the reason why
- Active accounts showing the amount submitted, amount paid in the current period (30 days), amount paid to date, balance remaining on the account, and amount of commission resulting from any current payment
- Summary report detailing by year the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date.
- Remit the amount due to the City resulting from payments made directly to the agency by the 10th of each month.
- Return to the City at no charge or billed commission any account that was placed in error, or any account previously submitted but requested returned by the City for City and/or legal follow up and collection
- Only upon approval by the City's Director of Finance will the agency pursue legal action for collection
- Have established internal computer systems to accept and communicate with all City computer systems to provide acceptance and information of City's file transmissions
- Accept any account submitted to the agency regardless of account amount or age of receivable
- Provide notification to the City during same business day of any file transmission error or system interruption, and verification to the City of receipt of the completed file transmission
- Provide a primary and secondary contact to the City for daily operational issues
- The Successful Proposer(s) shall meet with the City at least biannually

1-3

Confidentiality

The Successful Proposer(s) shall maintain confidentiality of all documents and information provided by the City, except as to disclosure required by State and Federal laws and regulations.

1-4

Records

The Successful Proposer(s) must maintain a complete, separate and detailed record of each account (using the City's account, citation, or case number), including all collection actions taken for related transactions and communications, for a period of no less than six years after termination of the collection action or each account. The Successful Proposer(s) shall grant the City access to these records for inspection purposes during reasonable business hours for six years after termination of the collection contract.

The Successful Proposer(s) shall employ a Certified Public Accountant firm to perform an annual financial audit of the Successful Proposer(s). A copy of the audit report and any management letters or auditor comments relevant to the Successful Proposer(s)'s fiscal/management practices affecting or having the potential to affect the performance of services described in this RFQ and resulting contract shall be sent to the Finance Director on an annual basis for each year covered by the contract for services. The City will have the right to request or perform an audit of the Successful Proposer(s)'s books and records at any time.

1-5

Types of Referrals

1. General Accounts

- General Accounts shall mean utility bills, medical transport, fines, rents, assessments, fees, penalties; past due accounts, or other amounts owed the City.

The Successful Proposer(s) shall accept referrals from the City only through the Finance Director or her designee for General Accounts. The Successful Proposer(s) shall not have full rights to the accounts and shall only be able to pursue collections on behalf of the City. The City shall provide copies of documentation as required by the Successful Proposer(s) to respond to debtors' requests. The City will make every effort to provide all pertinent information to the Proposer through the account referral data in a format approved by the City.

The Successful Proposer(s) shall allow for time payment agreements and place this statement on all collection notices. The Finance Director shall set parameters in which the Successful Proposer(s) may accept a payment agreement without permission of the City.

The Successful Proposer(s) shall not have authority to accept a compromise settlement on any account without written consent of the Finance Director for General Accounts. This consent may be accomplished by setting parameters in which the Successful Proposer(s) may accept a settlement without permission.

2. NSF/Returned Checks

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

Currently, City NSF/returned check fees are \$25, \$30, \$40 or 5% of the amount if higher, in accordance with Florida Statute Section 832.07. At the sole discretion of the Finance Director, the Successful Proposer(s) shall receive NSF from the City's Finance Director in a timely manner. Within 15 days of receipt of an NSF/returned check, the Successful Proposer(s) shall provide any notices to the debtors that are required by law and/or necessary to collect the debt owed the City. At the end of the 15-day period, at the sole discretion of the City, collection efforts on the NSF/returned check may be continued as a General Account collection item.

- Stop payments will be handled at the discretion of the City

1-6

Collection Fees/Costs

1. General Accounts

- For all General Accounts referred by the City, unless otherwise instructed by the Finance Director, the Successful Proposer(s) fee shall be added by the Successful Proposer(s) to the principal amount of the debt collected by the Proposer from the debtor, and deducted by the Proposer prior to remitting the principal amount to the City, as presently authorized by state law.
- Should there be changes in laws or City policy that allows a different method for recovering collection Successful Proposer(s) fees, the Successful Proposer(s) shall modify its methods accordingly, upon instruction from the Finance Director and execution of an amendment(s) to the Contract(s).
- The Successful Proposer(s) shall accrue interest on outstanding balances at the rate of twelve percent per annum upon assignment to collections from the City and only while in active collection status. All interest collected will be remitted to the City.
- If an account is reduced or cancelled by the City, no collection fee will be due the Proposer for the amount so reduced or cancelled or as otherwise stated in the contract.

- If the bankruptcy court discharges the Successful Proposer(s)'s fee, the Successful Proposer(s) shall be entitled to a percentage equal to the Successful Proposer(s)'s fee of the non-dischargeable debt collected. The Successful Proposer(s) shall deduct this amount prior to remitting the remaining principal amount to the City.

2. NSF/Returned Checks

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

1-7

Remittance

- The Successful Proposer(s) shall forward by the 10th of the month following the collection, all monies collected together with a statement of original balance, fee assessed, amount of payment and balance to the City.
- If a partial payment is collected, the Successful Proposer(s) shall remit a pro-rata share to the City. For example, if the amount owed the City is \$100 and the collection fee is \$20 (total due of \$120) and \$90 is collected, the Successful Proposer(s) would remit \$75 to the City ($100/120 \times 90$) and would retain \$15 ($20/120 \times 90$).
- If the Successful Proposer(s) receives payment from a debtor who owes money to other parties not related to the City, the Successful Proposer(s) shall pay the City first, unless specifically directed otherwise by the debtor.

1-8

Reporting

- The Successful Proposer(s) shall have a comprehensive computerized system to report account status, collection statistics and other information as required by the City on a daily, monthly, annual or other basis. Reports shall be received no more than 10 days after completion of the appropriate period. Provided below is the minimum reporting requirements, subject to change at the sole discretion of the Finance Director.
- Cash Activity Report: This report tracks by City of Lauderhill departments, on a monthly and annual basis, the total dollars collected, fees collected, interest collected, and dollars remitted to the City.

Referral Report: This report tracks by City of Lauderhill departments, on a monthly and annual basis, the number of accounts and dollars referred into active collection.

Monthly Transaction Journal: This report tracks all postings to any City account and department. Each posting tracks amounts allocated to principal, Successful Proposer(s) fees, interest, legal costs or fees and NSF checks.

Suit and Garnishment Report: This report tracks new suits and garnishments requested during the month and all garnishments or legal fees paid in full during the month.

Aging Report: This report tracks the current balance owing, amount collected on each account during the previous month and year-to-date, and the age of each account since referral by the City.

1-9

Reporting to Credit Bureaus

The Successful Proposer(s) shall report all uncollected accounts to the major credit bureaus. Such reporting must be in accordance with all applicable Federal and Florida laws including, but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, Regulations and the Consumer Credit Protection Act, as now in effect or hereafter amended. The Successful Proposer(s) shall not report accounts to the credit bureaus until the Successful Proposer(s) has worked the account for 60 days. At the request of the Finance Director, the Successful Proposer(s) shall remove an account notification from all affected bureaus and provide a copy of that notification to the Finance Director. In accordance with the Fair Credit Reporting Act, the City requires that accounts be cancelled from each credit bureau upon request of the Finance Director.

1-10

Disputed Accounts

- The Successful Proposer(s) shall accept and process all written disputes in compliance with all Federal and State laws. The City will work with the Successful Proposer(s) to validate the debt.
- The Successful Proposer(s) may not assign or subcontract any portion of its contract with the City without the written consent of the Finance Director.
- A minimum amount may be set by the City for credit bureau reporting.

1-11

PROPOSAL QUALIFICATIONS:

The ability of the Proposers, as an entity, and identified key personnel, as individuals, to accomplish this task shall be described in the Proposal, and will be

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

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

1-12

PROPOSAL EVALUATION:

Proposals received shall be evaluated on the criteria noted below. In performing the evaluation, only information contained within the Proposal will be considered, unless otherwise stipulated and/or other clarifying information is requested by the City. A site visit to the agency may be scheduled by members of the Evaluation Committee.

- Experience with Government Collection Activities
- Proposal Costs and Fees/Commission
- Collection Plan
- Proposal Content and Evaluation Matrix

An evaluation of the Proposals will be performed by City staff. The City reserves the right to conduct interview(s) with vendors in person or by the telephone. The City also reserves the right to contact references and establish an interview(s) with references in person or by the telephone. After review by City staff, a recommendation will be made to the City Manager for consideration by the City Commission.

1-13

SELECTION/NEGOTIATION PROCESS

A Selection Committee will be appointed by the Finance Department and will be responsible for selecting the most qualified firms, and later negotiate the contract fees. Each firm should submit documents of item II – Qualifications - above to demonstrate evidence of capability to provide the services required for the committee's review for short-listing purposes. The short-listed firms will then be notified via email and/or U.S. Mail to schedule a presentation to the committee so that a final firm or firms can be selected.

The City of Lauderhill will not qualify applicants based on proposed costs and fees to initiate the service for the City including all ongoing and future operational costs and commissions, but it will negotiate the fees after the firm's selection and recommendation has been made (See attachment 5 as a sample). A committee will negotiate the Proposed Service Categories and Fees in order to finalize an agreement for recommendation to the Lauderhill City Commission for award.

The City will entertain a fee schedule/matrix that would provide for an incentive for increased performance.

SECTION 2

2-1

SUBMISSION REQUIREMENTS

Proposer should submit their proposal by uploading the complete document to IonWave by the due date.

Responses to the RFQ must be signed by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the city as constituting an Offer by the Proposer to perform the required services.

2-2

TERM OF CONTRACT(S): FOR TWO (2) YEARS WITH THREE (3) OPTIONAL ONE (1) YEAR PERIODS

The Contract(s) resulting from this Solicitation shall commence upon the date stipulated in the Contract(s), issued by the City and shall remain in effect for a period of two (2) years, with three (3) options to renew for an additional one (1) year, provided that the services and commodities provided by the Successful Proposer(s) are satisfactory to the City and that City funding is available as appropriated on an annual basis.

The prices quoted during contract negotiations shall prevail for a two (2) year period from the effective date of the Contract(s), at which time the City Commission shall have the option to extend for an additional three (3) years, on a year to year basis. Upon the completion of the initial term and again upon the completion of each optional period, the City will consider an adjustment to the franchise fee rates. It shall be further understood that the City reserves the right to reject any price adjustment submitted by the Successful Proposer(s), and/or to terminate the Contract(s) based upon such price adjustments. Continuation of the Contract(s) beyond the initial period is a prerogative of the City Commission, not a right of the Successful Proposer(s). This prerogative will only be exercised when such continuation is clearly in the best interest of the City.

NOTE: SHOULD THE CITY EXERCISE THE OPTION TO RENEW, IT SHALL BE ONLY FOR THOSE SERVICES ORIGINALLY AWARDED.

2-3

INSURANCE REQUIREMENTS

Proposers agrees, in the performance of work and services under this Agreement, to comply with all federal, state, and local laws and regulations now

in effect, or hereinafter enacted during the term of this agreement that are applicable to Proposers, its employees, agents, or sub-contractors, if any, with respect to the work and services described herein.

Proposers shall obtain at Proposer's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning work under this Agreement. Proposers shall maintain such insurance in full force and effect during the life of this Agreement. Proposers shall provide to the City's Risk Manager Certificates of all insurance required under this section prior to beginning any work under this Agreement.

Proposers shall indemnify and save the City harmless from any damage resulting to it for failure of either Proposers or any sub-consultant to obtain or maintain such insurance. The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

Limits

<u>Line of Business/Coverage</u>	<u>Occurrence</u>	<u>Aggregate</u>
Commercial General Liability	\$500,000	\$500,000
Including:		
Premises Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$500,000	\$500,000
Workers' Compensation & Employer's Statutory Liability		

The City reserves the right to require higher limits depending upon the scope of work under this Agreement. Neither Proposer nor any sub-Consultant shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Proposer will ensure that all sub-consultants will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City thirty (30) days notice prior to cancellation. The Proposer's liability insurance policies shall be endorsed to add the City of Lauderhill as an "additional insured". The Consultant's Worker Compensation carrier will provide a Waiver of Subrogation to the City.

The Proposer shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Proposer purchase a bond to cover the full amount of the deductible or self-insured retention.

If the Proposer is to provide professional services under this Agreement, the Proposer must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$500,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

GOVERNING LAW:

INTERESTED VENDORS WILL AGREE THAT CONTRACTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. VENUE WILL BE BROWARD COUNTY.

The firm with whom a contract will be negotiated will be required to complete the following forms entitled, "Sworn Statement under Sec. 287.133(c) (a), F.S., on Public Entity Crimes", "Non-Collusive Affidavit" and "Drug Free Workplace Certification".

2-4

ADDITIONAL INFORMATION

For additional information regarding the scope of this project contact, please make a request via IonWave.

SECTION 3

ATTACHMENTS

- A Statement of Non-Participation
- B Evaluation Matrix
- C Public Entity Crimes Form
- D Non-Collusive Affidavit
- E Vendor Drug-Free Workplace
- F References
- G Proposal Price
- H Qualification Statement
- I Sample Agreement
- J Check List
- K ADDENDA ACKNOWLEDGEMENT FORM

ATTACHMENT A

STATEMENT OF NON- PARTICIPATION Proposal NO.: RFQ 2024-037 – Collection Services

Note: If you do not intend to submit a bid /proposal on this item/service, complete this form and attach it to lonWave.

We/I do not wish to participate in this proposal for the following reason:

- ☐ Specifications proprietary
- ☐ Cannot supply at this time
- ☐ We do not carry this item
- ☐ We do not provide this service
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond requirements
- ☐ Other

Please keep us on your bid list for future projects _____yes _____no

Signature: _____

Name of Company: _____

Address: _____

ATTACHMENT B

Evaluation Matrix

The City will use an evaluation matrix to determine the most qualified Proposer. Some factors that will be used but, not limited to are:

- | | |
|--|---------|
| 1.) Entity's ability to meet requirements listed within this RFQ | 15pts. |
| 2.) Number of years' experience with government collections activities | 15pts. |
| 3.) Quality and scope of services offered | 15 pts. |
| 4.) Service evaluations provided by agency's references. | 15pts. |
| 5.) Categorical collections success rate | 20pts. |
| 6.) Collection plan approach for the City | 20pts. |

Total.....100

ATTACHMENT C

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract
No. _____ to the City of Lauderhill for:

2. This sworn statement is submitted by: _____
And _____
(Name of entity submitting sworn statement)

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

3. My name is _____ and
(Please print name of individual signing)
My relationship to the entity named above is: _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(9),
Florida Statutes, means a violation of any state or federal law by a person with
respect to and directly related to the transaction of business with any public entity
or with an agency or political subdivision of any other state or with the United
States, including, but not limited to, any bid or contract for goods or services, any
lease for real property, or any contract for the construction or repair of a public
building or public work, involving antitrust, fraud, theft, bribery, collusion,
racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph
287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a
public entity crime, with or without an adjudication of guilt, in any federal or state
trial court of record relating to charges brought by indictment or information after
July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt
or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida
Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity
crime: or

(2) An entity under the control of any natural person who is active in the
management of the entity and who has been convicted of a public entity
crime. The term "affiliate" includes those officers, directors, executives,
partners, shareholders, employees, members, and agents who are active
in the management of an affiliate. The owner by one (1) person of shares
constituting a controlling interest in another person, or a pooling of

equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one (1) or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

_____ the entity submitting this sworn statement, or one (1) of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE SUBSEQUENT CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY (2) OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date

ACKNOWLEDGMENT

State of Florida

County of _____

On this the day of _____, 20____, before me, the undersigned Notary Public of
the _____ State _____ of _____ Florida, _____ personally _____ appeared
_____ and

(Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to the within instrument, and he/she/they
acknowledge that he/she/they executed it.

WITNESS my hand

And official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp,

Or Type as Commissioned.)

___ Personally known to me, or

___ Produced identification:

(Type of Identification Produced)

___DID take an oath, or ___DID NOT take an
oath.

STATE OF _____)
COUNTY OF _____) ss.

(1) He is the _____ of,
_____ (Owner, Partner, Officer, Representative or Agent)
the Bidder that has submitted the attached bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work:

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

My commission expires

ATTACHMENT E VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two (2) or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall

be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have 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' 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 bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company's Name

ATTACHMENT F

PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

RFP # _____

Vendors Name:
Agency Providing Reference:
Agency Contract:
Contact E-mail:
Contact Phone #:
Solicitation Name:

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. ____
2. Rate the competency and accessibility of the personnel performing the work. ____
3. Rate the vendor's success at keeping you updated and informed of problems and issues. ____
4. Rate the vendor's knowledge of procedures required by regulatory agencies. ____
5. Rate the vendor's ability to meet deadlines. ____
6. Rate the vendor's ability to complete punch list items. ____
7. Rate the vendor's commitment to safety. ____
8. Rate the level of comfort and confidence you had in the contractor during the project. ____
9. Rate the overall performance of the vendor. ____

Additional comments:

Vendor Name: _____ Title: _____
(Please print – Person completing survey)

Signature: _____ Date: _____
(Person completing survey)

ATTACHMENT G
QUALIFICATION STATEMENT

Instructions:

Please complete this questionnaire and include with your RFQ. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not applicable", as appropriate. Please print.

State the true, exact, correct and complete name under which you do business.

COMPANY NAME _____

State the correct address of the principal place of business:

ADDRESS: _____

COMPANY OFFICERS:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

CIRCLE ONE: Corporation
 Partnership
 Individual
 Joint Venture
 Other

If Bidder is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute.

Under what other former names has your organization operated: _____

LICENSES:

Municipal Occupational License No:

(attach copy)

Occupational License Classification:

Occupational License Expiration Date:

Broward County Occupational
License: _____

Social Security or Federal I.D. No:

State registration (if applicable to this bid or
proposal) _____
(attach copy)

Number of years your organization has been in business: _____
Number of years experience BIDDER/PROPOSER (person, principal of firm, owner)
has had in the operation of the type required by the specifications of the Bid or
RFQ: _____

State the names, telephone numbers and last known address of three (3) owners,
individuals or representatives of owners with the most knowledge of work which you
performed for goods you have provided, and to which you refer (government owners
are preferred as references).

- | | | | |
|----|-------|---------|-------|
| 1. | _____ | | |
| | Name | Address | Phone |
| 2. | _____ | | |
| 3. | _____ | | |

Have you failed to complete any work awarded to you? If so, state when, where and
why.

**The Bidder acknowledges and understands that the information contained in
response to this qualifications statement shall be relied upon by the city in
awarding the bid/contract to be true. The discovery of any omission or
misstatement that materially affects the Bidder's qualification to perform under
the contract shall cause the city to reject the bid, and if after the award to cancel
and/or terminate the award and/or contract.**

Authorized Signature: _____

Date: _____

The City of Lauderhill reserves the right to reject any or all bids

ATTACHMENT H

PRICE PROPOSAL

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

The City will entertain a fee schedule/matrix that would provide for an incentive for increased performance.

Taxpayer Identification Number (TIN) _____

PROPOSER: _____
(Company Name)

(Signature)

(Printed Name & Title)

ATTACHMENT J

RFQ CHECK LIST

Proposal No: _____ Proposal Title: _____

COMPANY NAME: _____

PHONE: _____ EMAIL: _____

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU.....

A check mark indicates your compliance

- _____ 1. Carefully read the CONTRACT DOCUMENTS and than properly fill out
- _____ 2. Fill out, sign, and have notarized the NON-COLLUSION AFFIDAVIT and the PUBLIC ENTITY CRIMES Forms
- _____ 3. Fill out and sign DRUG FREE WORKPLACE
- _____ 4. Fill out and sign the REFERENCE PAGE
- _____ 5. Fill out and sign the QUALIFICATION STATEMENT
- _____ 6. Include EXHIBITS AND WARRANTIES, **if required**
- _____ 7. Fill out and sign STATEMENT OF NON- PARTICIPATION
- _____ 8. CHECK THE INSURANCE and LICENSE requirements to be sure that you will comply, and submit evidence of insurance and copies of licenses, if required with your bid.
- _____ 9. Make sure your proposal is one file in order at time of submittal.
- _____ 10. Complete proposals submitted via IonWave.
- _____ 11. Make sure your RFQ is submitted via IonWave prior to the deadline. Late nor emailed proposals will not be accepted.

**FAILURE TO PROVIDE THE REQUESTED DOCUMENTS MAY RESULT IN
YOUR RFQ BEING DEEMED NON-RESPONSIVE.**