



COUNTY OF COLE JEFFERSON CITY, MISSOURI

REQUEST FOR PROPOSAL

2021-16: COLLECTION SERVICES FOR DELINQUENT AMBULANCE SERVICE ACCOUNTS

SUBMISSIONS SHALL BE ACCEPTED UNTIL

THURSDAY, MAY 13th at 3:00 p.m. CDT

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation, all attachments and the contents of any Addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR BID

Sealed offers will be accepted by the Cole County Commission for consideration in provision of:

2021-16 COLLECTION SERVICES

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 3:00 p.m. on Thursday, May 13, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jessica Bryant at jbryant@colecounty.org or (573) 634-9168.

NEWS TRIBUNE: April 18, 25, & May 2
Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

COMMISSION
(573) 634-9110

PURCHASING
1736 SOUTHRIDGE DRIVE
JEFFERSON CITY, MISSOURI 65109

PURCHASING
(573) 634-9168

REQUEST FOR PROPOSAL

1.0 OVERVIEW

- 1.1 **NOTIFICATION.** The purpose of this Request for Bid is to inform potential respondents of a bid opportunity for the collection on delinquent ambulance service accounts for Cole County.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section within their submission titled "EXCEPTIONS".

- 1.2 **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

Jessica Bryant
jbryant@colecounty.org

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, **all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document.** Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.3 **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecounty.org. All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum/amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement.

An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County. The County assumes no liability if a contractor fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the

interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

- 1.4 **SUBMISSION REQUIREMENTS.** A fully executed response, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall be:
- submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
 - complete and signed by an official authorized to obligate the agency or company submitting the bid;
 - inclusive of (1) complete original bid and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender without exception.

- 1.5 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Thursday, May 13 at 3:00 p.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.
- 1.6 **ADVISE OF AWARD.** Award notification letters, along with a bid tabulation summarizing responses received, will be sent via email to all parties that submitted a response upon bid award by the Cole County Commission.

2.0 TERMS AND CONDITIONS

- 2.1 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.
- 2.2 **RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.
- 2.3 **MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.
- 2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.

- 2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular material or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain "like or similar" product(s) to that which has been specified herein when use of such product is deemed in the best interest of the County of Cole
- 2.11 **BID FORMS.** Bids made on anything other than the official bid form(s), if furnished by Cole County, will render the bid informal and may cause its rejection.
- 2.12 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.13 **PRICES.** Prices must be stated in units of quantity specified and must be firm for a minimum period of one year. Price submitted for each item shall include all cost, of whatever nature, that is involved

- in achieving the good or service per the bid documents. Bids qualified by escalator clauses may not be considered.
- 2.14 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.15 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.16 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order or service if delivery is not made or work not started as guaranteed.
- 2.17 **DEFAULT.** In case of default by the bidder or contractor, Cole County may procure the articles or services from other source(s) and hold the successful respondent responsible for any excess cost occasioned thereby.
- 2.18 **REGULATIONS.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules, regulations and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. The awarded party shall bear the responsibility to apply for, pay for, and obtain any required permit, license, and/or inspection required.
- 2.19 **APPLICABLE LAW.** Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.20 **INTERPRETATION OF DOCUMENTS.** Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.21 **SHIPPING.** Deliveries shall be F.O.B. destination freight prepaid to Jefferson City, Missouri and included in all bid prices.
- 2.22 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an "as needed, if needed" basis for Cole County in accordance with the provisions and requirements stated herein. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.23 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County.
- 2.24 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.25 **COOPERATIVE PROCUREMENT.** Respondents may choose whether or not to participate in cooperative purchasing. Various State Agencies, City and County Offices may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful respondent, that each participating political subdivision shall only be liable to the successful respondent for materials or supplies contracted for by that political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful respondent shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

2.26 **CONTRACT TERMINATION.**

2.26.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

2.26.2 **TERMINATION FOR CONVENIENCE.** The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

2.27 **INDEMNIFICATION AND HOLD HARMLESS.** The respondent whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities: The contractor shall, at its own

expense, protect, defend, indemnify and hold harmless Cole County Missouri, its elected and appointed officials, employees and agents from all claims, damages, costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the selected firm, its employees or agents, or its subcontractors or any of their officers, employees or agents which may arise out of the contract resulting from this RFP.

3.0 SCOPE OF SERVICES

3.1 **BACKGROUND.** It is the intent of the County to establish a contract with a proven collection firm for the purpose of collecting past-due EMS bills for services including but not limited to ambulance transports and on-scene care.

3.2 **TERM.** It is the intent of the County to enter into a one-year contract, renewable annually, for up to five (5) consecutive years under the contract resulting from this bid. For the duration of this contract, charges (as a percentage of net collections) must be fixed; adjustments will be considered only during renewal periods and may not exceed a 3% increase annually. The contract will begin seventy (70) days upon awarding.

If, at any time, the County or contractor determines it is in its best interest to do so, either party may cancel this Agreement by giving thirty (30) days advance written notice.

3.3 **VOLUME (ESTIMATED).** Accounts delinquent in excess of ninety (90) days may be subject to collection. The estimated amount expected to be turned over to the selected collection agency is an average of \$194,000 a month.

3.4 **SERVICE EXPECTATIONS.**

3.4.1 Formally demand payment of each collection item while maintaining good standing with all federal, state, and local regulatory agencies;

3.4.2 Promptly and appropriately respond to written and/or oral communications received from account holders pursuant to this contract and maintain adequate records of such responses subject to inspection by Cole County;

3.4.3 Maintain appropriate accounting records, including auditable financial records for a minimum of seven (7) years;

3.4.4 Promptly remit collections to the County Emergency Medical Services (PO Box 1175, Jefferson City, MO 65101)

3.4.5 Prepare and disseminate detailed monthly written reports to the Cole County EMS Director and Finance Officer in a form acceptable to Cole County, setting forth a quantitative analysis of the month's and year-to-date activity, including, without limitation, the percentage of resolved delinquencies, projected collections for the next month, collection fees associated with payments, and actual collections for the reported month.

3.4.6 Meet, as requested, with County representatives in connection with the services provided.

3.5 **QUALIFICATIONS.** The following represents the minimum qualifications required of respondents:

- 3.5.1 Respondents shall have sufficient, competent, and qualified personnel available to proceed promptly for this collection effort with a substantial likelihood of success.
- 3.5.2 Respondents shall have sufficient financial capacity, working capital and other financial, technical and management resources to perform the contract. Subcontracting of any portion of the contract will not be permitted.
- 3.5.3 Proof of registration/licenses required of a consumer and commercial collection agency to do business in the state of Missouri is required with bid responses.
- 3.5.4 Contractor shall address all requests and inquiries, either written or verbal, in a courteous and timely manner (defined as not exceeding five (5) business days).
- 3.5.5 Contractor shall provide the County with monthly aging reports reflecting the status of all accounts that are currently active and the Contractor's collection results.
- 3.5.6 Given reasonable notification, Contractor agrees to allow free and open inspection by Cole County or its designee of facilities and records for the purpose of ensuring compliance with the terms of the agreement and all applicable laws, rules, and regulations.
- 3.5.7 Each proposal should state how contingent fees will be paid. The collection companies should bid on a percentage of net collections on the turned accounts with two different levels:

Level 1- Traditional collection on account

Level 2- Involvement of collection agency legal activities

The County will not be responsible for fees for checks returned for non-sufficient funds.

- 3.5.8 As full or partial payment of collection items are collected by the contractor, they shall be remitted to the County by the fifteenth day of the month for the previous month's activity. Each remittance shall include a statement for the commission fee due.
- 3.5.9 Each remittance shall be accompanied by a dated report which, as to each collection item included in the remittance, shall state the name of the person from whom collected, amount collected, amount remitted, unpaid balance of the collection item and run number or other identifying number or information.

4.0 SUBMISSION FORMAT

Respondents must submit offers in a format that corresponds with the following sections. Please be advised that the initial evaluation of any response will be based upon the content of the bidder's response in accordance with the evaluation criteria listed. **Organized and succinct responses are appreciated.**

- 4.1 Cover Page (Page 1 of this document), fully executed

- 4.2 Qualifications and experience of the firm/individual who will provide the services to include documentation of the firm's experience in similar work.
- 4.3 List a minimum of three (3) current and pertinent professional references (company name, contact name, address, phone number and email) that the County may contact in relation to the respondent's performance of work of a similar capacity.
- 4.4 Scope of Work - The response shall also include:
- 4.4.1 Discussion of the specific steps to be followed in seeking arrangements for payment of collection items
 - 4.4.2 Discussion of the type of auditable financial records that will be maintained
 - 4.4.3 Discussion of the remittance procedure
 - 4.4.4 Discussion of the method of compensation
 - 4.4.5 List of any assistance the County may be requested to provide the respondent
 - 4.4.6 Charges including:
 - Charge for receipts (percent of net collections (%))
 - Charge for receipts requiring agency legal action (%)
 - Any other fees charged by the collection agency

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid.

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____
