



City of Pembroke Pines

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
PENN CREDIT CORPORATION**

THIS AMENDMENT ("Third Amendment"), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

PENN CREDIT CORPORATION, as listed with the Pennsylvania Division of Corporations, authorized to do business in the State of Florida, and with a business address of **2800 Commerce Drive, Harrisburg, PA 17110** hereinafter referred to as "COLLECTOR". "CITY" and "COLLECTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **January 28, 2019**, the Parties entered into an Agreement ("Original Agreement") for the provision of debt collection services for the CITY's delinquent accounts for an initial **five (5) year** period, which expired on **October 31, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2) additional three (3) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **March 18, 2019**, the Parties executed the First Amendment to the Original Agreement to amend the compensation terms to include an 8.5% fee to be paid to COLLECTOR should the CITY receive a direct payment on a delinquent account; and,

WHEREAS, on **August 7, 2023**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional **three (3) year** period, which expires on **October 31, 2026**; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, as amended, for an additional **three (3) year** period, commencing on **November 1, 2026**, and expiring on **October 31, 2029**, as set forth in this Third Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties



City of Pembroke Pines

hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **three (3) year** period, commencing on **November 1, 2026**, and expiring on **October 31, 2029**.

SECTION 3. Scrutinized Companies.

3.1 COLLECTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.1.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. COLLECTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section.

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.



City of Pembroke Pines

4.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Third Amendment, the COLLECTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 6. Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within



City of Pembroke Pines

Section 787.06, Fla. Stat. By executing this Third Amendment and submitting the executed required affidavit, the COLLECTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 7. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Third Amendment, COLLECTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Third Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 8. Compliance with Foreign Entity Laws. COLLECTOR (“Entity”) hereby attests under penalty of perjury the following:

- 8.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 8.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 8.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 8.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 8.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 8.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 9. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, and the Original Agreement, as amended, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.



City of Pembroke Pines

SECTION 10. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 11. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

SECTION 12. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Third Amendment.

SECTION 13. This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Jacob G. Horowitz
A563A1DDEFD5417...

Print Name: Jacob G. Horowitz
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

GABRIEL FERNANDEZ, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

COLLECTOR:

PENN CREDIT CORPORATION

Signed By: *Rhett Donagher*
C2E5C737EB0B4C4...

Printed Name: Rhett Donagher

Title: Chief Revenue Officer

Date Signed: July 14, 2026



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: July 14, 2026

ENTITY: Penn Credit Corporation

SIGNED BY: Signed by:
Rhett Donagher
C2E5C737EB0B4C4... _____

NAME: Rhett Donagher

TITLE: Chief Revenue Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2026

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

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

PRODUCER CastleWise Insurance Group, LLC 4114 Herschel St Suite 105 Jacksonville, FL 32210	CONTACT NAME: Thomas York PHONE: (A/C, No, Ext): 904-717-1616 E-MAIL: tyork@castlewiseservices.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Bridgeway Insurance Company INSURER B: Great American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 12489 16691
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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. LIMIT SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIABILITY ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	☐ Y/N	N/A				WC STATU-TORY OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE POLICY LIMIT
A B	Professional Liability E&O Excess Professional Liability E&O			7GA7PL0002402-00 MPXE249654	2/1/2026 2/1/2026	2/1/2027 2/1/2027	\$5MM / \$5MM \$5MM / \$5MM

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

IT IS AGREED THAT THE CERTIFICATE HOLDER SHALL BE DEEMED AN INSURED BUT ONLY AS RESPECT TO THEIR BEING A CLIENT OR CUSTOMER OF THE INSURED ORGANIZATION IN ACCORDANCE WITH THE POLICY TERMS AND CONDITIONS. A WAIVER OF SUBROGATION APPLIES TO THE POLICY IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM.

CANCELLATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

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

AUTHORIZED REPRESENTATIVE

Thomas York



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2025

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

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

PRODUCER Aon Risk Services Central, Inc. 5600 W 83rd St 8200 Tower Ste 1100 Minneapolis MN 55437	CONTACT NAME: CIAI PHONE (A/C, No, Ext): 952-928-8000 E-MAIL: collectorsinsurance@acainternational.org ADDRESS: collectorsinsurance@acainternational.org FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Coalition INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 29530
INSURED PENN CREDIT CORPORATION 2800 COMMERCE DR HARRISBURG PA 17110	

COVERAGES**CERTIFICATE NUMBER:** 10047293**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	CYBER LIABILITY			C-51F0-069701-CYBER-2025	10/19/2025	10/19/2026	AGGREGATE: \$10,000,000

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

IT IS AGREED THAT THE CERTIFICATE HOLDER AND ANY OTHER PERSON OR ORGANIZATION REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT WITH YOU IS INCLUDED AS ADDITIONAL INSURED SOLELY AS THEIR INTERESTS MAY APPEAR WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. A WAIVER OF SUBROGATION APPLIES TO THE POLICY IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM. I

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PEMBROKE PINES 601 CITY CENTER WAY PEMBROKE PINES FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/26/2025

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 Gunn-Mowery, LLC P.O. Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 E-MAIL ADDRESS: amackey@gunnmowery.com FAX (A/C, No): (717) 761-6159
INSURED Penn Credit Corp 2800 Commerce Dr. Harrisburg PA 17110	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23043

COVERAGES**CERTIFICATE NUMBER:** 25-26 CRIME MASTER**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			FI3PAC3T0L001	08/19/2025	08/19/2026	Employee Theft 5,000,000 Forgery Coverage 1,000,000 Computer Fraud 2,000,000

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

City of Pembroke Pines is listed as joint payee on the above policy. 30 days advance notice of cancellation to the named insured per policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	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
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PENNCRE-03

SWEIDMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2025

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

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PRODUCER Gallen Insurance E. K. McConkey & Co., Inc. 2237 Lancaster Pike Shillington, PA 19607	CONTACT NAME: Susan Weidman, CISR	
	PHONE (A/C, No, Ext): (610) 898-6535	FAX (A/C, No): (610) 777-9957
	E-MAIL ADDRESS: sweidman@galleninsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company	
	INSURER B : Starstone National Insurance	
INSURED Penn Credit Corporation 2800 Commerce Drive Harrisburg, PA 17110	NAIC #	
	10677	
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X	X	EPP0502135	8/19/2025	8/19/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EBA0520291	8/19/2025	8/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EPP0502135	8/19/2025	8/19/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability			844060251ALI	8/19/2025	8/19/2026	Each Occurrence 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Pembroke Pines is included as Additional Insured for General Liability coverage on a Primary & Non-Contributory basis but only when required by written contract and per policy terms and conditions. Waiver of Subrogation in favor of the certificate holder applies to General Liability coverage but only when required by written contract and per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2025

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 Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
INSURED ADP TotalSource FL XVII, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Penn Credit Corporation 2800 Commerce Drive Harrisburg, PA 17110	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Illinois National Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 23817		

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☒ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ N	N/A	WC 063528456 FL	07/01/2025	07/01/2026	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for Penn Credit Corporation paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Penn Credit Corporation is an alternate employer under this policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum.

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2025

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 Aon Risk Services Central, Inc. 5600 W 83rd St. 8200 Tower Ste 1100 Minneapolis MN 55437-3844	CONTACT NAME: CIAI PHONE (A/C, No, Ext): (952) 926-6547 FAX (A/C, No): (952) 928-3837 E-MAIL ADDRESS: collectorsinsurance@acainternational.org														
INSURED PENN CREDIT CORPORATION 2800 COMMERCE DR HARRISBURG PA 17110	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: QBE Insurance Corporation</td><td>39217</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></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></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: QBE Insurance Corporation	39217	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: QBE Insurance Corporation	39217														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 10047293**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ERRORS & OMISSIONS			ADC01912-03	02/01/2025	02/01/2026	Per Claim / Aggregate \$5,000,000

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

IT IS AGREED THAT THE CERTIFICATE HOLDER SHALL BE DEEMED AN INSURED BUT ONLY AS RESPECT TO THEIR BEING A CLIENT OR CUSTOMER OF THE INSURED ORGANIZATION IN ACCORDANCE WITH THE POLICY TERMS AND CONDITIONS.

A WAIVER OF SUBROGATION APPLIES TO THE POLICY IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PEMBROKE PINES 601 CITY CENTER WAY PEMBROKE PINES FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2024

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 Aon Risk Services Central, Inc. 5600 W 83rd St. 8200 Tower Ste 1100 Minneapolis MN 55437-3844	CONTACT NAME: CIAI PHONE (A/C, No, Ext): (952) 926-6547 E-MAIL ADDRESS: collectorsinsurance@acainternational.org FAX (A/C, No): (952) 928-3837
INSURED PENN CREDIT CORPORATION 2800 COMMERCE DRIVE HARRISBURG PA 17110	INSURER(S) AFFORDING COVERAGE INSURER A: Coalition INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 29530

COVERAGES**CERTIFICATE NUMBER:** 10047293**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability			C-51F0-069701-CYBER-2024	10/19/2024	10/19/2025	Aggregate \$10,000,000

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

IT IS AGREED THAT THE CERTIFICATE HOLDER AND ANY OTHER PERSON OR ORGANIZATION REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT WITH YOU IS INCLUDED AS ADDITIONAL INSURED SOLELY AS THEIR INTERESTS MAY APPEAR WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

A WAIVER OF SUBROGATION APPLIES TO THE POLICY IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM. I

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PEMBROKE PINES 601 CITY CENTER WAY PEMBROKE PINES FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/26/2024

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 Gunn-Mowery, LLC P.O. Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 E-MAIL ADDRESS: amackey@gunnmowery.com FAX (A/C, No): (717) 761-6159
INSURED Penn Credit Corp 2800 Commerce Dr. Harrisburg PA 17110	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23043

COVERAGES**CERTIFICATE NUMBER:** 24-25 Crime**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			FI3PAC3T0L001	08/19/2024	08/19/2025	Employee Theft 5,000,000 Forgery Coverage 1,000,000 Computer Fraud 2,000,000

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

City of Pembroke Pines is listed as joint payee on the above policy. 30 days advance notice of cancellation to the named insured per policy.

CERTIFICATE HOLDER**CANCELLATION**City of Pembroke Pines
601 City Center Way

Pembroke Pines

FL 33025

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2024

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

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PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): E-MAIL ADDRESS: ADPTotalSource@marsh.com																					
INSURED ADP TotalSource FL XVII, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Penn Credit Corporation 2800 Commerce Drive Harrisburg, PA 17110	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Illinois National Ins Co</td><td>23817</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Illinois National Ins Co	23817	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	Illinois National Ins Co	23817																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	X	WC 088407048 FL	07/01/2024	07/01/2025 PER STATUTE ☒ OTH-ER ☐ E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for Penn Credit Corporation paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Penn Credit Corporation is an alternate employer under this policy. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY Penn Credit Corporation AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

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

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2024

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 Gallen Insurance 2237 Lancaster Pike Shillington, PA 19607	CONTACT NAME: Susan Weidman, CISR	
	PHONE (A/C, No, Ext): (610) 898-6535	FAX (A/C, No): (610) 777-9957
	E-MAIL ADDRESS: sweidman@galleninsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company	
	INSURER B : Starstone National Insurance	
INSURED Penn Credit Corporation 2800 Commerce Drive Harrisburg, PA 17110	NAIC #	
	10677	
	25496	
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	EPP0502135	8/19/2024	8/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EBA0520291	8/19/2024	8/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$			EPP0502135	8/19/2024	8/19/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability			844060240ALI	8/19/2024	8/19/2025	Each Occurrence 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Pembroke Pines is included as Additional Insured for General Liability coverage on a Primary & Non-Contributory basis but only when required by written contract and per policy terms and conditions. Waiver of Subrogation in favor of the certificate holder applies to General Liability coverage but only when required by written contract and per policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	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



PENNCRE-02

WEISU1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2023

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 Gallen Insurance, Inc. 2237 Lancaster Pike Shillington, PA 19607	CONTACT NAME: Susan Weidman	
	PHONE (A/C, No, Ext): (610) 898-6535 FAX (A/C, No):	
	E-MAIL ADDRESS: sweidman@galleninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Penn Credit Corporation 2800 Commerce Drive Harrisburg, PA 17110	INSURER B : Encova Insurance	13331
	INSURER C : Argonaut Insurance Company	19801
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	EPP0502135	8/19/2023	8/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EBA0520291	8/19/2023	8/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0502135	8/19/2023	8/19/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WCB1038276	9/19/2023	9/19/2024	☒ PER STATUTE ☐ 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
C	WC&EL-AZ,FL,LA,NY,TX			WC929028800764	9/19/2023	9/19/2024	Ea Acc/Limit/Ea Empl 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Pembroke Pines is included as Additional Insured for General Liability coverage on a Primary & Non-Contributory basis but only when required by written contract and per policy terms and conditions. Waiver of Subrogation for General Liability and Workers' Compensation coverage applies in favor of the City of Pembroke Pines but only when required by written contract and per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	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 Dave Gallen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2024

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 Aon Risk Services Central, Inc. 5600 W 83rd St. 8200 Tower Ste 1100 Minneapolis MN 55437-3844		CONTACT NAME: CIAI PHONE (A/C, No, Ext): (952) 926-6547 E-MAIL ADDRESS: collectorsinsurance@acainternational.org FAX (A/C, No): (952) 928-3837	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: QBE Insurance Corporation	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 10047293 **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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors and Omissions			ADC01912-02	02/01/2024	02/01/2025	Per Claim / Aggregate \$5,000,000

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

IT IS AGREED THAT THE CERTIFICATE HOLDER SHALL BE DEEMED AN INSURED BUT ONLY AS RESPECT TO THEIR BEING A CLIENT OR CUSTOMER OF THE INSURED ORGANIZATION IN ACCORDANCE WITH THE POLICY TERMS AND CONDITIONS.

A WAIVER OF SUBROGATION APPLIES TO THE POLICY IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PEMBROKE PINES 601 CITY CENTER WAY PEMBROKE PINES FL 33025		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2023

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

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PRODUCER Aon Risk Services Central, Inc. 5600 W 83rd St. 8200 Tower Ste 1100 Minneapolis MN 55437-3844	CONTACT NAME: CIAI PHONE (A/C, No, Ext): (952) 926-6547 FAX (A/C, No): (952) 928-3837 E-MAIL ADDRESS: collectorsinsurance@acainternational.org
INSURED PENN CREDIT CORPORATION 2800 COMMERCE DR. HARRISBURG PA 17110	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Excess and Surplus Lines Company INSURER B: Axis Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 29696 37273

COVERAGES**CERTIFICATE NUMBER:** 10089634**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$			CXS-107909191-00	10/19/2023	10/19/2024	EACH OCCURRENCE AGGREGATE \$ \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
B	Cyber Liability			P-001-001037265-02	10/19/2023	10/19/2024	Aggregate \$5,000,000

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

IT IS AGREED THAT THE CERTIFICATE HOLDER AND ANY OTHER PERSON OR ORGANIZATION REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT WITH YOU IS INCLUDED AS ADDITIONAL INSURED SOLELY AS THEIR INTERESTS MAY APPEAR WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

A WAIVER OF SUBROGATION APPLIES TO THE POLICY IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM. I

CERTIFICATE HOLDER**CANCELLATION**CITY OF PEMBROKE PINES
601 CITY CENTER WAY

PEMBROKE PINES

FL 33025

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

Aon Risk Services Central, Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2023

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 Gunn Mowery, LLC P O Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 FAX (A/C, No): (717) 761-6159 E-MAIL ADDRESS: amackey@gunnmowery.com
INSURED Penn Credit Corp 2800 Commerce Dr. Harrisburg PA 17110	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20281

COVERAGES**CERTIFICATE NUMBER:** 23-24 Crime**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			68035829	08/19/2023	08/19/2024	Employee Theft 5,000,000 Forgery Coverage 1,000,000 Computer Fraud 1,000,000

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

City of Pembroke Pines is listed as joint payee on the above policy. 30 days advance notice of cancellation to the named insured per policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	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
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PENNCRE-02

DEPSH1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2023

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

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PRODUCER Gallen Insurance, Inc. 2237 Lancaster Pike Shillington, PA 19607	CONTACT NAME: Susan Weidman	
	PHONE (A/C, No, Ext): (610) 898-6535 FAX (A/C, No):	
	E-MAIL ADDRESS: sweidman@galleninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Penn Credit Corporation 2800 Commerce Drive Harrisburg, PA 17110	INSURER B : Cincinnati Indemnity Ins Co	23280
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	EPP0502135	8/19/2023	8/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EBA0520291	8/19/2023	8/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0502135	8/19/2023	8/19/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	EWC0502191	8/19/2023	9/19/2023	☒ PER STATUTE ☐ 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)
The City of Pembroke Pines is included as Additional Insured for General Liability coverage on a Primary & Non-Contributory basis but only when required by written contract and per policy terms and conditions. Waiver of Subrogation for General Liability and Workers' Compensation coverage applies in favor of the City of Pembroke Pines but only when required by written contract and per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>David Gallen</i>



City of Pembroke Pines

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
PENN CREDIT CORPORATION**

THIS AMENDMENT ("Second Amendment"), dated August 7, 2023, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

PENN CREDIT CORPORATION, a Foreign For Profit Corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **2800 Commerce Drive, Harrisburg, PA 17110**, hereinafter referred to as "COLLECTOR". "CITY" and "COLLECTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **January 28, 2019**, the Parties entered into the Professional Services Agreement ("Original Agreement") for debt collection services for an initial **five (5) year period**, which will naturally expire on **October 31, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2) additional three (3) year terms** pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **March 18, 2019**, the Parties executed the First Amendment to the Original Agreement to amend the compensation terms to include an 8.5% fee to be paid to COLLECTOR should the CITY receive a direct payment on a delinquent account; and,

WHEREAS, the Parties desire to extend the term of the Original Agreement, as amended, for a **three (3) year period** which shall commence on **November 1, 2023** and shall naturally expire on **October 31, 2026** and to supplement the terms contained therein as set forth in this Second Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and



City of Pembroke Pines

correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **three (3) year** renewal period which shall commence on **November 1, 2023** and shall naturally expire on **October 31, 2026**.

SECTION 3. Article 4 of the Original Agreement, as amended, is hereby revised and amended with the addition of Section 4.3 as set forth below:

4.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

SECTION 4. Scrutinized Companies. COLLECTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is 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

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. COLLECTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section.

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or



City of Pembroke Pines

services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically



City of Pembroke Pines

attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 10. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke
Dineo

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

7/19/23

Print Name: Samuel J. Gomez
OFFICE OF THE CITY ATTORNEY

DS

ATTEST:

DocuSigned by:

August 7, 2023

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY:

MAYOR FRANK C. ORTIS

DocuSigned by:

BY: August 7, 2023

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

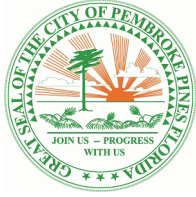
COLLECTOR:

PENN CREDIT CORPORATION

Signed By:

Printed Name: Thomas Foley

Title: CEO



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 17.

File ID: 23-0054

Type: Commission Items

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - August 2, 2023

Final Action: 08/02/2023

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal
- (B) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (C) Tower Pest Control, Inc. - IFB # CS-21-01 Pest Control Services for Pines Point, Pines Place and Southwest Focal Point - Renewal
- (D) Penn Credit Corporation - Debt Collection Services - Renewal
- (E) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for Community Redevelopment Projects - Renewal
- (F) ODP Business Solutions Division, LLC - Office Supplies, Products, and Related Services - Renewal
- (G) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal
- (H) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal
- (I) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Renewal
- (J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal
- (K) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal
- (L) Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling at

the Water Treatment Plant - Renewal

ITEM (M) IS NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(M) Florida HydroCorp, Inc. - Cross Connection Controls - Non-Renewal

*Agenda Date: 08/02/2023

Agenda Number: 17.

Internal Notes:

Attachments: 1. Contracts Database Report - August 2, 2023, 2. A. In Rem Solutions, Inc-Grant Writing Services- (AB), 3. B. Granicus Inc - Legistar Software Maintenance and CC Services (all-backup), 4. C. Tower Pest Control. Inc. - Pest Control Services (IFB CS 21-01) (AB), 5. D. Penn Credit Corporation - Debt Collection Services - (AB-2), 6. E. CRA of Florida, Inc. - Grant Administration Agreement (AB), 7. F. Office Depot - Office Supplies etc. Co-Op Contract (10-14-2019 - 10-13-2027) (all backup), 8. G. RS Photography-Soccer Photography (AB), 9. H. CivicPlus, Inc. - City Website etc. (2013-2024) (all backup), 10. I. Concrete_Works__Paving_Inc__Concrete_and_Paving_Restoration (all backup), 11. J. Hillers Electrical Engineering - Power Electrical Engineering (CCNA) (AB), 12. K. Polydyne - Purchase of CLARIFOLIC A3333P Polymer (ALL Backup), 13. L. Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling (AB), 14. M. Florida_HydroCorp,_Inc._-_Cross_Connection (Cooper_City_Piggyback)(all backup)

1	City Commission	08/02/2023	approve	Pass
	Action Text:	A motion was made to approve on the Consent Agenda		
		Aye: - 5	Mayor Ortis, Commissioner Schwartz, Commissioner Good Jr., Commissioner Castillo, and Vice Mayor Siple	
		Nay: - 0		

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

(B) Granicus, Inc. - Legistar Software Maintenance - Renewal

(C) Tower Pest Control, Inc. - IFB # CS-21-01 Pest Control Services for Pines Point, Pines Place and Southwest Focal Point - Renewal

(D) Penn Credit Corporation - Debt Collection Services - Renewal

(E) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for

Community Redevelopment Projects - Renewal

(F) ODP Business Solutions Division, LLC - Office Supplies, Products, and Related Services - Renewal

(G) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal

(H) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(I) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Renewal

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal

(K) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

(L) Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling at the Water Treatment Plant - Renewal

ITEM (M) IS NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(M) Florida HydroCorp, Inc. - Cross Connection Controls - Non-Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

1. On April 17, 2018, the City entered into an Agreement with In Rem Solutions, Inc. for the provision of professional grant writing services, for an initial one (1) year period, which expired on September 30, 2018.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. On June 21, 2018, the City entered into the First Amendment to renew the term for an additional one (1) year period, which expired on September 30, 2019.
4. On September 6, 2018, the City entered into the Second Amendment to revise the annual compensation amount adding an annual amount not to exceed \$115,000.00.
5. On October 2, 2019, the City entered into the Third Amendment to renew the term for an additional one (1) year period, which expired on September 30, 2020.
6. On August 5, 2020, the City entered into the Fourth Amendment to decrease the hourly rate from \$150.00 to \$140.00 and the annual compensation amount from \$115,000.00 to \$107,324.00, and to renew the term for an additional one (1) year period, which expired on September 30, 2021.
7. On August 4, 2021, the City entered into the Fifth Amendment to increase the hourly rate to \$150.00 and to decrease the annual compensation amount to \$75,000.00, and to renew the term for an additional one (1) year period, which expired on September 30, 2022.
8. On June 15, 2022, the City entered into the Sixth Amendment to renew the term for an additional one (1) year period, which expires on September 30, 2023.
9. The Administration Department recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period which shall commence on October 1, 2023, and naturally expire on September 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Estimated annual amount \$75,000. (\$150.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
- b) **Amount budgeted for this item in Account No:** 001-519-0800-531500-0000-000-0000 (Professional Services Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing

contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor

Conducted for this service? Yes. Grant writing requires knowledge and expertise. Based on the estimated annual cost, the City benefits by outsourcing this service as In-Rem has a team of specialists; researching, reviewing, coordinating and applying for multiple grants. See attached analysis as Exhibit 2.A.1.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Estimated savings of \$145,571.

(B) Granicus, Inc. - Legistar Software Maintenance - Renewal

1. On October 11th, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, which expired on October 10th, 2019.
2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.
3. Section 8.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the Original Agreement has been amended eight (8) times of which three (3) amendments were to include additional services and four (4) amendments were to renew for additional, one (1) year terms each extending the term to September 30th, 2023.
5. On May 10th, 2023, the City executed the Eighth Amendment to approve the assignment of the agreement to Granicus, LLC, following the acquisition and merger of Granicus, Inc. by Granicus, LLC.
6. The City Clerk Department recommends that the City Commission approve this Ninth Amendment to remove the VoteCast Tablet component of the services, and to extend the term for an additional one (1) year period, which shall commence on October 1st, 2023, and naturally expire on September 30th, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$71,644.29

b) Amount budgeted for this item in Account No:

001-519-1001-534995-0000-000-0000- Other Svc -IT Line 10

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 1-year projection of the operational cost of the project:

	FY 2023-24
Revenues	\$.00
Expenditures	\$71,644.29
Net Cost	\$71,644.29

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(C) Tower Pest Control, Inc. - IFB # CS-21-01 Pest Control Services for Pines Point, Pines Place and Southwest Focal Point - Renewal

1. On November 3, 2021, the City entered into an Agreement with Tower Pest Control, Inc. for the provision of pest control services for the Pines Place, Pines Point Housing and Southwest Focal Point facilities, for an initial two (2) year period, which expires on November 2, 2023.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for an additional two (2) year period upon mutual consent, evidenced by a written Amendment extending the term thereof.
3. The Community Services Department recommends that the City Commission approve this First Amendment to renew the term for an additional two (2) year period, which shall commence on November 3, 2023, and naturally expire on November 2, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$81,112.00 (Total cost of the term of the contract of 2 years)

b) Amount budgeted for this item in Account No: Funds are available in the following accounts:

Community Services - 001-569-8001-546150-0000-000-0000 (R&M Land Bldg. & Improvement)
\$3,220.00
Pines Point - 001-554-8002-534950-0000-000-0000 (Other Services - Maintenance)
\$9,800.00
Pines Place - 001-554-8002-534950-0000-000-0000-00603 (Other Services - Maintenance)
\$27,536.00

c) Source of funding for difference, if not fully budgeted: "Not Applicable"

d) 3-year projection of the operational cost of the project

	FY23-24	FY24-25	FY25-26
Revenues	\$.00	\$.00	\$.00
Expenditures	\$37,176.33	\$40,556.00	\$3,379.67
Net Cost	\$37,176.33	\$40,556.00	\$3,379.67

e) Detail of additional staff requirements: "Not Applicable"

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(D) Penn Credit Corporation - Debt Collection Services-Renewal

1. On January 28, 2019, the City entered into a Professional Services Agreement with Penn Credit Corporation for an initial five (5) year period, which shall naturally expire on October 31, 2023.

2. Penn Credit Corporation provides the CITY with debt collection services.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On March 18, 2019, the Parties executed the First Amendment to the Original Agreement to amend the compensation terms to include an 8.5% fee to be paid to Collector should the City receive a direct payment on a delinquent account.

5. The Finance Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Second Amendment for the first three (3) year renewal term which shall commence on November 1, 2023 and shall naturally expire on October 31, 2026, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time

b) Amount budgeted for this item in Account No: In general, there would be no revenues

or expenses associated with this service, the awarded vendor will receive compensation by adding the up to 16% fee to the balance owed to the City. However, in the event of a payment being made directly to the City, the vendor will receive half of their fee which is up to 8.5% from the City. In this instance funds would be expensed to accounts

471-536-6010-534990-0000-000-0000- / 001-519-0800-534990-0000-000-0000- /

001-529-4003-534990-0000-000-0000- Other Svc.

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$600.00	\$1,275.00	\$1,700.00	\$.00	\$.00
Net Cost	\$.00	\$.00	\$.00	\$.00	\$.00

e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(E) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for Community Redevelopment Projects - Renewal

1. On December 1, 2020, the City entered into an Agreement with Community Redevelopment Associates of Florida, Inc. for the provision of grant management, administration and implementation for community redevelopment projects, for an initial three (3) year period, which expires on November 30, 2023.

2. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The Planning and Economic Development Department recommends that the City Commission approve this First Amendment to renew the term for an additional one (1) year period, which shall commence on December 1, 2023, and naturally expire on November 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** None.

b) **Amount budgeted for this item in Account No:**

CDBG

121-554-0600-531501-0000-000-0000-02022 Current \$151,603

121-554-0600-531501-0000-000-0000-02023 Next Fiscal Year 10/1/23-9/30/24 Estimate:
\$166,296

SHIP

120-554-0600-531501-0000-000-0000-02022 Current \$163,623

120-554-0600-531501-0000-000-0000-02023 Next 7/1/23-6/30/24 Estimate: \$196,538

c) **Source of funding for difference, if not fully budgeted:** Grant Funded

d) **5 year projection of the operational cost of the project:** Not Applicable.

e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable, Currently Outsourced Service.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Services provided are Federal and State grant funded. Services provided based on grant allocation which changes from year to year.

(F) ODP Business Solutions Division, LLC - Office Supplies, Products, and Related Services - Renewal

1. On January 15, 2020, the City Commission authorized the purchase of office supplies, products and related services from Office Depot utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Contract # 19-12R, for a period through October 13, 2023, for an estimated annual amount of \$400,000.

2. Effective May 1st, 2022, the City of Tamarac, acting as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group and for the Omnia Partners, LLC (formerly National IPA) national consortium, executed the First Amendment to the Agreement, with Office Depot assigning all of its right, title, and interest under the Agreement to ODP Business Solutions, LLC.

3. On May 18, 2022, the City Commission approved to continue purchasing office supplies, products and related services utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Contract # 19-12R, assigned to ODP Business Solutions, LLC from Office Depot, for the period through October 13, 2023, for an estimated annual amount of \$400,000.

4. Section 4 of the Original Agreement authorizes the renewal thereof for one (1), four (4) year option. On June 20th, 2023, the City of Tamarac, acting as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group and for the Omnia Partners, LLC, and ODP Business Solutions Division, LLC, executed the Second Amendment to extend the term of the Agreement to October 13th, 2027.

5. The Purchasing Department, on behalf of all of City's Departments and City's Charter Schools, recommends that the City Commission approve continued utilization of Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Contract # 19-12R for the four (4) year renewal term commencing on October 14, 2023 and expiring on October 13, 2027, for an estimated annual amount of \$400,000.

FINANCIAL IMPACT DETAIL:

a) Estimated Renewal Cost: Annual estimated renewal cost is \$400,000; however, the amount spent each year can fluctuate based on changes in department needs and similar factors.

b) Amount budgeted for this item in Account No: Each department and charter school has a budget for purchasing office supplies that is generally coded to object code # 551100 (Office Supplies).

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 4-year projection of the operational cost of the project: The estimated annual for each year is \$400,000. However, please note that the amount spent each year can fluctuate based on changes in department needs and similar factors. The City of Tamarac, acting as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group renewed the agreement for the four-year renewal period from October 14, 2023 through October 13, 2027.

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(G) RS PHOTOGRAPHY, LLC. D/B/A TSS PHOTOGRAPHY- RECREATIONAL SOCCER PHOTOGRAPHY SERVICES- RENEWAL

1. On January 31, 2023, the City entered into an Agreement with RS Photography, LLC. for an initial period, which shall naturally expire on November 30, 2023.

2. RS Photography, LLC. provides photography services for the CITY's Recreational Soccer Program.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Recreation Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first one (1) year renewal term which shall commence December 1, 2023 and shall naturally expire November 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Estimated Renewal Revenue:** \$1,100
- b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000
Youth Athletic Program
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$1,100.00	\$.00
Expenditures	\$.00	\$.00
Net Revenue	\$1,100.00	\$.00

- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(H) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

1. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites and Audio Eye services. In addition, the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.

2. On January 15, 2013 the City Commission approved the award of RFP # IT-12-01

“Electronic Communication Website Design and Content Management System” to Icon Enterprises, Inc. d/b/a CivicPlus. The purpose of the RFP was to provide the Technology Services Department with a Website and Content Management System including all software and related services for the setup, customization, installation, and implementation of the system which would be used on the City’s website.

3. The initial agreement, signed on January 28, 2013 was for an amount of \$97,083 with an annual cost of \$11,958.45 in year 2 for annual support, maintenance and hosting. The contract was for a one year period with one year renewals.

4. On August 3, 2016, the City Commission approved an amendment to the agreement for additional services requested by the Technology Services Department which included media center storage services, CivicMobile App, Active Directory Federation Services (ADFS), Intranet Subsite Services, and CivicSend.

5. On September 6, 2017, the City Commission approved an amendment to the agreement for additional services requested by the Recreation and Cultural Arts Department for a Recreational Management Software Program that assist the department with Facility Reservations, Activity Registrations, Membership Management, Point of Sale Management, League Management, Surveys, Financial Reporting, and a Mobile Public and staff experience.

6. On February 20, 2019, the City Commission approved an amendment to the agreement for additional service requested by Technology Services Department for AudioEye to address Digital Compliance requirements for citizens with disabilities using the All City Presented Websites.

7. On February 25, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.

8. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.

9. On January 15th, 2020, August 5th, 2020, August 4th, 2021, and September 7th, 2022, the City Commission approved continuation of the Agreement, extending the term up to January 31, 2024.

10. On June 15th, 2022, as approved by the City Commission, the City amended the agreement to include an additional subscription for Chatbot for an additional two-year cost of \$27,554.83.

11. On August 16th, 2022, the City amended the agreement to include an additional subscription within Civic Rec, for Document Manager for an additional two-year cost of \$7,663.81.

12. The Technology Services Department and the Recreation and Cultural Arts Department both recommend that the City Commission approve the one (1) year continuation of the Agreement, for the period commencing on February 1st, 2024, up to January 31st, 2025.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$123,535.90

b) **Amount budgeted for this item in Account No:**

001-513-2002-546801-0000-000-0000- | IT Maintenance Contracts

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5-year projection of the operational cost of the project:**

	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$123,535.90	\$129,712.70	\$136,198.33	\$143,198.33	\$150,158.66
Net Cost	\$123,535.90	\$129,712.70	\$136,198.33	\$143,198.33	\$150,158.66

e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** No

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(I) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Renewal

1. On November 13, 2022, the City entered into an Agreement with Concrete Works & Paving, Inc. for an initial four (4) month period, commencing November 13, 2022, and expiring March 19, 2023.

2. Concrete Works & Paving provides concrete and asphalt restoration services on an as-needed basis for the Utilities Department and other departments city-wide.

3. Section A of the Scope of Services of the contract between Broward County and Concrete Works & Paving, Inc. pursuant to Solicitation No. PNC2123416B1, authorizes two (2), additional, one (1) year renewal periods subject to vendor acceptance.

4. On March 10, 2023 Broward County and CONTRACTOR renewed the term of their contract pursuant to Solicitation No. PNC2123416B1 for an additional, one (1) year term which will expire on March 20, 2024.

5. The Utilities Department recommends that the City Commission approve this First Amendment to continue to piggyback on the Broward County contract for the first, one (1) year renewal term commencing on March 20, 2023, and expiring on March 20, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: The annual cost under this agreement is estimated to be approximately \$350,000.00, but Staff is recommending Commission approval in an amount not to exceed the limits of the approved budget, as may be amended, for this service. Staff estimates funds on an as-needed basis for the renewal period in an initial amount of \$51,500 for FY 2022-23, and an estimated amount of \$298,500 for FY 2023-24, as needed.

b) Amount budgeted for this item in Account No: \$19,800.00 in Account no. 471-533-6032-546150-0000-000-0000- (R&M Land Bldg. & Improvement)

c) Source of funding for difference, if not fully budgeted: \$31,700.00 in Account no. 471-533-6032-546250-0000-000-0000- (R&M Equipment)

d) 1-year projection of the operational cost of the project:

	Current FY	FY 2024
Revenues	\$.00	\$.00
Expenditures	\$51,500.00	\$298,500.00
Net Cost	\$51,500.00	\$298,500.00

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal

1. On November 13, 2019, the City entered into an Agreement with Hillers Electrical Engineering, Inc. for the provision of electrical engineering services for the Utilities Department, for an initial three (3) year period, which expires on November 12, 2022.

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written

Amendments extending the term thereof.

3. On December 9, 2021, the City entered into the First Amendment to revise the total compensation amount from \$225,000 annually for the three (3) year term to \$675,000 total for the initial term of the Agreement.

4. On August 15, 2022, the City entered into the Second Amendment to revise the compensation amount \$675,000.00 for the initial term and \$225,000.00 for each subsequent renewal term, and to renew the term for an additional one (1) year period, which expires on November 12, 2023.

5. The Utilities Department recommends that the City Commission approve this Third Amendment to revise the compensation provision as set forth in Section 3 of the Third Amendment and to renew the term for an additional one (1) year period, which shall commence on November 13, 2023 and naturally expire on November 12, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Not applicable. Staff will submit every work authorization under this contract term, greater than or equal to \$25,000.00, to the City Commission for consideration.
- b) **Amount budgeted for this item in Account No:** When specific projects are identified, the appropriate budgets and accounts will be utilized.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(K) Polydyne, Inc.-Purchase of CLARIFLOC A-3333P Polymer-Renewal

1. On November 13, 2019, the City entered into a Continuing Purchase Agreement with Polydyne, Inc. for an initial ten (10) month period, which naturally expired on September 30, 2020.

2. Polydyne, Inc. provides the City's Utilities Department with CLARIFLOC A-3333P Polymer for the Water Treatment Plant.

3. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments.

4. On June 3, 2020, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for a one (1) year term, which naturally expired on September 30, 2021.

5. On August 4, 2021, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total annual compensation from \$27,946.00 to \$29,930.00 and to extend the term of the agreement for a one (1) year period, which naturally expired on September 30, 2022.

6. On August 8, 2022, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the total annual compensation from \$29,930.00 to \$33,000.00 and to extend the term of the agreement for a one (1) year period, which will naturally expire on September 30, 2023.

7. The Utilities Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Fourth Amendment to extend the term for a one (1) year renewal term which shall commence on October 1, 2023 and shall naturally expire on September 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$33,000 (20,000 lbs. estimated annual usage x \$1.65)

b) **Amount budgeted for this item in Account No:**

471-533-6031-552430-0000-000-0000- (Operating chemicals)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **5 year projection of the operational cost of the project:**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$0.00	\$33,000.00	\$0.00	\$0.00	\$0.00
Net Cost	\$0.00	\$33,000.00	\$0.00	\$0.00	\$0.00

e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(L) Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling at the Water Treatment Plant - Renewal

1. On November 17, 2021, the City entered into an Agreement with Prolime Corporation for the provision of lime sludge removal and hauling services, for an initial two (2) year period, which expires on November 16, 2023.

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The Utilities Department recommends that the City Commission approve this First Amendment to amend the expiration date of the Original Agreement to August 16, 2023, to amend the compensation provision as set forth in Section 4 of the First Amendment and to renew the term for an additional two (2) year period which shall commence on August 17, 2023, and naturally expire on August 16, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: The annual cost under this agreement is estimated to be approximately \$748,000.00, but Staff is recommending Commission approval of this agreement in an amount not to exceed the limits of the approved budget, as may be amended, for this service. The remaining budget for this service in the current fiscal year is \$350,000.00. The proposed budget for the 2023-2024 fiscal year is \$748,089.00.

b) Amount budgeted for this item in Account No: \$350,000.00 in Account no. 471-533-6031-534450-0000-000-0000- (Other Svc - Sludge Removal)

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 3 year projection of the operational cost of the project:

	Current FY	FY 2024	FY 2025
Revenues	\$.00	\$.00	\$.00
Expenditures	\$350,000.00	\$748,089.00	\$770,531.67
Net Cost	\$350,000.00	\$748,089.00	\$770,531.67

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor

Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?

(M) Florida HydroCorp, Inc. - Cross Connection Controls - Non-Renewal

1. On March 20th, 2023, the City entered into an Agreement with Florida HydroCorp, Inc. for a period to expire on September 12th, 2023.
2. Florida HydroCorp, Inc. provides the City's Utility Department with Cross Connection Control Program Management Services on an as-needed basis.
3. Section 5.1 of the Agreement authorizes the term of the agreement to expire concurrent with the piggybacked agreement resulting from RFP 2018-4-UTI between Cooper City and Florida HydroCorp, Inc., on September 12th, 2023, and does not allow for any further renewals.
4. The Utilities Department is working on a new procurement process, which may include piggybacking of another agreement, to secure these services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Aon Risk Services Central, Inc. 5600 W 83rd St. 8200 Tower Ste 1100 Minneapolis MN 55437-3844	CONTACT NAME: CIAI PHONE (A/C, No, Ext): (952) 926-6547 FAX (A/C, No): (952) 928-3837 E-MAIL ADDRESS: collectorsinsurance@acainternational.org
INSURED PENN CREDIT CORPORATION PENN BILLING SERVICES CORPORATION 2800 COMMERCE DR HARRISBURG PA 17110	INSURER(S) AFFORDING COVERAGE INSURER A: Axis Insurance Company INSURER B: Accredited Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 10089634**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$			2-CIA-PA-17E-SO113564-00	10/19/2022	10/19/2023	EACH OCCURRENCE \$ \$5,000,000 AGGREGATE \$ \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	CYBER LIABILITY			P-002-001037265-01	10/19/2022	10/19/2023	Per Claim / Aggregate \$5,000,000

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

IT IS AGREED THAT THE CERTIFICATE HOLDER AND ANY OTHER PERSON OR ORGANIZATION REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT WITH YOU IS INCLUDED AS ADDITIONAL INSURED SOLELY AS THEIR INTERESTS MAY APPEAR WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

A WAIVER OF SUBROGATION APPLIES TO THE POLICY IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM. I

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PEMBROKE PINES 601 CITY CENTER WAY PEMBROKE PINES FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Gunn Mowery, LLC P O Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 E-MAIL ADDRESS: amackey@gunnmowery.com FAX (A/C, No): (717) 761-6159
INSURED Penn Credit Corp 2800 Commerce Dr. Harrisburg PA 17110	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20281

COVERAGES**CERTIFICATE NUMBER:** 22-23 Crime**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			68035829	08/19/2022	08/19/2023	Employee Theft 5,000,000 Forgery Coverage 1,000,000 Computer Fraud 1,000,000

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

City of Pembroke Pines is listed as joint payee on the above policy. 30 days advance notice of cancellation to the named insured per policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	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
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PENNCRE-02

WEISU1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Gallen Insurance, Inc. 2237 Lancaster Pike Shillington, PA 19607	CONTACT NAME: Susan Weidman	
	PHONE (A/C, No, Ext): (610) 898-6535	FAX (A/C, No):
	E-MAIL ADDRESS: sweidman@galleninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Penn Credit Corporation 2800 Commerce Drive Harrisburg, PA 17110	INSURER B : Cincinnati Indemnity Ins Co	23280
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	EPP0502135	8/19/2022	8/19/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ Excluded
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EBA0520291	8/19/2022	8/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0502135	8/19/2022	8/19/2023	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	EWC0502191	8/19/2022	8/19/2023	☒ PER STATUTE ☐ 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)
The City of Pembroke Pines is included as Additional Insured for General Liability coverage on a Primary & Non-Contributory basis but only when required by written contract and per policy terms and conditions. Waiver of Subrogation for General Liability and Workers' Compensation coverage applies in favor of the City of Pembroke Pines but only when required by written contract and per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>David Gallen</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2021

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 Aon Risk Services Central, Inc. 5600 W 83rd St. 8200 Tower Ste 1100 Minneapolis MN 55437-3844	CONTACT NAME: CIAI PHONE (A/C, No, Ext): (952) 926-6547 E-MAIL ADDRESS: collectorsinsurance@acainternational.org FAX (A/C, No): (952) 928-3837
INSURED PENN CREDIT CORPORATION PENN BILLING SERVICES CORPORATION 2800 COMMERCE DR HARRISBURG PA 17110	INSURER(S) AFFORDING COVERAGE INSURER A: QBE Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 10089634**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ERRORS & OMISSIONS			ADC01912-00	12/01/2021	02/01/2023	Per Claim / Aggregate \$5,000,000

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

IT IS AGREED THAT THE CERTIFICATE HOLDER SHALL BE DEEMED AN INSURED BUT ONLY AS RESPECT TO THEIR BEING A CLIENT OR CUSTOMER OF THE INSURED ORGANIZATION IN ACCORDANCE WITH THE POLICY TERMS AND CONDITIONS.

A WAIVER OF SUBROGATION APPLIES TO THE POLICY IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PEMBROKE PINES 601 CITY CENTER WAY PEMBROKE PINES FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

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 Gunn Mowery, LLC P O Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 FAX (A/C, No): (717) 761-6159 E-MAIL ADDRESS: amackey@gunnmowery.com
INSURED Penn Credit Corp 2800 Commerce Dr. Harrisburg PA 17110	INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Company INSURER B: Steadfast Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 21/22 cyber & excess**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			CYB103157	10/19/2021	10/19/2022	EACH OCCURRENCE \$ AGGREGATE \$ Excess Cyber \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber Liability			SPR7509375	10/19/2021	10/19/2022	Policy Limit \$5,000,000 Aggregate \$5,000,000

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

City of Pembroke Pines is an Additional Insured as respects to Cyber Coverage when required by written contract. 30 day written notice of cancellation applies. Waiver of Subrogation applies in respects to Cyber Coverage when required by written contract prior to loss.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	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
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PENNCRE-02

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2021

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.

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PRODUCER Gallen Insurance, Inc. 2237 Lancaster Pike Shillington, PA 19607	CONTACT NAME: Susan Weidman
	PHONE (A/C, No, Ext): (610) 898-6535
	FAX (A/C, No):
	E-MAIL ADDRESS: sweidman@galleninsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Cincinnati Insurance Company
	INSURER B : Cincinnati Indemnity Ins Co
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED

Penn Credit Corporation
2800 Commerce Drive
Harrisburg, PA 17110

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	EPP0502135	8/19/2021	8/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA0520291	8/19/2021	8/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0502135	8/19/2021	8/19/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	X	EWC0502191	8/19/2021	8/19/2022	☒ PER STATUTE ☐ 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)
The City of Pembroke Pines is included as Additional Insured for General Liability coverage on a Primary & Non-Contributory basis but only when required by written contract and per policy terms and conditions. Waiver of Subrogation for General Liability and Workers' Compensation coverage applies in favor of the City of Pembroke Pines but only when required by written contract and per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	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 Dave Gallen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2021

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PRODUCER Gunn Mowery, LLC P O Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 E-MAIL ADDRESS: amackey@gunnmowery.com FAX (A/C, No): (717) 761-6159
INSURED Penn Credit Corp 2800 Commerce Dr. Harrisburg PA 17110	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20281

COVERAGES**CERTIFICATE NUMBER:** 21/22 crime**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			68035829	08/19/2021	08/19/2022	Employee Theft \$5,000,000 Forgery Coverage \$1,000,000 Computer Fraud \$1,000,000

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

City of Pembroke Pines is listed as joint payee on the above policy. 30 days advance notice of cancellation to the named insured per policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2020

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

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PRODUCER Gunn Mowery, LLC P O Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 E-MAIL ADDRESS: amackey@gunnmowery.com FAX (A/C, No): (717) 761-6159
INSURED Penn Credit Corp 2800 Commerce Dr. Harrisburg PA 17110	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 32727

COVERAGES**CERTIFICATE NUMBER:** 20/21 Prof Liab**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			MPL1013919	11/01/2020	12/01/2021	Per Claim \$5,000,000 Aggregate \$5,000,000 Deductible \$75,000

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

City of Pembroke Pines is an Additional Insured in respects to the E & O policy when required by written contract prior to a loss. Waiver of Subrogation applies in respects to E & O policy when required by written contract prior to loss. 30 day written notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2020

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

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PRODUCER Gunn Mowery, LLC P O Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 FAX (A/C, No): (717) 761-6159 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Ascot Insurance Company INSURER B: Axis Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 23752 37273
INSURED Penn Credit Corp 2800 Commerce Dr. Harrisburg PA 17110		

COVERAGES**CERTIFICATE NUMBER:** 20/21 cyber & excess cybe**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☒ CLAIMS-MADE DED RETENTION \$			EOXS2010000119-01	08/19/2020	09/19/2021	EACH OCCURRENCE \$ AGGREGATE \$ Excess cyber \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber Liability			P-001-000397798-01	08/19/2020	09/19/2021	Policy Limit \$5,000,000 Retention \$15,000

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

City of Pembroke Pines is an Additional Insured as respects to Cyber Coverage when required by written contract. 30 day written notice of cancellation applies. Waiver of Subrogation applies in respects to Cyber Coverage when required by written contract prior to loss.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	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
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PENNCRE-02

PERAM1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2020

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

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PRODUCER Gallen Insurance, Inc. 2237 Lancaster Pike Shillington, PA 19607	CONTACT NAME: Amy Pertschi	
	PHONE (A/C, No, Ext): (610) 777-4123	FAX (A/C, No):
	E-MAIL ADDRESS: apertschi@galleninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Penn Credit Corporation 2800 Commerce Drive Harrisburg, PA 17110	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	EPP0502135	8/19/2020	8/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EBA0520291	8/19/2020	8/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0502135	8/19/2020	8/19/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	EWC0502191	8/19/2020	8/19/2021	☒ PER STATUTE ☐ 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)
The City of Pembroke Pines is included as Additional Insured for General Liability coverage on a Primary & Non-Contributory basis but only when required by written contract and per policy terms and conditions. Waiver of Subrogation for General Liability and Workers' Compensation coverage applies in favor of the City of Pembroke Pines but only when required by written

Certificate Holder Note:

contract and per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>David Gallen</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2020

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

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PRODUCER Gunn Mowery, LLC P O Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 E-MAIL ADDRESS: amackey@gunnmowery.com FAX (A/C, No): (717) 761-6159
INSURED Penn Credit Corp 2800 Commerce Dr. Harrisburg PA 17110	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 32727

COVERAGES**CERTIFICATE NUMBER:** 20/21 Prof Liab**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			MPL1013919	11/01/2020	11/01/2021	Per Claim \$5,000,000 Aggregate \$5,000,000 Deductible \$75,000

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

City of Pembroke Pines is an Additional Insured in respects to the E & O policy when required by written contract prior to a loss. Waiver of Subrogation applies in respects to E & O policy when required by written contract prior to loss. 30 day written notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	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
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CERTIFICATE OF LIABILITY INSURANCE

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08/21/2020

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PRODUCER Gunn Mowery, LLC P O Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 FAX (A/C, No): (717) 761-6159 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20281
INSURED Penn Credit Corp 2800 Commerce Dr. Harrisburg PA 17110		

COVERAGES**CERTIFICATE NUMBER:** 20/21 crime**REVISION NUMBER:**

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	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			68035829	08/19/2020	08/19/2021	Employee Theft \$5,000,000 Forgery Coverage \$1,000,000 Computer Fraud \$1,000,000

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

City of Pembroke Pines is listed as joint payee on the above policy. 30 days advance notice of cancellation to the named insured per policy.

CERTIFICATE HOLDER**CANCELLATION**

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PRODUCER Gunn Mowery, LLC P O Box 900 Camp Hill PA 17001-0900		CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 FAX (A/C, No): (717) 761-6159 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Ascot Insurance Company	23752
		INSURER B: Axis Insurance Company	37273
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20/21 cyber & excess cybe **REVISION NUMBER:**

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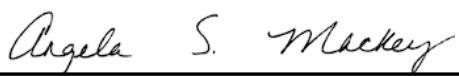
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			EOXS2010000119-01	08/19/2020	08/19/2021	EACH OCCURRENCE \$ AGGREGATE \$ Excess cyber \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber Liability			P-001-000397798-01	08/19/2020	08/19/2021	Policy Limit \$5,000,000 Retention \$15,000

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

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CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	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 
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**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR DEBT
COLLECTION SERVICES
BETWEEN THE CITY OF PEMBROKE PINES AND
PENN CREDIT CORPORATION**

THIS AGREEMENT, dated this 18th day of March 2019, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

PENN CREDIT CORPORATION, a Company authorized to do business in the State of Florida, with a business address of **2800 Commerce Drive, Harrisburg, PA 17110**, hereinafter referred to as "CONTRACTOR". "CITY" and "COLLECTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **RFP # FN-18-01**, on **January 28, 2019**, the CITY and COLLECTOR entered into the Original Agreement for **Debt Collection Services** for an initial **five (5) year period**, which commenced on **November 1, 2018** and expires on **October 31, 2023**; and,

WHEREAS, the Parties specifically desire to amend Original Agreement to amend the payment terms; and,

WHEREAS, to date the City has been satisfied with the COLLECTOR's performance pursuant to the Agreement, and the Parties desire to amend the Original Agreement as more specifically set forth herein; and,

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.



SECTION 2. Article 4, entitled, "Compensation and Method of Payment", of the Original Agreement is hereby amended to replace section 4.1 of the Original Agreement and to include new Paragraph 4.2 as follows:

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

~~4.1 CITY's sole compensation to COLLECTOR for the services rendered hereunder shall be **SIXTEEN PERCENT (16.0%)** add-on of the total amount placed whether paid by a debtor to COLLECTOR or directly to CITY, COLLECTOR shall add the "collection fee" to the total amount owed upon receipt of the account from CITY for collection.~~

4.1 CITY's sole compensation to COLLECTOR for the services rendered hereunder shall be **SIXTEEN PERCENT (16.0%)** add-on of the total amount placed to COLLECTOR. COLLECTOR shall add the "collection fee" to the total amount owed upon receipt of the account from CITY for collection.

4.2 In the event that the CITY directly receives any payment on a delinquent account, and the CITY is unable to assess a collection fee on the subject account, the CITY shall pay the COLLECTOR **EIGHT AND A HALF PERCENT 8.5%** of the amount collected as satisfaction of the "collection fee" owed to the COLLECTOR for the account.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

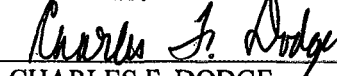


MARLENE D. GRAHAM,
CITY CLERK

3/18/19

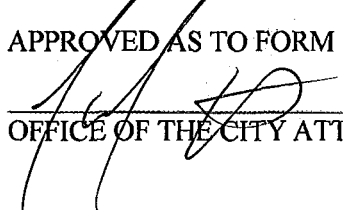
CITY OF PEMBROKE PINES

BY:

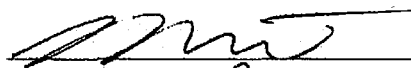


CHARLES F. DODGE
CITY MANAGER

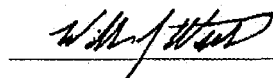
APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY

WITNESSES



Rhett Bradley
Print Name



William S. Wiist
Print Name

STATE OF Pennsylvania)

) ss:

COUNTY OF Dauphin)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Thomas Foley, Jr. as Chief Operations Officer of **PENN CREDIT CORPORATION**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **PENN CREDIT CORPORATION** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

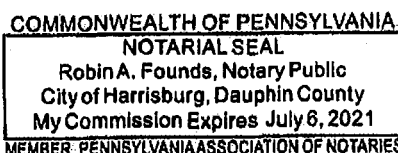
IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 4th day of March, 2019.



NOTARY PUBLIC

Robin A. Founds

(Name of Notary Typed, Printed or Stamped)





PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 28th day of January, 2018, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

PENN CREDIT CORPORATION, a Company, authorized to do business in the State of Florida, with a business address of **2800 Commerce Drive, Harrisburg, PA 17110** (hereinafter referred to as the "COLLECTOR"). CITY and COLLECTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and COLLECTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **August 7, 2018**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **debt collection services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP #FN-18-01
"Debt Collection Services"

1.2 On **September 4, 2018**, the bids were opened at the offices of the City Clerk.

1.3 On **November 19, 2018**, the CITY awarded the bid to COLLECTOR and authorized the proper CITY officials to negotiate and enter into an agreement with COLLECTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the COLLECTOR were undertaken and this Agreement incorporates the results of such negotiation.



ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 COLLECTOR shall provide debt collection services for the CITY's delinquent accounts, which may include, but not limited to, water and sewer charges, fines, fees, licenses, permits, rental charges, and any other type of receivable that is capable of being collected and any other receivables due and payable to the City 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. COLLECTOR agrees to utilize the approach, activities and work products set forth in **Exhibit "A"** attached hereto and made a part hereof.

2.2 The CITY's goal is to turn over delinquent accounts only after the City has exhausted its own collection efforts. COLLECTOR will have forty-five (45) days to commence working each delinquent account. If not successful in collecting the account after one hundred eighty (180) days of receipt from CITY, the delinquent account may be considered for withdrawal and returned to CITY. COLLECTOR shall not receive a collection fee on a withdrawn account unless COLLECTOR receives payment on an account within five (5) working days from the date CITY requests said account be withdrawn. The CITY's Finance Director, or his or her designee, reserves the following rights: (1) to determine which accounts are delinquent and to be turned over to COLLECTOR for collection; (2) to decide which collection techniques COLLECTOR should utilize; and (3) to take back any assigned delinquent account(s).

2.3 The CITY agrees to provide COLLECTOR evidence of indebtedness in accordance with this Article. COLLECTOR shall have full right and power to do in its own name and on its own behalf, all of the things that may be legally required and permissible to enforce and collect the assigned delinquent accounts and to receive payment in accordance with the terms of this Agreement.

2.4 COLLECTOR shall endeavor to collect all sums due and owing CITY and shall exercise its professional judgement in collecting, settling, and compromising all accounts assigned hereunder.

2.5 In addition to communicating in English, COLLECTOR will accommodate the CITY's Spanish, and Creole speaking debtors by referring their accounts to COLLECTOR's staff that are fully capable of communicating in their respective language(s).

2.6 COLLECTOR shall be responsible to maintain a cooperative and good faith attitude in all relations with CITY and shall actively foster a public image of mutual benefit to both parties. COLLECTOR shall not make any statements or take any actions detrimental to this effort.

2.7 COLLECTOR also agrees that any and all information COLLECTOR secures attendant to the delinquent accounts will be held in the strictest of confidence and used for the sole purpose of collections.



2.8 Except as otherwise provided in this Agreement, COLLECTOR shall undertake to collect all debts described in Article 2. COLLECTOR shall not negotiate to reduce delinquent amounts nor offer a waiver of penalty charge(s) on any CITY account without first forwarding CITY a written request for such authority and subsequently receiving written approval from the CITY's Finance Director.

2.9 To ensure full payment is received on all CITY accounts, COLLECTOR agrees to calculate daily fines or accruing interest as applicable.

2.10 COLLECTOR agrees that when attempting to collect outstanding Code Enforcement liens assigned by CITY for Code Enforcement cases that are assigned to COLLECTOR in which the City waives the recurring fees and penalties; COLLECTOR may only collect a percentage of the final amount owed as agreed to by the City.

2.11 Upon CITY's request, COLLECTOR agrees to release all right, title and interest in any delinquent City account it is assigned. COLLECTOR also agrees to cease all activities to recover the sums due and that all rights, title and interest in any such recalled debt shall thereafter remain with CITY.

2.12 COLLECTOR agrees to have a review of the design and operating effectiveness of its system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on the Processing of Transactions by Service Organizations) to the City's Finance Director or designee. COLLECTOR agrees that such a report will be in accordance with the requirements of Statement on Auditing Standards 70, as issued by the American Institute of Certified Public Accountants.

2.13 COLLECTOR agrees to comply with the Federal Trade Commission's Red Flag Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003 (Code of Federal Regulations, Title 16, Part 681.2).

2.14 Within ten (10) days following the end of each calendar month of the collection period, COLLECTOR shall render the net amount recovered hereunder by check, wire transfer or ACH made payable to the CITY OF PEMBROKE PINES shall be sent to the attention of the CITY's Finance Director, Lisa Chong, at 601 City Center Way, Pembroke Pines, FL 33025.

2.15 In the event that COLLECTOR receives a partial payment on a delinquent account, the CITY shall be paid first, and be made whole on the full amount owed to the CITY, and the remainder if any will be used to offset the "collection fee" owed to COLLECTOR.

2.16 The payment for such collected amounts shall be accompanied by a monthly data report in accordance with the requirements of **Article 5** herein and must include the "collection fee" add-on fee collected and retained by COLLECTOR.

2.17 Any expenditure by COLLECTOR on debts that are uncollectible for any reason is the sole responsibility of COLLECTOR and not subject to reimbursement by the CITY.



ARTICLE 3

TERM AND TERMINATION

3.1 COLLECTOR shall perform the debt collection services as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for an initial **five (5)** year period commencing on **November 1st, 2018** and ending on **October 31st, 2023**.

3.2 This Agreement may be renewed for **two (2) additional three (3) year terms**, upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 This Agreement may be terminated by either party for cause, or by either party for convenience, upon **thirty (30) days** written notice by the CITY to COLLECTOR in which event the COLLECTOR shall be paid its compensation for services performed to termination date. [NOTE: COLLECTOR may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the COLLECTOR abandons this Agreement or causes it to be terminated, COLLECTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by COLLECTOR shall become the property of CITY and shall be delivered by COLLECTOR to CITY immediately.

For purposes of this Agreement, termination by the City for cause includes, but is not limited to, any of the following circumstances:

3.3.1 COLLECTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after CITY's delivery of a written notice to COLLECTOR's of such breach or default;

3.3.2 COLLECTOR's debt collection license with the State of Florida terminates for any reason;

3.3.3 COLLECTOR becomes insolvent;

3.3.4 COLLECTOR takes the benefit of any present or future insolvency statute;

3.3.5 COLLECTOR makes a general assignment for the benefit of creditors;

3.3.6 COLLECTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;

3.3.7 COLLECTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;

3.3.8 A petition under any present or future insolvency laws or statute is filed



against COLLECTOR and such petition is not dismissed within thirty (30) days after its filing; or

3.3.9 Any assignment by COLLECTOR of any choice in action or debt presented to it by the CITY, any assignment of this Agreement in whole or in part, or any of COLLECTOR rights and obligations hereunder.

3.4 COLLECTOR recognizes and agrees that in the event this Agreement terminates or expires it will be necessary for COLLECTOR to assist the CITY and/or COLLECTOR's selected successor with an orderly transition and disposition of all CITY accounts previously assigned to it. COLLECTOR shall be paid in accordance with Article III for all collection services rendered through the date of termination and for any accounts authorized to continue beyond the date of termination during any transition period.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CITY's sole compensation to COLLECTOR for the services rendered hereunder shall be **SIXTEEN PERCENT (16.0%)** add-on of the total amount placed whether paid by a debtor to COLLECTOR or directly to CITY, COLLECTOR shall add the "collection fee" to the total amount owed upon receipt of the account from CITY for collection.

ARTICLE 5

RECORDS

5.1 COLLECTOR shall keep such records and accounts and require any and all agencies and sub-agencies to keep records and accounts as may be necessary in order to record complete and correct entries as to the services rendered hereunder. All such records shall be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete and incorrect entries in such records will be grounds for the CITY's disallowance of any fees based upon such entries as well as the termination of this Agreement.

5.2 As directed by CITY, COLLECTOR agrees to maintain separate receivable accounts on the different account types received from the CITY. COLLECTOR further agrees to provide CITY separate monthly reports on each different account type in accordance with the requirements of this Article.

5.3 COLLECTOR agrees to submit monthly data reports without charge to CITY electronically submitting a copy in Excel. Said monthly reports shall include the following information:

5.3.1 A list of all accounts CITY has assigned COLLECTOR for collection.

5.3.2 A list of all documents extracted from the public records related to each account assigned to COLLECTOR for collection.



The monthly reports referred to in Section 5.3.1 and 5.3.2 shall, at a minimum, include the following information:

- a. Specify the account type, to wit, parking citation, utility bill, nuisance abatement, unsafe structure, code enforcement lien, etc...
- b. The dollar amount of outstanding debts outstanding;
- c. The dollar amount of debts collected for the month;
- d. The dollar amount of cumulative debt collected to date;
- e. Final disposition and justification of non-collectability;
- f. Performance Analysis Report;
- g. The amount of the "collection fee" billed and collected by COLLECTOR;
- h. Any other information which CITY may request from time to time.

5.4 COLLECTOR shall deposit all payments into their client trust account on behalf of CITY and disburse funds monthly by check, wire or ACH to the CITY's Finance Director, Lisa Chong, at 601 City Center Way, Pembroke Pines, FL 33025 or using the wire instructions as provided by the CITY. A detailed statement of collections must also be provided with payment.

ARTICLE 6

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

6.1 CITY or COLLECTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A"**, to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

6.2 In no event will the COLLECTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 7

INDEMNIFICATION

7.1 COLLECTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of COLLECTOR, its



agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by COLLECTOR pursuant to this Agreement.

7.2 COLLECTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. COLLECTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by COLLECTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

7.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the COLLECTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by COLLECTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 8

INSURANCE

8.1 The COLLECTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the COLLECTOR or its employees, agents, servants, partners principals or subCOLLECTORS. The COLLECTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The COLLECTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the COLLECTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 COLLECTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the COLLECTOR allow any subCOLLECTOR to commence work on his subcontract until all similar such insurance required of the subCOLLECTOR has been obtained and similarly approved.



8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the COLLECTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the COLLECTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The COLLECTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. COLLECTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the COLLECTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the COLLECTOR shall require the subCOLLECTORS similarly to provide Workers



Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the COLLECTOR. Coverage for the COLLECTOR and his subCOLLECTORS shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If COLLECTOR claims to be exempt from this requirement, COLLECTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt COLLECTOR, written on COLLECTOR letterhead.

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 **CYBER LIABILITY including Network Security and Privacy Liability** with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.6.6 **CRIME COVERAGE** shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.



8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability and Cyber Liability policies required herein
- 8.7.2 Waiver of all Rights of Subrogation against the CITY
- 8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.7.4 COLLECTORS' policies shall be Primary & Non-Contributory
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

8.8 COLLECTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any insurance required of the COLLECTOR pursuant to this Agreement must also be required by any subCOLLECTOR in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subCOLLECTOR is covered by the protection afforded by the COLLECTOR and provided proof of such coverage is provided to CITY. The COLLECTOR and any subCOLLECTORS shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract. The required limits of insurance do not in any way limit the COLLECTOR's indemnification of the City as described herein.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither COLLECTOR nor its subCOLLECTORS shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. COLLECTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. COLLECTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. COLLECTOR further agrees that he/she/it will ensure that subCOLLECTORS, if any, will be made aware of and will comply with this nondiscrimination clause.



ARTICLE 10

INDEPENDENT MANAGER

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the COLLECTOR is an independent COLLECTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The COLLECTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out COLLECTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of COLLECTOR, which policies of COLLECTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of COLLECTOR's Funds provided for herein. The COLLECTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the COLLECTOR and the CITY and the CITY will not be liable for any obligation incurred by COLLECTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

AGREEMENT SUBJECT TO FUNDING

11.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12

MERGER; AMENDMENT

12.1 This Agreement constitutes the entire Agreement between COLLECTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both COLLECTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 13

DEFAULT OF CONTRACT & REMEDIES

13.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of COLLECTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from COLLECTOR's failure to perform in accordance with the requirements of this Agreement.



13.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein COLLECTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and COLLECTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

13.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by COLLECTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that COLLECTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

13.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by COLLECTOR:

13.2.1. The abandonment of the Property by COLLECTOR for a period of more than seven (7) business days.

13.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

13.2.3. The failure by COLLECTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by COLLECTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to COLLECTOR; provided, however, that if the nature of COLLECTOR's default is such that more than seven (7) days are reasonably required for its cure, then COLLECTOR shall not be deemed to be in default if COLLECTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

13.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by COLLECTOR or any other party in a manner not expressly permitted hereunder.

13.2.5. The making by COLLECTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against COLLECTOR of a petition to have COLLECTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against COLLECTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of COLLECTOR's assets, or for COLLECTOR's interest in this Agreement, where possession is not restored to COLLECTOR within thirty (30) days; for attachment, execution or other judicial seizure



of substantially all of COLLECTOR's assets, or for COLLECTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

13.3 **Remedies in Default.** In case of default by COLLECTOR, CITY shall notify COLLECTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify COLLECTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of COLLECTOR and proceed to perform services under the Agreement, at its own cost and expense.

13.3.1. Upon such declaration of default, all payments remaining due COLLECTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the COLLECTOR has the COLLECTOR continued to perform the services under the Agreement.

13.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to COLLECTOR and/or the Surety together with the costs incident thereto to such default.

13.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to COLLECTOR under this Agreement, if the same had been fulfilled by COLLECTOR, CITY shall retain such differences. Should such cost to CITY be greater, COLLECTOR shall pay the amount of such excess to the CITY.

ARTICLE 14

BANKRUPTCY

14.1 It is agreed that if COLLECTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 15

DISPUTE RESOLUTION

15.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy



or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

15.2 Operations During Dispute.

15.2.1 In the event that a dispute, if any, arises between CITY and COLLECTOR relating to this Agreement, performance or compensation hereunder, COLLECTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

15.2.2 COLLECTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

15.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by COLLECTOR fails to meet reasonable standards of the trade after CITY gives written notice to the COLLECTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by COLLECTOR of such notice from CITY.

ARTICLE 16
VENUE

16.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 17
PUBLIC RECORDS

17.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The COLLECTOR shall comply with Florida's Public Records Law. Specifically, the COLLECTOR shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, COLLECTOR shall



destroy all copies of such confidential and exempt records remaining in its possession after the COLLECTOR transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the contract, COLLECTOR shall transfer to the CITY, at no cost to the CITY, all public records in COLLECTOR's possession. All records stored electronically by the COLLECTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

17.2 The failure of COLLECTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 18
MISCELLANEOUS**

18.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use COLLECTOR's work product for its intended purposes.

18.2 **Records.** COLLECTOR shall keep such records and accounts and require any and all subCOLLECTORs to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which COLLECTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

18.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by COLLECTOR without



the prior written consent of CITY. For purposes of this Agreement, any change of ownership of COLLECTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18.4 **No Contingent Fees.** COLLECTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COLLECTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for COLLECTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

18.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, COLLECTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

COLLECTOR **Rhett Donagher, Manager of Sales & Marketing**
Penn Credit Corporation
2800 Commerce Drive
Harrisburg, PA 17110
E-mail: Rhett.donagher@penncredit.com
Telephone No: 800-800-3328 x3003
Facsimile No: 717-238-8441

18.6 **Binding Authority.** Each person signing this Agreement on behalf of either party



individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

18.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

18.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

18.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

18.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the COLLECTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

18.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

18.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

18.13 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

18.13.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

18.13.2 One million dollars or more if, at the time of bidding on,



submitting a proposal for, or entering into or renewing such contract,
the company:

18.13.3 Is 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 s. 215.473; or

18.13.4 Is engaged in business operations in Syria.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:


MARLENE D. GRAHAM, CITY CLERK

By: 
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

1/28/19


OFFICE OF THE CITY ATTORNEY



COLLECTOR:

PENN CREDIT CORPORATION

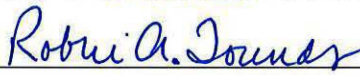
By: 
Name: Thomas Foley, Jr.
Title: Chief Operations Officer

STATE OF Pennsylvania)
COUNTY OF Dauphin)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Thomas Foley, Jr. as Chief Operations Officer of **PENN CREDIT CORPORATION**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **PENN CREDIT CORPORATION** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 19th day of December, 2018.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Robin A. Founds, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires July 6, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


NOTARY PUBLIC

Robin A. Founds
(Name of Notary Typed, Printed or Stamped)



Debt Collection Services

Request for Proposals # FN-18-01

General Information		
Contract Term	This contract shall be for an initial five year period with two additional three-year renewal terms	See Section 1.8
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Pre-Bid Meeting	Not Applicable	N/A
Question Due Date	August 20, 2018	See Section 1.9
Proposals will be accepted until	2:00 p.m. on September 4, 2018	See Section 1.9
5% Proposal Security / Bid Bond	Not Applicable	Not Applicable
100% Payment and Performance Bonds	Not Applicable	Not Applicable

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



Table of Contents

SECTION 1 - INSTRUCTIONS.....	5
1.1 NOTICE.....	5
1.2 PURPOSE.....	5
1.3 GENERAL INFORMATION.....	5
1.4 SCOPE OF SERVICES	6
1.5 ADDITIONAL REQUIREMENTS.....	7
1.5.1 CONFIDENTIALITY.....	7
1.5.2 RECORDS	7
1.5.3 AUDITS.....	8
1.5.4 REFERRALS / ACCOUNTS	8
1.5.5 COLLECTION FEES / COST.....	8
1.5.6 REMITTANCE.....	9
1.5.7 REPORTING	9
1.5.8 REPORTING TO CREDIT BUREAUS.....	10
1.5.9 DISPUTED ACCOUNTS.....	10
1.6 PROPOSAL REQUIREMENTS	10
Title Page:	10
Tab 1 - Table of Contents:	11
Tab 2 - Letter of Interest/Executive Summary:	11
Tab 3 - Firm's Background & Experience:.....	11
Tab 4 - Personnel:	12
Tab 5 - Collection Method/Approach:	13
Tab 6 - Reporting:	13
Tab 7 - Collection Success Rate:	13
Tab 8 – Collection Fee:.....	13
Tab 9 – Other Completed Documents:	14
Tab 10 - Business Tax Receipts, Licenses and Professional Registration Certificates:	15
Tab 11 - Additional Information:.....	15
1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION	15
1.7.1 SCORING FOR COLLECTION FEE CRITERIA.....	16
1.8 TERM	17
1.9 TENTATIVE SCHEDULE OF EVENTS	17



1.10	SUBMISSION REQUIREMENTS	17
SECTION 2 - INSURANCE REQUIREMENTS		18
SECTION 3 - GENERAL TERMS & CONDITIONS.....		21
3.1	EXAMINATION OF CONTRACT DOCUMENTS	21
3.2	CONFLICT OF INSTRUCTIONS	21
3.3	ADDENDA or ADDENDUM	21
3.4	INTERPRETATIONS AND QUESTIONS	21
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	21
3.6	WARRANTIES FOR USAGE	22
3.7	BRAND NAMES.....	22
3.8	QUALITY	22
3.9	SAMPLES.....	22
3.10	DEVELOPMENT COSTS	22
3.11	PRICING.....	22
3.12	DELIVERY POINT	22
3.13	TAX EXEMPT STATUS	22
3.14	CONTRACT TIME	22
3.15	COPYRIGHT OR PATENT RIGHTS	23
3.16	PUBLIC ENTITY CRIMES	23
3.17	CONFLICT OF INTEREST	23
3.18	FACILITIES	23
3.29	ENVIRONMENTAL REGULATIONS	23
3.20	SIGNATURE REQUIRED.....	24
3.21	MANUFACTURER’S CERTIFICATION.....	24
3.22	MODIFICATION OR WITHDRAWAL OF PROPOSAL	24
3.23	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	24
3.24	RESERVATIONS FOR REJECTION AND AWARD.....	25
3.25	BID PROTEST	25
3.26	INDEMNIFICATION.....	25
3.27	DEFAULT PROVISION	26
3.28	ACCEPTANCE OF MATERIAL.....	26
3.29	LOCAL GOVERNMENT PROMPT PAYMENT ACT.....	26
3.30	SCRUTINIZED COMPANIES LIST.....	26



ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Vendor Information Form and a W-9
- Attachment C: Non-Collusive Affidavit
- Attachment D: Sworn Statement on Public Entity Crimes Form
- Attachment E: Local Vendor Preference Certification
- Attachment F: Veteran Owned Small Business Preference Certification
- Attachment G: Equal Benefits Certification Form
- Attachment H: Vendor Drug-Free Workplace Certification Form
- Attachment I: Vendor Certification Regarding Scrutinized Companies List
- Attachment J: Proposer's Completed Qualification Statement
- Attachment K: Sample Insurance Certificate
- Attachment L: Specimen Contract/Agreement (Professional – Debt Collection Services)
- Attachment M: Collection Success Rate



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

**RFP # FN-18-01
Debt Collection Services**

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, September 4, 2018. Proposals must be **submitted electronically** at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide the City with debt collection services, in accordance with the terms, conditions, and specifications contained in this solicitation.

1.3 GENERAL INFORMATION

The City of Pembroke Pines 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 Pembroke Pines’ revenues, using the most cost-effective methods and the highest professional standards. The debt collection services provided pursuant to this RFP, shall be available for all debts owed to City of Pembroke Pines. Debts may include water and sewer charges, fines, fees, licenses, permits, rental charges, 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.

This RFP may result in multiple awards to qualified Proposers who will participate in the Contract(s) and will provide department collection services to any authorized agency of the City of Pembroke Pines.

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 which regulates third-party debt collectors and the Florida's Debt Collection Procedures Law which 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.

1.4 SCOPE OF SERVICES

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

1. Perform all necessary services on the City's behalf in order to obtain collection of amounts due to the City on accounts submitted to the collection agency.
2. Collection activities, which include, but are not limited to, telephone contact, mail correspondence, skip tracing, and credit bureau reporting.
3. Provide monthly reports to the City detailed for each City department (e.g., Finance, Utilities, Miscellaneous Receivable, Housing, etc.) for items:
 - a. Acknowledgement of new accounts submitted
 - b. Status of all accounts submitted
 - c. Accounts no longer being pursued and the reason why



- d. 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.
 - e. 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.
4. Remit the amount due to the City resulting from payments made directly to the agency by the 15th of each month following the collection.
5. 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.
6. Only upon approval by the City's Finance Director or designee will the agency pursue legal action for collection.
7. Have established internal computer systems to accept and communicate with all City computer systems to provide acceptance and information of City's file transmissions.
8. Accept any account submitted to the agency regardless of account amount or age of receivable.
9. 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.
10. Provide a primary and secondary contact to the City for daily operational issues.
11. The Successful Proposer(s) shall meet with the City at least biannually or as often as required by the City Commission.

1.5 ADDITIONAL REQUIREMENTS

1.5.1 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.

1.5.2 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.

1.5.3 AUDITS

The City will have the right to request or perform an audit of the Successful Proposer(s)'s books and records at any time.

1.5.4 REFERRALS / ACCOUNTS

Referrals/Accounts submitted shall mean utility bills, medical transport, fines, rents, fees, penalties; City NSF/returned checks, miscellaneous receivables, any other past due accounts, or amounts owed the City.

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

1.5.5 COLLECTION FEES / COST

- a. For all Accounts referred by the City, unless otherwise instructed by the Finance Director or his designee, the Successful Proposer(s) fee shall be added by the Successful Proposer(s) to the amount of the debt owed to the City. The City will not be responsible for any fees.
- b. This fee must be 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.
- c. 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.
- d. 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.



- e. 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 or designee and execution of an amendment(s) to the Contract(s).

1.5.6 REMITTANCE

- a. The Successful Proposer(s) shall forward by the 15th of the month following the collection, all monies collected together with a statement of original balance, fee assessed, amount of payment and balance to the City.
- b. If a partial payment is collected, the Successful Proposer(s) shall remit the City's share first and then continue to collect its fee. 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 the \$90 and continue to collect on the balance including the fees of \$30 (\$120-\$90).
- c. 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.

1.5.7 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 7 days after completion of the appropriate period. Provided below is the minimum reporting requirements, subject to change at the sole discretion of the Finance Director or designee.

- a. Cash Activity Report: This report tracks by City of Pembroke Pines departments, on a monthly and annual basis, the total dollars collected, fees collected, interest collected, dollars remitted to the City, and balance remaining.
- b. Referral Report: This report tracks by City of Pembroke Pines departments, on a monthly and annual basis, the number of accounts and dollars referred into active collection.
- c. Monthly Transaction Journal: This report tracks all postings to any City account and department. Each posting tracks amounts allocated to principal, and the Successful Proposer(s) fees, interest, legal costs or fees and NSF checks.
- d. Aging Report: This report track 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.



1.5.8 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 or his designee, the Successful Proposer(s) shall remove an account notification from all affected bureaus and provide a copy of that notification to the Finance Director or designee. 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 or designee.

1.5.9 DISPUTED ACCOUNTS

- a. 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.
- b. 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 or designee.
- c. A minimum amount may be set by the City for credit bureau reporting.

1.6 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page:

List the following:

Subject: **RFP # FN-18-01 "Debt Collection Services"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm



- i. Note: This contact person shall also be listed on **Attachment A: Contact Information Form**
4. Telephone Number
5. Email Address

Tab 1 - Table of Contents:

Include a clear identification of the material included in the proposal by tab number and page number.

Tab 2 - Letter of Interest/Executive Summary:

- Limit to one (1) pages.
 1. Provide a brief summary describing the proposer's understanding of the work to be done, the commitment to perform the work as described in the Scope of Services, a statement why the firm believes its best qualified to perform the work. Proposers should state any exceptions they have to this Solicitation. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the Proposer, staff, and/or suppliers. Include the signature of an authorized official of the firm who has been designated to submit the proposal on behalf of their firm.
 - a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
 - b. Summary of abilities and experience of the firms' professional personnel
 - c. Summary of past performance of the firm on similar projects
 - d. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
 - e. Include the signature of an authorized official of the firm who has been designated to submit the proposal on behalf of their firm.

Tab 3 - Firm's Background & Experience:

- 1) Provide a brief history of the Proposer's background and experience providing services, any other information called for by this Solicitation which the Proposer deems relevant. Describe the Proposer's approach to organization/management and the responsibilities of Proposer's management and personnel that will perform work on the Contract.
- 2) List any subsidiary/affiliate company in the same business, the nature of the relationship, and the location of their office.
- 3) Provide a detailed description of at least five (5) **current** comparable government contracts (similar in scope of services to those requested herein) which the Proposer is either performing or has completed. The description should identify the following for each project:



- a. The client name, address, telephone number and the name of the contact person;
 - b. A description of the required Work;
 - c. The contract period and duration;
 - d. A statement or notation as to whether the Proposer was a prime contractor or sub-contractor, sub-consultant, or supplier; and
 - e. The result of the project.
 - f. Average Collection Success Rate over the term of the agreement.
- 4) Provide a list of government clients that terminated your services in the past five (5) years and the reason for the termination. If not applicable, please provide a statement to that effect.
 - 5) Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees (while in the performance of their duties,) subcontractors or sub-consultants is or has been involved within the last five (5) years.
 - 6) Describe and explain any prior complaints (both substantiated and inconclusive) filed with any governmental agency, against the Proposer, any of its employees, (while in the performance of their duties) subcontractors, or sub-consultants is or has been involved within the last five (5) years.
 - 7) Describe any other relevant experiences related to the Work or Services.

Tab 4 - Personnel:

- Key personnel and subcontractors performing services - The phrase “all key personnel” includes all partners, managers, seniors and other professional staff that will perform work on the Contract.
- 1) Provide an organizational chart showing all key personnel, including their titles, whom will perform any work on the Contract. This chart must clearly identify the Proposer’s employees and those of the subcontractors or sub-consultants.
 - 2) Describe the experience, qualifications, and other vital information, including relevant experience on similar contracts, of all key individuals and subcontractors or sub-consultants who will perform work on the Contract. This information shall include functions to be performed by the key individuals and the subcontractors or sub-consultants.



- 3) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any subcontractors or sub-consultants.
- 4) List names and addresses of all first tier subcontractors, sub-consultants, or suppliers, who will perform and/or provide for the Contract.

Tab 5 - Collection Method/Approach:

- 1) Describe methods employed and processes used to collect on debts as described in this Solicitation, including the timeframe for letters, phone calls etc.
- 2) Provide sample copies of letters and notifications sent to debtors as an Exhibit to the RFP.

Tab 6 - Reporting:

- 1) Describe your firm's online reporting capabilities.
- 2) Provide copies of available reports as an Exhibit to the Proposal.

Tab 7 - Collection Success Rate:

- 1) Describe your firm's method of benchmarking or measuring the success rate of debt collections. If specific reports are used provide sample copies of this report.
- 2) Complete **Attachment M - Collection Success Rate Table** showing your firms debt collection success rate.

Tab 8 – Collection Fee:

1. Attachment A: Contact Information Form
 - a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
 - b. The vendor must provide their collection fee through the designated lines items listed on the BidSync website.
 - c. The collection fee shall be an all-inclusive percentage fee added to the balance owed to the city.
 - d. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.



- e. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- f. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- g. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

Tab 9 – Other Completed Documents:

- 1. Attachment B: Vendor Information Form and a W-9
 - a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. November 2017), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
- 2. Attachment C: Non-Collusive Affidavit
- 3. Attachment D: Sworn Statement on Public Entity Crimes Form
- 4. Attachment E: Local Vendor Preference Certification
 - a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines.
 - b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
 - c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.
- 5. Attachment F: Veteran Owned Small Business Preference Certification
 - a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
 - b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for



Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

6. Attachment G: Equal Benefits Certification Form
7. Attachment H: Vendor Drug-Free Workplace Certification Form
8. Attachment I: Vendor Certification Regarding Scrutinized Companies List
9. Attachment J - Proposer's Completed Qualification Statement

Tab 10 - Business Tax Receipts, Licenses and Professional Registration Certificates:

1. Copies of city, county, and state professional licenses and business tax receipts.

Tab 11 - Additional Information:

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Firm's Background & Experience Personnel	30 points
Collection Method/Approach Reporting Collection Success Rate	25 points
Collection Fee	40 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a*



preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.

- C. The Evaluation Committee shall have the **option** to short-list the proposers based on the criteria listed above. The Evaluation Committee shall also have the option to schedule a meeting(s) for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer(s) whose proposal(s) is/are determined to be the most advantageous to the City taking into consideration the evaluation criteria.

1.7.1 SCORING FOR COLLECTION FEE CRITERIA

The Evaluation Committee will utilize the following calculation to determine the collection fee for each submittal that will be taken into account when calculating the weighted score of each vendor related to the Collection Fee criteria.

The Collection Fee for each proposer will be multiplied against the City's estimated bad debts, to determine the Proposal amounts for each proposer.

Then the **Lowest Proposal** will be divided by **Proposer "X" Cost Proposal** times the **Maximum Available Points for the Pricing Criteria = Proposer "X" Cost Score.**

Example:

Firm "A" cost proposal is \$10,000 and is the lowest cost proposal

Firm "B" cost proposal is \$15,000

Firm "C" cost proposal is \$20,000

Maximum Points Available for the "Project Cost" criteria: 25



Calculation:

Firm “A”: Lowest price and receives 25 points
Firm “B”: \$10,000/\$15,000 x 25 points = 16.67 points
Firm “C”: \$10,000/\$20,000 x 25 points = 12.50 points

1.8 TERM

The initial term of this contract shall be for a five (5) year period with option on the part of the City to renew for two (2) additional three (3) year periods based on mutual consent of both parties.

1.9 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 7, 2018
Question Due Date	August 20, 2018
Anticipated Date of Issuance for the Addenda with Questions and Answers	August 23, 2018
Proposals will be accepted until	2:00 p.m. on September 4, 2018
Proposals will be opened at	2:30 p.m. on September 4, 2018
Evaluation of Proposals by Evaluation Committee	TBD
Recommendation of Contractor to City	TBD
Commission award	TBD

1.10 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com **on or before 2:00 p.m. on September 4, 2018.**

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the *PROPOSAL REQUIREMENTS* section of this solicitation.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



REQUIRED INSURANCE

1. **COMPREHENSIVE GENERAL LIABILITY INSURANCE** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (**mostly for construction or equipment sold to the CITY**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

2. **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

3. **COMPREHENSIVE AUTO LIABILITY INSURANCE** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)



- Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
- Combined Single Limit (Each Accident) - \$1,000,000

4. **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.
5. **SEXUAL ABUSE** may not be excluded from any policy.

REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the, Purchasing Manager, Christina Sorensen, at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary



permits or licenses required, if necessary, in order to provide this service.

Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or

equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this Invitation for Bid. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME



By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.29 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such



documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 10100 Pines Boulevard, Pembroke Pines, FL.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:



- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in

connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.



3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment

renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or



renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is 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 s. 215.473; or

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “FN-18-01” titled “Debt Collection Services” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder’s submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

B) Sample Proposal Form

Proposals shall include all costs and fees to provide the service for the City. Responses shall clearly detail their offer as a PERCENTAGE FEE. Rates included in the fee schedule made part of this bid shall be firm, not subject to change. The Successful Proposer(s) fee shall be added by the Successful Proposer(s) to the amount of the debt owed to the City. The City will not be responsible for any fees.

Description	Percentage %
All-inclusive percentage fee added to the balance owed to the city:	Price to be Submitted Via BidSync



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and upload it to the BidSync website with your submittal.

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Order-from Address (For purchase orders)			
Order-from Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)			
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

☐ Corporation

Federal ID Number:

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership

☐ Health Care Service Provider

☐ LLC – C (C corporation) – S (S corporation) – P (partnership)

☐ Other (Specify):

Name & Title of Applicant _____

Signature of Applicant _____ **Date** _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, 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 Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element 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 Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by 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.

Printed Name/Signature

Title

Name of Company



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted (name of entity submitting sworn statement) whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)

2. My name is and my
(Please print name of individual signing)
relationship to the entity named above is .

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, 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.

4. I understand that a "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, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. 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 Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with 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.

7. 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.)**
- ☐ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- ☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Bidder's Name/Signature	Company	Date



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City’s Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.
5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.

7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☐ A. Contractor currently complies with the requirements of this section; or
- ☐ B. Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ C. Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):

☐ 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;

☐ 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ 4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME:

AUTHORIZED OFFICER NAME / SIGNATURE:



VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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 or more bids that 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 drugfree 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’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 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 sanction 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.

SECTION 2 AFFIRMATION

- ☐ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.
- ☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors’ qualifications.

Authorized Signature	Authorized Signer Name	Company Name

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, , on behalf of ,

Print Name and Title

Company Name

certify that _____:

Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or 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.

--

Company Name

--

Print Name/Signature

Title



City of Pembroke Pines

Attachment J

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a:

Sole Proprietorship ☐

Partnership ☐

Corporation ☐

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

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

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written

approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

--

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

--

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

--

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

--

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

--

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm’s local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER’s qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER 	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURERS AFFORDING COVERAGE			
INSURED YOUR COMPANY NAME HERE	<table style="width:100%;"> <tr> <td style="width:40%;"> INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: </td> <td style="width:60%; text-align: center; vertical-align: middle;">  Companies providing coverage </td> </tr> </table>	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	 Companies providing coverage
INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	 Companies providing coverage		

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD[YY])	POLICY EXPIRATION DATE (MM/DD[YY])	LIMITS								
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ policy ☐ project ☐ loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	SAMPLE CERTIFICATE											
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">WC STATUTORY LIMITS</td> <td style="width:40%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL BE NOTIFIED BY MAIL <u>30</u> DAYS WRITTEN LEFT. City Must Be Named as Certificate Holder
AUTHORIZED REPRESENTATIVE		



City of Pembroke Pines

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____,
«Contract_Signature_Year», by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», authorized to do business in the State of Florida, with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the "COLLECTOR"). CITY and COLLECTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and COLLECTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **the City with debt collection services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP #FN-18-01 **“Debt Collection Services”**

1.2 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.

1.3 On «Commission_Award_Date», the CITY awarded the bid to COLLECTOR and authorized the proper CITY officials to negotiate and enter into an agreement with COLLECTOR to render the services more particularly described herein below.



1.4 Negotiations pertaining to the services to be performed by the COLLECTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 COLLECTOR shall provide debt collection services for the CITY's delinquent accounts, which may include, but not limited to, water and sewer charges, fines, fees, licenses, permits, rental charges, and any other type of receivable that is capable of being collected and any other receivables due and payable to the City 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. COLLECTOR agrees to utilize the approach, activities and work products set forth in **Exhibit "A"** attached hereto and made a part hereof.

2.2 The CITY's goal is to turn over delinquent accounts only after the City has exhausted its own collection efforts. COLLECTOR will have forty-five (45) days to commence working each delinquent account. If not successful in collecting the account after one hundred eighty (180) days of receipt from CITY, the delinquent account may be considered for withdrawal and returned to CITY. COLLECTOR shall not receive a collection fee on a withdrawn account unless COLLECTOR receives payment on an account within five (5) working days from the date CITY requests said account be withdrawn. The CITY's Finance Director, or his or her designee, reserves the following rights: (1) to determine which accounts are delinquent and to be turned over to COLLECTOR for collection; (2) to decide which collection techniques COLLECTOR should utilize; and (3) to take back any assigned delinquent account(s).

2.3 The CITY agrees to provide COLLECTOR evidence of indebtedness in accordance with this Article. COLLECTOR shall have full right and power to do in its own name and on its own behalf, all of the things that may be legally required and permissible to enforce and collect the assigned delinquent accounts and to receive payment in accordance with the terms of this Agreement.

2.4 COLLECTOR shall endeavor to collect all sums due and owing CITY and shall exercise its professional judgement in collecting, settling, and compromising all accounts assigned hereunder.

2.5 In addition to communicating in English, COLLECTOR will accommodate the CITY's Spanish, and Creole speaking debtors by referring their accounts to COLLECTOR's staff that are fully capable of communicating in their respective language(s).

2.6 COLLECTOR shall be responsible to maintain a cooperative and good faith attitude in all relations with CITY and shall actively foster a public image of mutual benefit to both parties. COLLECTOR shall not make any statements or take any actions detrimental to this effort.

2.7 COLLECTOR also agrees that any and all information COLLECTOR secures attendant to the delinquent accounts will be held in the strictest of confidence and used for the sole purpose of collections.



2.8 Except as otherwise provided in this Agreement, COLLECTOR shall undertake to collect all debts described in Article 2. COLLECTOR shall not negotiate to reduce delinquent amounts nor offer a waiver of penalty charge(s) on any CITY account without first forwarding CITY a written request for such authority and subsequently receiving written approval from the CITY's Finance Director.

2.9 To ensure full payment is received on all CITY accounts, COLLECTOR agrees to calculate daily fines or accruing interest as applicable.

2.10 COLLECTOR agrees that when attempting to collect outstanding Code Enforcement liens assigned by CITY for Code Enforcement cases that are assigned to COLLECTOR in which the City waives the recurring fees and penalties; COLLECTOR may only collect a percentage of the final amount owed as agreed to by the City.

2.11 Upon CITY's request, COLLECTOR agrees to release all right, title and interest in any delinquent City account it is assigned. COLLECTOR also agrees to cease all activities to recover the sums due and that all rights, title and interest in any such recalled debt shall thereafter remain with CITY.

2.12 COLLECTOR agrees to have a review of the design and operating effectiveness of its system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on the Processing of Transactions by Service Organizations) to the City's Finance Director or designee. COLLECTOR agrees that such a report will be in accordance with the requirements of Statement on Auditing Standards 70, as issued by the American Institute of Certified Public Accountants.

2.13 COLLECTOR agrees to comply with the Federal Trade Commission's Red Flag Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003 (Code of Federal Regulations, Title 16, Part 681.2).

2.14 Within ten (10) days following the end of each calendar month of the collection period, COLLECTOR shall render the net amount recovered hereunder by check, wire transfer or ACH made payable to the CITY OF PEMBROKE PINES shall be sent to the attention of the CITY's Finance Director, Lisa Chong, at 601 City Center Way, Pembroke Pines, FL 33025.

2.15 In the event that COLLECTOR receives a partial payment on a delinquent account, the CITY shall be paid first, and be made whole on the full amount owed to the CITY, and the remainder if any will be used to offset the "collection fee" owed to COLLECTOR.

2.16 The payment for such collected amounts shall be accompanied by a monthly data report in accordance with the requirements of **Article 5** herein and must include the "collection fee" add-on fee collected and retained by COLLECTOR.

2.17 Any expenditure by COLLECTOR on debts that are uncollectible for any reason is the sole responsibility of COLLECTOR and not subject to reimbursement by the CITY.



ARTICLE 3

TERM AND TERMINATION

3.1 COLLECTOR shall perform the debt collection services as identified herein and in **Exhibit “A”** attached hereto and made part hereof, for an initial **five (5) year period** commencing on _____Error! Bookmark not defined. and ending on _____.

3.2 This Agreement may be renewed for **two (2) additional five (5) year terms**, upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 This Agreement may be terminated by either party for cause, or by either party for convenience, upon **thirty (30) days** written notice by the CITY to COLLECTOR in which event the COLLECTOR shall be paid its compensation for services performed to termination date. [NOTE: COLLECTOR may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the COLLECTOR abandons this Agreement or causes it to be terminated, COLLECTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by COLLECTOR shall become the property of CITY and shall be delivered by COLLECTOR to CITY immediately.

For purposes of this Agreement, termination by the City for cause includes, but is not limited to, any of the following circumstances:

3.3.1 COLLECTOR’s failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after CITY’s delivery of a written notice to COLLECTOR’s of such breach or default;

3.3.2 COLLECTOR’s debt collection license with the State of Florida terminates for any reason;

3.3.3 COLLECTOR becomes insolvent;

3.3.4 COLLECTOR takes the benefit of any present or future insolvency statute;

3.3.5 COLLECTOR makes a general assignment for the benefit of creditors;

3.3.6 COLLECTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;

3.3.7 COLLECTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;



3.3.8 A petition under any present or future insolvency laws or statute is filed against COLLECTOR and such petition is not dismissed within thirty (30) days after its filing; or

3.3.9 Any assignment by COLLECTOR of any choice in action or debt presented to it by the CITY, any assignment of this Agreement in whole or in part, or any of COLLECTOR rights and obligations hereunder.

3.4 COLLECTOR recognizes and agrees that in the event this Agreement terminates or expires it will be necessary for COLLECTOR to assist the CITY and/or COLLECTOR's selected successor with an orderly transition and disposition of all CITY accounts previously assigned to it. COLLECTOR shall be paid in accordance with Article III for all collection services rendered through the date of termination and for any accounts authorized to continue beyond the date of termination during any transition period.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CITY's sole compensation to COLLECTOR for the services rendered hereunder shall be «**COLLECTOR'S PERCENTAGE FEE**» add-on of the total amount placed whether paid by a debtor to COLLECTOR or directly to CITY, COLLECTOR shall add the "collection fee" to the total amount owed upon receipt of the account from CITY for collection.

ARTICLE 5

RECORDS

5.1 COLLECTOR shall keep such records and accounts and require any and all agencies and sub-agencies to keep records and accounts as may be necessary in order to record complete and correct entries as to the services rendered hereunder. All such records shall be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete and incorrect entries in such records will be grounds for the CITY's disallowance of any fees based upon such entries as well as the termination of this Agreement.

5.2 As directed by CITY, COLLECTOR agrees to maintain separate receivable accounts on the different account types received from the CITY. COLLECTOR further agrees to provide CITY separate monthly reports on each different account type in accordance with the requirements of this Article.

5.3 COLLECTOR agrees to submit monthly data reports without charge to CITY electronically submitting a copy in Excel. Said monthly reports shall include the following information:

5.3.1 A list of all accounts CITY has assigned COLLECTOR for collection.

5.3.2 A list of all documents extracted from the public records related to each account assigned to COLLECTOR for collection.



The monthly reports referred to in Section 5.3.1 and 5.3.2 shall, at a minimum, include the following information:

- a. Specify the account type, to wit, parking citation, utility bill, nuisance abatement, unsafe structure, code enforcement lien, etc...
- b. The dollar amount of outstanding debts outstanding;
- c. The dollar amount of debts collected for the month;
- d. The dollar amount of cumulative debt collected to date;
- e. Final disposition and justification of non-collectability;
- f. Performance Analysis Report;
- g. The amount of the "collection fee" billed and collected by COLLECTOR;
- h. Any other information which CITY may request from time to time.

5.4 COLLECTOR shall deposit all payments into their client trust account on behalf of CITY and disburse funds monthly by check, wire or ACH to the CITY's Finance Director, Lisa Chong, at 601 City Center Way, Pembroke Pines, FL 33025 or using the wire instructions as provided by the CITY. A detailed statement of collections must also be provided with payment.

ARTICLE 6

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

6.1 CITY or COLLECTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A"**, to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

6.2 In no event will the COLLECTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 7

INDEMNIFICATION

7.1 COLLECTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of COLLECTOR, its



agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by COLLECTOR pursuant to this Agreement.

7.2 COLLECTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. COLLECTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by COLLECTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

7.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the COLLECTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by COLLECTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 8 **INSURANCE**

8.1 The COLLECTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the COLLECTOR or its employees, agents, servants, partners principals or subCOLLECTORS. The COLLECTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The COLLECTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the COLLECTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 COLLECTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the COLLECTOR allow any subCOLLECTOR to commence work on his subcontract until all similar such insurance required of the subCOLLECTOR has been obtained and similarly approved.



8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the COLLECTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the COLLECTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The COLLECTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. COLLECTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the COLLECTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the COLLECTOR shall require the subCOLLECTORS similarly to provide Workers

- If COLLECTOR claims to be exempt from this requirement, COLLECTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt COLLECTOR, written on COLLECTOR letterhead.

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

8.6.5 **CYBER LIABILITY including Network Security and Privacy Liability** with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.6.6 **CRIME COVERAGE** shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity



coverage extension shall apply.

8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability and Cyber Liability policies required herein
- 8.7.2 Waiver of all Rights of Subrogation against the CITY
- 8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.7.4 COLLECTORS' policies shall be Primary & Non-Contributory
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

8.8 COLLECTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any insurance required of the COLLECTOR pursuant to this Agreement must also be required by any subCOLLECTOR in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subCOLLECTOR is covered by the protection afforded by the COLLECTOR and provided proof of such coverage is provided to CITY. The COLLECTOR and any subCOLLECTORS shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract. The required limits of insurance do not in any way limit the COLLECTOR's indemnification of the City as described herein.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither COLLECTOR nor its subCOLLECTORS shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. COLLECTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. COLLECTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. COLLECTOR further agrees that he/she/it will ensure that subCOLLECTORS, if any, will be made aware of and will comply with this nondiscrimination clause.



ARTICLE 10
INDEPENDENT MANAGER

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the COLLECTOR is an independent COLLECTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The COLLECTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out COLLECTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of COLLECTOR, which policies of COLLECTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of COLLECTOR's Funds provided for herein. The COLLECTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the COLLECTOR and the CITY and the CITY will not be liable for any obligation incurred by COLLECTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11
AGREEMENT SUBJECT TO FUNDING

11.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12
MERGER; AMENDMENT

12.1 This Agreement constitutes the entire Agreement between COLLECTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both COLLECTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 13
DEFAULT OF CONTRACT & REMEDIES

13.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of COLLECTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from COLLECTOR's failure to perform in accordance with the requirements of this Agreement.



13.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein COLLECTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and COLLECTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

13.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by COLLECTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that COLLECTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

13.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by COLLECTOR:

13.2.1. The abandonment of the Property by COLLECTOR for a period of more than seven (7) business days.

13.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

13.2.3. The failure by COLLECTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by COLLECTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to COLLECTOR; provided, however, that if the nature of COLLECTOR's default is such that more than seven (7) days are reasonably required for its cure, then COLLECTOR shall not be deemed to be in default if COLLECTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

13.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by COLLECTOR or any other party in a manner not expressly permitted hereunder.

13.2.5. The making by COLLECTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against COLLECTOR of a petition to have COLLECTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against COLLECTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of COLLECTOR's assets, or for COLLECTOR's interest in this Agreement, where possession is not restored to COLLECTOR within thirty (30) days; for attachment, execution or other judicial seizure



of substantially all of COLLECTOR's assets, or for COLLECTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

13.3 Remedies in Default. In case of default by COLLECTOR, CITY shall notify COLLECTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify COLLECTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of COLLECTOR and proceed to perform services under the Agreement, at its own cost and expense.

13.3.1. Upon such declaration of default, all payments remaining due COLLECTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the COLLECTOR has the COLLECTOR continued to perform the services under the Agreement.

13.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to COLLECTOR and/or the Surety together with the costs incident thereto to such default.

13.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to COLLECTOR under this Agreement, if the same had been fulfilled by COLLECTOR, CITY shall retain such differences. Should such cost to CITY be greater, COLLECTOR shall pay the amount of such excess to the CITY.

ARTICLE 14

BANKRUPTCY

14.1 It is agreed that if COLLECTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 15

DISPUTE RESOLUTION

15.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.



15.2 **Operations During Dispute.**

15.2.1 In the event that a dispute, if any, arises between CITY and COLLECTOR relating to this Agreement, performance or compensation hereunder, COLLECTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

15.2.2 COLLECTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

15.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by COLLECTOR fails to meet reasonable standards of the trade after CITY gives written notice to the COLLECTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by COLLECTOR of such notice from CITY.

ARTICLE 16

VENUE

16.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 17

PUBLIC RECORDS

17.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The COLLECTOR shall comply with Florida's Public Records Law. Specifically, the COLLECTOR shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, COLLECTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the COLLECTOR transfers the records in its possession to the CITY; and



17.1.4 Upon completion of the contract, COLLECTOR shall transfer to the CITY, at no cost to the CITY, all public records in COLLECTOR's possession. All records stored electronically by the COLLECTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

17.2 The failure of COLLECTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 18
MISCELLANEOUS**

18.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use COLLECTOR's work product for its intended purposes.

18.2 **Records.** COLLECTOR shall keep such records and accounts and require any and all subCOLLECTORs to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which COLLECTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

18.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by COLLECTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of



City of Pembroke Pines

COLLECTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18.4 No Contingent Fees. COLLECTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COLLECTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for COLLECTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

18.5 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, COLLECTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
 City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, Florida 33025
 Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500
 Facsimile No. (954) 771-4923

COLLECTOR «Vendor_Contact_Title»
 «Vendor_Name»
 «Vendor_Address_Line_1»
 «Vendor_Address_Line_2»
 E-mail: «Vendor_Email»
 Telephone No: «Vendor_Phone_Number»
 Cell phone No: «Vendor_Cell_Number»
 Facsimile No: «Vendor_Fax_Number»

18.6 Binding Authority. Each person signing this Agreement on behalf of either party



individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

18.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

18.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

18.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

18.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the COLLECTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

18.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

18.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

COLLECTOR:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **«Vendor_Name»**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **«Vendor_Name»** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, **«Contract_Signature_Year»**.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



Collection Success Rate

COLLECTION SUCCESS RATE TABLE				
Age of Debt	Number of Accounts	Dollar Value of Accounts	Amounts Collected	% of Debt Collected
Less than 6 Months				
6 Months to 1Year				
Over 1 Year				

[Vendor view of bid](#)

[Chat](#) | [Description](#) | [Attachments](#)

Bid #FN-18-01 - Debt Collection Services    

Time Left	closed	# of offers	3
Bid Started	Aug 7, 2018 2:37:20 PM EDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Sep 4, 2018 2:00:00 PM EDT	# of suppliers viewed	61  (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 5
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations City of Pembroke Pines No Location Specified Qty 1 Expected Expenditure n/a		
View Rules	Click here to change the rules for this bid.		
Bid Packet	 Packet for Bid FN-18-01 (download)		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)
Approval Status **Approved**

Description

Bid Number	FN-18-01
Title	All-inclusive percentage fee added to the balance owed to the City
Quantity	1 fee
Contract Duration	5 years
Contract Renewal	See Specifications
Prices Good for	90 days
Budgeted Amount	\$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

Bid Comments

The City of Pembroke Pines is seeking proposals from qualified firms, to provide the City with debt collection services, in accordance with the terms, conditions, and specifications contained in this solicitation.

Description

All-inclusive percentage fee added to the balance owed to the City

Documents

Select All | Select None | Download Selected

- | | |
|--|---|
| ☐ 1.  FN-18-01 City of Pembroke Pines Debt Collection Services.pdf [download] | ☐ 2.  Attachment A - Contact Information Form.docx [download] |
| ☐ 3.  Attachment B - Vendor Information Form and a W-9 Rev 2017-11.pdf [download] | ☐ 4.  Attachment C - Non-Collusive Affidavit [download] |
| ☐ 5.  Attachment D - Sworn Statement on Public Entity Crimes [download] | ☐ 6.  Attachment E - Local Vendor Preference Certification [download] |
| ☐ 7.  Attachment F - Veteran Owned Small Business (VOSB) Preference Certification [download] | ☐ 8.  Attachment G - Equal Benefits Certification Form [download] |
| ☐ 9.  Attachment H - Vendor Drug-Free Workplace Certification Form [download] | ☐ 10.  Attachment I - Scrutinized Company Certification [download] |
| ☐ 11.  Attachment J - Proposers Qualifications Statement [download] | ☐ 12.  Attachment K - Sample Insurance Certificate.pdf [download] |
| ☐ 13.  Attachment L - Specimen Contract - Professional Debt Collection Services.pdf [download] | ☐ 14.  Attachment M - Collection Success Rate.docx [download] |
| ☐ 15.  Addendum 1.pdf [download] | |

 = Included in Bid Packet  = Excluded from Bid Packet

Addendum #1 - Made On Aug 20, 2018 12:55:52 PM EDT

New Documents

Addendum 1.pdf

Contractor Advertisements

[View All Ads](#)

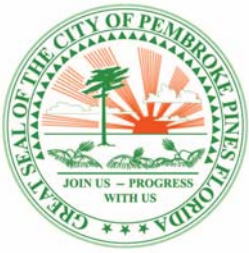
There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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**PEMBROKE PINES
CITY COMMISSION**

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fortis@ppines.com

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CITY MANAGER
954-450-1040
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August 20, 2018

RFP # FN-18-01

Addendum # 1
City of Pembroke Pines
RFP # FN-18-01
Debt Collection Services

A) COLLECTION DATA

Please see Collection Data below:

	A	B	C	D	E	F	G
1							
				Total Amounts Submitted to Penn Credit including 17% Fee	Amount Collected		
2		Month	Number of Accounts				
3		Jan-16	91	\$ 14,014	\$ 5,463	38.98%	
4		Feb-16	74	9,340	4,807	51.47%	
5		Mar-16	0	-	-	0.00%	
6		Apr-16	91	15,422	3,133	20.32%	
7		May-16	24	2,330	1,198	51.42%	
8		Jun-16	42	7,152	1,743	24.37%	
9		Jul-16	132	15,236	1,538	10.09%	
10		Aug-16	55	17,135	1,888	11.02%	
11		Sep-16	37	6,681	3,543	53.03%	
12		Oct-16	34	1,985	667	33.60%	
13		Nov-16	43	9,738	2,182	22.41%	
14		Dec-16	25	6,968	1,499	21.51%	
15		Jan-17	43	9,228	635	6.88%	
16		Feb-17	16	6,217	4,691	75.45%	
17		Mar-17	18	1,728	947	54.80%	
18		Apr-17	22	1,530	338	22.09%	
19		May-17	34	4,166	1,849	44.38%	
20		Jun-17	29	3,461	625	18.06%	
21		Jul-17	27	5,426	62	1.14%	
22		Aug-17	27	6,059	793	13.09%	
23		Sep-17	30	3,823	1,597	41.77%	
24		Oct-17	77	21,389	5,156	24.11%	
25		Nov-17	60	4,187	599	14.31%	
26		Dec-17	18	6,048	132	2.18%	
27		Jan-18	18	25,287	15,455	61.12%	
28		Feb-18	11	805	71	8.82%	
29		Jan 2016 to Feb 2018		\$ 205,355	\$ 60,611	29.52%	
30							

Question and Answers for Bid #FN-18-01 - Debt Collection Services

Create New Question

Question Deadline: Aug 20, 2018 8:00:00 PM EDT

Overall Bid Questions

Question 1

1. What is the anticipated dollar amount of award?
2. What is the anticipated breakdown of referrals between residential and commercial?
3. How much of the anticipated dollar amount will be utility debt?
4. If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a onetime placement at contract start-up?
5. What demographic information will come with the accounts? Social Security numbers, address, telephone, etc...
6. Who are the incumbents, and how long have the incumbents been providing the requested services?
7. What improvements are you looking for in a new vendor?
8. Will City of Pembroke Pines have express written consent from their customers for agency phone number use?
9. Will City of Pembroke Pines have either dollar amount of fee added to principal, or percent of debt added to principal in original contract with customer?

[edit](#)



Thank you (Submitted: Aug 10, 2018 9:07:44 AM EDT)

Answer

- 1. For FY2017, the City has submitted \$60,329 to collection and for FY2018 YTD August, the City has submitted approx. \$115K to collection.
- 2. Please clarify what you mean by referrals, as we are not clear on what is being asked.
- 3. For FY2018 YTD August, the City has submitted approx. \$37K of Utility Debt to collection.
- 4. Yes, all open accounts will be transferred to the new selected vendor.
- 5. Customer name, address, amount due, invoice/account number, date of last service (utilities accounts), 2nd mailing address if applicable, and description of services provided (i.e. preschool fees, utilities, etc).
- 6. The customers comprise of Utilities customers, receivables customers, and any customers that owe the City fees that are past 90 days old.
- 7. Ability to view all the accounts submitted and possibly run reports.
- 8. No, the City does not have consent form.
- 9. No, currently the City does not add the fees to the principal. (Answered: Aug 15, 2018 8:14:30 AM EDT)
- Clarification to Item # 6 above - The current service provider is Penn Credit and the City started utilizing the current service provider in 2010. (Answered: Aug 20, 2018 9:12:01 AM EDT)

Add to Answer:

Question 2

What is the anticipated volume of accounts to be placed, in total, on a monthly basis? Please indicate a number of monthly accounts and a dollar value of those accounts. (Submitted: Aug 14, 2018 10:22:47 AM EDT)

Answer

- For FY2017, a total of 348 accounts were sent to collection, totaling \$60,329. For FY2018 YTD Aug, a total of 272 accounts were sent to collection, totaling \$115,157. On average, 23 accounts and approx. \$7630 were sent to collection per month in the past 23 months. (Answered: Aug 16, 2018 2:30:27 PM EDT)

Add to Answer:

[edit](#)



Question 3

1. What is the anticipated dollar amount of award?
2. What is the anticipated breakdown of referrals between residential and commercial?
3. How much of the anticipated dollar amount will be utility debt?
4. If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a onetime placement at contract start-up?
5. What demographic information will come with the accounts? Social Security numbers, address, telephone, etc...
6. Who are the incumbents, and how long have the incumbents been providing the requested services?

[edit](#)



Thank you, we look forward to your response. (Submitted: Aug 14, 2018 2:51:02 PM EDT)

Answer

- These questions were previously asked and answered, see question # 1 above. (Answered: Aug 20, 2018 12:53:48 PM EDT)

Add to Answer:

Question 4

[edit](#)



Why is this out for bid at this time?

Are vendors currently being used? If so, how many? If so, what collection fee is currently being charged by the current vendor, to the debtors?

Regarding the collection fee amount, is there a contract with the debtor allowing for the collection fee, or what City or state statute or code provides for the charging of this fee?

What is the current 6 month and/or 12 month liquidation/recovery rate of the current vendor?

Can you share the current agency scorecard showing liquidation/recovery rates?

What is the frequency of placements and volumes? (daily, weekly, monthly, one time placement, etc.)

What is the average account balance?

What is the average age of accounts to be placed to the collection agency?

What are the anticipated monthly placement volumes?

How long would the collection agency retain the accounts? Would we return them at some point, or just at the end of the contract?

Will there be an initial larger placement of existing accounts from the prior collection agency or backlog? If yes, what is the volume?

For any meetings, can these be via conference call/gotomeeting or is physical presence required?

Will companies located in the Pembroke Pines or Florida area receive preference?

Can this work (collection calls) be performed offshore?

If no, can support staff (posting, file processing, etc.) be located offshore?

Is credit reporting expected/allowed? (Submitted: Aug 17, 2018 10:58:12 AM EDT)

Answer

- - 1 - The current contract term with Penn Credit is coming up for expiration.
 - 2 - There is only one vendor. Penn Credit charges 17%.
 - 3 - The City has a contract with the vendor that refers to the collection fees.
 - 4 - For FY2017, the collection rate was 26.33%.
 - 5 - See attached "Collection Data" included in Addendum # 1.

- 6 - Usually collection is placed once a month for Utilities accounts. See attached "Collection Data" included in Addendum # 1 for volumes.
- 7 - See attached "Collection Data" included in Addendum # 1.
- 8 - We normally placed accounts that are over 90 days old.
- 9 - See attached "Collection Data" included in Addendum # 1.
- 10 - As per our current contract, the collection agency will assist the City at the end of the contract to transition all open accounts to the new vendor.
- 11 - The initial placement will be the existing open accounts from the current vendor. The volume would depend on the existing open accounts from the current vendor at the time of transition.
- 12 - Conference call/Go to meeting will suffice.
- 13 - The City has a Local Vendor Preference and Veteran Owned Small Business Preference. Please review the RFP, including section 1.7(B).
- 14 - No.
- 15 - No.
- 16 - Currently, the City is not reporting anything to the credit bureau; however, this can be discussed further during implementation process.

(Answered: Aug 20, 2018 12:53:48 PM EDT)

Add to Answer:

Question 5

- 1 Page 2- At the bottom of this page, it states "all-inclusive percentage fee added to the balance owed to the City, Quantity- 1 Fee", can you provide clarification on what this means?
- 2 What case management software is being utilized by the City today?
- 3 Who are the current contractors?
- 4 What are the current contractor's collection rates?
- 5 What percentage/fee is the current contractor charging?
- 6 Is the City of Pembroke Pines pleased with the services that are being provided by the current contractor? Are there any improvements that the City would like to see with the current program?
- 7 How many vendors does the City expect to select as a result of this Solicitation?
- 8 On page 11, instructions for Tab 2- Letter of Interest/Executive Summary: Can the proposers reference Exhibits to the proposal, such as our past performance on the firm on similar projects? Listing our current contracts may take up significant space, since there is a 1 page limit.
- 9 On page 12, Tab 4-Personnel: May documents be included as Exhibits, such as Resumes?
- 10 Are the Attachments that are listed on pages 17-18 to be inputted directly into BidSync via the electronic process, or completed by hand and submitted as Attachments to our bid?
- 11 On page 16, section 1.7.1: This section states the Maximum Points Available for Project Cost criteria is 25 points; however, on page 15, section 1.7, the "Collection Fee" criteria is assigned 40 points. Please explain the difference.
- 12 Per guidance submitted to our agency in April 2018, it is our understanding that under a multi-state Attorney's General (AG) agreement, TU, EXP, and EFX agreed to the following: "The CRAs shall prohibit Collection Furnishers from reporting debt that did not arise from any contract or agreement to pay (including, but not limited to, certain fines, tickets, and other assessments)", does the City plan on honoring this AG Agreement for any non-consumer debt?

(Submitted: Aug 20, 2018 4:03:17 PM EDT)

[edit](#) 

Answer

- 1)The proposer shall provide one all-inclusive fee which shall include all costs and fees to provide the service for the City. Responses shall clearly detail their offer as a PERCENTAGE FEE. Rates included in the fee schedule made part of this bid shall be firm, not subject to change. The Successful Proposer(s) fee shall be added by the Successful Proposer(s) to the amount of the debt owed to the City. The City will not be responsible for any fees.
- 2)The City does not have a case management software. The various departments which have outstanding debts report the information to the Finance Department, which in turn reports it to the collection agency.
- 3)Penn Credit is our current collection agency.
- 4)Please see collection data included in Addendum #1.
- 5)17%
- 6)Yes, the City is pleased with the current contractor. An online reporting tool will be a great improvement.
- 7)One.
- 8)Yes, however, it must be clearly referenced in the section.
- 9)Yes, however, it must be clearly referenced in the section.
- 10)Attachment B must be downloaded, completed, and then uploaded with your submission. Attachments A, C-J, and M are webforms that can be filled out directly on BidSync.
- 11)Section 1.7.1 is an example of how the points will be calculated. The Collection Fee Criteria is worth a maximum of 40 points.
- 12)Yes. (Answered: Aug 30, 2018 9:28:36 AM EDT)
- 12) Amended answer: Yes, subject to review by our City Attorney. (Answered: Aug 30, 2018 9:41:53 AM EDT)

Add to Answer:

Submit

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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Penn Credit Corporation

Bid Contact **Rhett Donagher**
marketing@penncredit.com
Ph 717-238-7124
Fax 717-238-1370

Address **2800 Commerce Drive**
Harrisburg, PA 17110

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
FN-18-01--01-01	All-inclusive percentage fee added to the balance owed to the City	Supplier Product Code: Supplier Notes: Please see attached for Penn Credit's collection services proposal, including all forms and required signatures. Penn Credit's pricing proposal has been submitted directly on the website. Thank you	First Offer - 16.00%	1 / fee	16.00%	Y Y
					Supplier Total	\$0.00

Penn Credit Corporation**Item: All-inclusive percentage fee added to the balance owed to the City****Attachments**

RFP FN-18-01 Response - Penn Credit.pdf

PennCredit

2800 Commerce Drive, Harrisburg, PA 17110

www.penncredit.com

800.800.3328

**RFP # FN-18-01 “Debt Collection Services”
Response Submission**

9/4/2018

Penn Credit Corporation

Project Contact: Rhett Donagher, Manager of Sales & Marketing

Phone: 800-800-3328 x3003

Email: rhett.donagher@penncredit.com

Respectfully submitted to:

The City of Pembroke Pines, FL

TAB 1 - TABLE OF CONTENTS

Penn Credit Proposal Table of Contents

Tab 1 - Table of Contents.....	2
Tab 2 - Letter of Interest/Executive Summary.....	3
Tab 3 - Firm's Background & Experience.....	5
Tab 4 - Personnel.....	14
Tab 5 - Collection Method/Approach.....	26
Tab 6 - Reporting.....	45
Tab 7 - Collection Success Rate.....	53
Tab 8 - Collection Fee.....	55
Tab 9 - Other Completed Documents.....	59
Tab 10 - Business Tax Receipts, Licenses and Professional Registration Certificates.....	85
Tab 11 - Additional Information.....	87

CONFIDENTIALITY NOTICE

Section 815.045 of the Florida Statutes excludes "trade secret information" from disclosure under public records law.

As such, Penn Credit has marked certain sections of this proposal as confidential and requests that they be withheld from public disclosure.

TAB 2 - LETTER OF INTEREST/EXECUTIVE SUMMARY

Please see the following page.

2800 Commerce Drive • Harrisburg, PA 17110

August 31, 2018

The City of Pembroke Pines, Florida
8300 South Palm Drive, Pembroke Pines, FL 3305

To whom it may concern:

Penn Credit appreciates the opportunity to continue to demonstrate our experience and credentials to the City of Pembroke Pines, FL. We have provided nationwide government collection services since our inception in 1987, and we have maintained a government collection presence in South Florida since 1995.

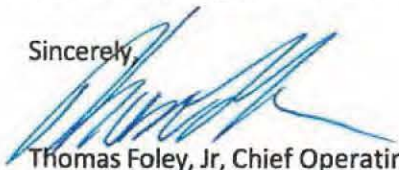
With 30+ years of government collections under our belt, Penn Credit and its project team have developed extensive experience serving hundreds of government entities, and it's this niche experience that puts us ahead of the curve. Our understanding of the challenges surrounding the collection of municipal debts like those described in the Scope of Services will enable us to maximize recoveries while providing a superior level of customer service. Further, Penn Credit is the leading provider of collection services to public agencies in Florida with over 80 municipal, county, and court clients. In addition to serving the City of Pembroke Pines since 2011, our clients include the Cities of Miami, Plantation, Miramar, Ft. Lauderdale, Hollywood, Pompano Beach, Orlando, Tallahassee, Jacksonville, and Tampa; as well as the Broward County Clerk of Courts Office.

Supplementing our extensive government collections experience, Penn Credit will also provide the following benefits to the City of Pembroke Pines:

- **Commitment to Respecting the Constituent:** Accreditation with the Better Business Bureau and utilization of the latest contact center voice analytics technology, *CallMiner*.
- **Dedicated Florida-Based Liaison:** Philip Mennell possesses extensive Florida government collections experience and will continue providing local client relations support to the City.
- **FUSION Collection Platform:** FUSION and its web-based Remote Client Access Portal were created by Penn Credit's programming staff and will exceed the City's needs and requirements.
- **Financially Sound:** Consistent organic growth, named to Inc. 5000 list of the fastest growing private companies in America for the second consecutive year. The City can be confident that our firm has the resources and capital to execute this contract.
- **Active Industry Participation:** Member of the collection trade association ACA International, including ACA's invite-only Committee of 100 and a founding member of the Institute for Collection Leadership (ICL); granted the 2018 ACA All-In Award for our initiative in collections.

I thank you for the opportunity to respond to this RFP and look forward to your response. Please feel free to contact Rhett Donagher, Manager of Sales & Marketing, at 561-371-2937 or rhett.donagher@penncredit.com for any questions or clarification to our response.

Sincerely,



Thomas Foley, Jr, Chief Operating Officer

Phone (800) 900-1380 • Fax (717) 231-4849 • www.penncredit.com

TAB 3 - FIRM'S BACKGROUND & EXPERIENCE

1) Provide a brief history of the Proposer's background and experience providing services, any other information called for by this Solicitation which the Proposer deems relevant. Describe the Proposer's approach to organization/management and the responsibilities of Proposer's management and personnel that will perform work on the Contract.

CORPORATE SUMMARY

Penn Credit is a privately held national collection agency founded in 1987. We utilize the latest collection strategies, operating in strict compliance with all local, state, and federal laws to deliver superior collection results for our clients while maintaining positive relations with customers and constituents. Penn Credit is also licensed to—and does—conduct business in all 50 states, the District of Columbia, and Puerto Rico. **Penn Credit has been faithfully collecting debts for government entities for over three decades.**

Our successful relationships have been built over the years by remaining focused on the needs of our clients. Through active participation with industry organizations, Penn Credit remains at the forefront of providing the latest collection products, technologies, and client support tools. Penn Credit maintains membership in ACA International, is PCI-DSS Level 1 certified, is SSAE18 SOC1 Type II audited, SOC 2 audited, and is accredited by the Better Business Bureau.

Why Penn Credit?

- ▶ 100% Veteran Owned
- ▶ 30+ years of collections experience
- ▶ Current vendor for the City
- ▶ Member of ACA International
- ▶ Proprietary FUSION collection system
- ▶ Web-based client access portal
- ▶ Robust compliance program



We have taken a forward thinking, proactive approach to compliance with Telephone Consumer Protection Act (TCPA) regulations and Consumer Financial Protection Bureau (CFPB) policies by making the investment in our CallMiner platform, our newest call analytics technology, as well as a robust compliance program which we have strengthened significantly through our recent transition to a brand new compliance software package, Compliance 360. We utilize the latest collection and data security technology available to the industry and our staff members are certified by ACA International.

WHAT SETS PENN CREDIT APART FROM OUR COMPETITORS?

- 30+ years experience collecting government debts
- Professional collection staff trained in government debt collections
- Experience interfacing with a variety of government entities
- Long-term relationships with our continued clients
- Proprietary FUSION collection software developed and maintained in-house
- Hands-on leadership participating in regular strategy reviews

- Established corporate structure ensures effective communications between Penn Credit and the client
- Convenient web-based Remote Client Portal
- Regular meetings to evaluate trends, collection results, and program improvement based on joint review efforts and solutions
- Strict compliance with local, state, and federal collection laws
- Smooth transition of accounts via proven implementation processes
- Contact center voice analytics through CallMiner

GROWTH AND SUCCESS

Penn Credit was recognized as a returning honoree in the 2017 Inc. 5000 list, a feature of the fastest-growing private companies in the United States. The Inc. 5000 list is ranked according to revenue growth over a three-year period. At Penn Credit, we see this as a testament not only to our financial stability and success in collections, but also our cohesive relations with clients and constituents alike.

Please visit our Inc. 5000 profile for extended information:
www.inc.com/profile/penn-credit

ACTIVE INDUSTRY PARTICIPATION

Penn Credit is an active member with **ACA International** (American Collectors Association) and our CEO/Owner, Donald C. Donagher Jr., is a member of ACA's invite-only Committee of 100. Further, Penn Credit is a founding member of the Institute for Collection Leadership (ICL). This is an advocacy and think-tank organization for large collection agencies. Their activities and programs complement and support those of ACA International.

Additionally, Penn Credit is pleased to have been granted the ACA International **"All In Award"** at the company level for 2018. This distinguished award was created to recognize individual, company, and ACA state or regional units deemed to have made the most significant contribution in advocating for the credit and collection industry. As a highly active member with ACA International, Penn Credit has always supported efforts at the state and federal level to further the interests of ACA members and their clients. This award further highlights Penn Credit's initiative within the industry while we continue to grow our company as a leader in collections.



HIGHEST ETHICAL AND COMPLIANCE STANDARDS

Penn Credit is proud of its hard-earned reputation in the collection services industry as a leading firm with the highest ethical standards and dedication to collection law compliance. As a national organization, we employ a full-time compliance department to ensure that all collection programs, strategies, services and use of technology are conducted within the limits set forth by Federal, State, and Local laws and the business rules of our clients.

CLIENT SUCCESS PROGRAM

Penn Credit has experienced great success by adapting a proactive mindset to our client relations approach. Our Client Success Team includes an assigned Local Liaison, Client Success Manager and Client Success Representatives. These individuals assist our clients with requests and inquiries while availing clients with access to regular dialogues regarding the quality of service they receive from Penn Credit.



EXPERT COLLECTIONS STAFF AND TRAINING

At Penn Credit, customer service is a top priority. All collections staff members are strategically selected based on qualifications and aptitude, and are then trained to uphold our high standards by engaging in ongoing compliance and collections training. All agents will work in compliance with Federal, State, and local level regulations, as well as all client specifications. With Penn Credit, constituents are regarded with the highest respect by qualified collection experts while our streamlined procedures maximize collections.

CUTTING-EDGE QUALITY ASSURANCE AND COLLECTION TECHNIQUES

As a leader in the collection industry, it is always Penn Credit's top priority to provide customized solutions that not only maximize recovery, but also strictly adhere to regulation and client policy. Penn Credit values your constituents and the relationship they have with the City, and we can assure you that our highly trained collection representatives are thoroughly prepared to **protect the image of Pembroke Pines** while seeking owed sums. Collection representatives undergo extensive initial and ongoing training to ensure optimal compliance and customer relations efforts.

Beyond this, all collection representatives are constantly monitored through **proactive monitoring platforms, including Quality Rocket and CallMiner**. With these programs, all constituent interactions are automatically recorded, transcribed, and monitored for non-compliant verbiage or escalating situations. Should a call raise a "red flag," management is instantly alerted for intervention. Combining this cutting-edge technology with a positive and dedicated staff, we are confident in our abilities to provide beneficial contact results.

With Penn Credit, you will receive solutions that use the latest and most effective technology. In addition to our comprehensive compliance package, Penn Credit also provides state-of-the-art contact methods, such as our **TCPA-compliant voicemail message drops**. Contacting constituent cellular devices using automated dialing equipment is a violation of federal law

(TCPA) unless prior approval is obtained from the constituent. Considering most entities do not have prior approval, Penn Credit uses this technology to leave a ring-less recorded message on the constituent's cell phone. It can also be used to supplement our other calling campaigns, particularly when no landline is available. This process puts us ahead of the curve, quickly and easily contacting constituents who might otherwise be unreachable without a landline.

PROJECT APPROACH WITH THE CITY

To truly be in partnership with the City, Penn Credit recognizes our duty to provide the City with an unsurpassed degree of responsiveness and transparency regarding our efforts and processes. Therefore, at all times, we are committed to providing:

- Regular consultations with the Project Manager and team members assigned to the City's account, reviewing/summarizing the results we are achieving, and answering any questions the City might have
- Dedicated internal Client Relations Staff who are fully trained on all City policies and is easily accessible by email or phone
- A user-friendly, web-based remote access portal that allows the City to readily access accounts on our collection system
- Meaningful, accessible and easy-to-read performance reports

PROJECT MANAGEMENT METHODOLOGY

Penn Credit will service the City's accounts by utilizing the latest collection strategies, within the limits set forth by local, state, and federal laws, as well as the business rules of our clients, to deliver results that improve our clients' bottom line through accelerated cash flow and maintaining positive relations with the constituent. **Our ultimate success is attributed to the use of technology to improve the collection process and a strong commitment to service and client relations.** Our proposed collection plan for the City includes the use of our proprietary "waterfall" skip tracing technology, the use of strategic contact methods via literature and our highly-trained collection staff, as well as the respectful negotiation of convenient payment options for every constituent.

Penn Credit's top-notch collection staff, qualified and experienced managers, and outstanding IT department all work in concert to **ensure the City's satisfaction as a client through superior service and responsiveness.** We are prepared to work with the City throughout the contract term in an effort to enhance the quality of results and service it receives.

CONFIDENTIAL



CONFIDENTIAL



CONFIDENTIAL



CONFIDENTIAL



CONFIDENTIAL

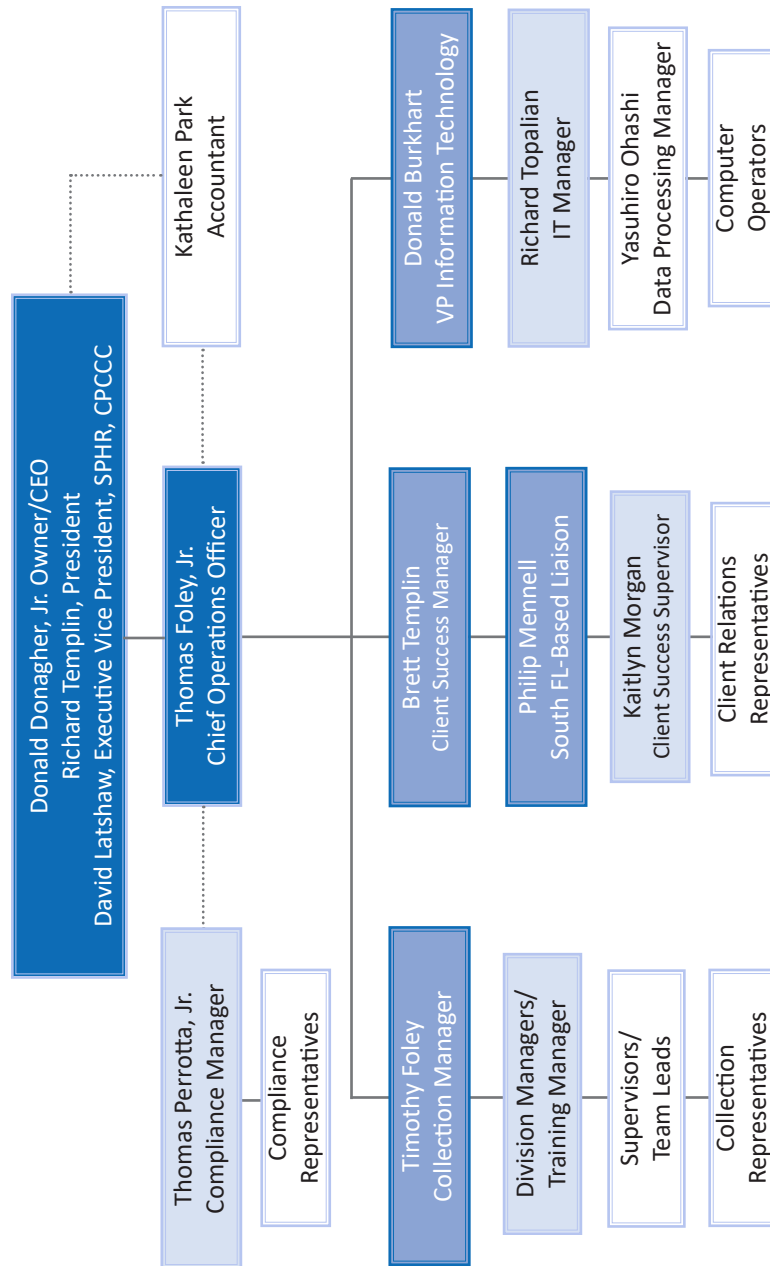


TAB 4 - PERSONNEL

1) Provide an organizational chart showing all key personnel, including their titles, whom will perform any work on the Contract. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants.

Please see the following page.

PennCredit Organizational Chart



Contact

800.800.3328
www.PennCredit.com

Location

2800 Commerce Drive, Harrisburg, PA 17110

2) Describe the experience, qualifications, and other vital information, including relevant experience on similar contracts, of all key individuals and subcontractors or subconsultants who will perform work on the Contract. This information shall include functions to be performed by the key individuals and the subcontractors or subconsultants.

PROJECT TEAM

Listed below are the key staff members who will continue to oversee this project. The City will find our staff responsive and our processes to be streamlined and highly efficient, minimizing the amount of time and oversight required by your personnel. Each member is fully equipped and committed to working with the City.

Tom Foley, Chief Operating Officer

Mr. Foley has had a truly unique experience in his more than 30 years in the collection industry. He began his career with Penn Credit as an intern and successfully assumed a number of increasingly responsible positions that prepared him well for his present role as Chief Operations Officer. Over the course of his career, Mr. Foley has gained extensive background and experience in managing a wide-variety of debt portfolios.

Mr. Foley is responsible for planning, prioritizing, organizing, coordinating, directing, and facilitating the day-to-day operational activities of Penn Credit's line operating departments and the actual attainment of all established business goals.

Responsibilities

- Authorized to bind agency contractually and make executive decisions related to contractual obligations
 - Manages all skip tracing resources, call automation, call analytics and collection support vendors
 - Analyzes and implements any unique requirements needed to ensure the success of the project and contractual compliance
 - Responsible for any emergency/DR operations
-

Brett Templin, Client Relations Manager (Project Manager)

Mr. Templin has been a member of the Penn Credit family since 1994. While still in high school, he served as a summer intern and over the past 24 years he has worked in a number of other positions in various company departments. He received his B.A. in Business Management from the University of West Chester, in West Chester, Pennsylvania.

In his role as Client Relations Manager, Brett is responsible for providing the highest level of service and responsiveness to each and every one of Penn Credit's clients. Such activity may range from a simple request a client may have to researching and resolving infinitely more complex technical matters. His specific responsibility is to monitor and manage any client concerns with the utmost urgency. In so doing he must ensure a careful, logical and methodical progression analysis that benefits both our clients and Penn Credit.

Responsibilities

- Ensure that client service requests and needs are being met and correspond regularly with our South Florida representative, Philip Mennell
- Participates in meetings and conference calls with the City related to service and collection performance

Philip Mennell, Account Executive (South FL-Based Liaison)

Penn Credit's South Florida-based representative, Phil Mennell, will be available to meet with the City in-person during the start-up phase to review existing data transfer processes and account settings between Penn Credit and the City. Phil Mennell will continue to be the local representative to the City through the life of the contract.

Mr. Mennell possesses 10+ years of Florida government/municipal collection experience and demonstrates active involvement/membership in numerous Florida organizations. This includes the Florida Association of Court Clerks and Comptrollers (FCCC) and the Florida Parking Association (FPA). Further, he regularly attends various national government conferences.

Responsibilities

- Participates in process of implementation including conference calls and meetings
- Meets regularly with City staff both in-person and via conference call
- Provides training regarding Penn Credit's Remote Client Access Portal

Donald Burkhart, Vice-President of Information Technology

Mr. Burkhart has been associated with the collections industry for more than 25 years. He began his career with Penn Credit as a Computer Programmer where his primary focus was on the development of customized collections software. The dimensions of his position and corresponding responsibilities increasingly grew as technology advanced and the demands of the collections industry grew.

Don currently holds the position of Vice President of Information Technology. In this capacity his responsibilities include managing the IT Department, advanced programming, network administration, web design, operational analysis, special projects, technical assistance to sales and client relations, and advisor to executive management on systems and technology integration and advancement.

Responsibilities

- Ensures that communication and transfer of information between the City and Penn Credit remains accurate and timely
- Maintains Penn Credit's client access portal and web payment portal
- Performs modifications to existing Penn Credit technology promoting advancement of software and hardware capability
- Develops customized software and reporting as needed to ensure contract success

Timothy Foley, Collection Manager

Mr. Foley began his career with Penn Credit in the summer of 1992 as a summer intern. He later became a full-time loop collector, and was promoted to his first collections supervisory position in 1995. In 1998, Mr. Foley was promoted to Assistant Collections Manager. In 2001, he became a licensed Collections Manager for the States of Michigan and Tennessee and shortly thereafter was again promoted to his present position of Collections Manager.

An ACA-certified collector, Tim has been certified through ACA International's Trainer Specialist Program (TSP), enabling him to train Penn Credit's collection management and representatives in professional collection techniques as specified by ACA International. Receiving this certification is part of Penn Credit's goal to have each member of the collection staff receive the ACA's Professional Collection Specialist (PCS) designation.

Responsibilities

- Oversees collection staff and ensures best practices by managing the review of phone calls both live and recorded
- Provides staff handling City accounts with the resources and training to succeed
- Participates in meetings and conference calls with the City related to collection performance

Thomas Perrotta, Corporate Compliance Manager

After receiving a B.S. at California University of Pennsylvania, Mr. Perrotta started his career with Penn Credit in 2008, amounting to nearly 10 years of collections experience. Throughout this time, he has successfully served as a Collection Supervisor, an Office Manager at Penn Credit's State College (PA) location, and the Collection Division Manager at Penn Credit's Headquarters in Harrisburg (PA), until finally transitioning to the Corporate Compliance Manager position he holds today.

Mr. Perrotta has been certified by ACA International as a Credit and Collection Compliance Professional (CCCP), a Trainer Specialist, and a Collector.

Responsibilities

- Oversees Corporate Compliance Program
- Reviews and evaluates compliance matters and conducts regular on-site audits at Penn Credit facilities
- Monitors and reports results of compliances efforts
- Maintains federal, state, and local collection law adherence
- Performs contract review and regulatory compliance

PROJECT TEAM EXPERIENCE

Please see Tab 3, #7 for a detailed listing of the proposed project team's experience supporting similar contracts.

3) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any subcontractors or subconsultants.

Please see the following pages.

4) List names and addresses of all first tier subcontractors, sub-consultants, or suppliers, who will perform and/or provide for the Contract.

N/A

Thomas F. Foley, Jr.

Chief Operating Officer

RESPONSIBILITIES:

- Plans, prioritizes, organizes, coordinates, directs and facilitates the day-to-day operational activities of Penn Credit's line operating departments
- Attains all established business, collection, sales, client service and profitability goals
- Defines and determines opportunities for enhanced automation and efficiency
- Ensures Penn Credit's continued interpretation, understanding, and compliance with all federal and state regulations, statutes, and bankruptcy laws, the FDCPA and all other applicable laws governing collection agency activities

EDUCATION:

- Mechanicsburg Area High School, Mechanicsburg, PA

EXPERIENCE:

- | | |
|--|----------------|
| • Chief Operating Officer, Penn Credit Corporation | 2007 – Present |
| • Senior VP of Operations, Penn Credit Corporation | 2000 – 2007 |
| • Operations Manager, Penn Credit Corporation | 1990 – 2000 |
| • Collection Representative, Penn Credit Corporation | 1988 – 1990 |
| • Mail Room/Clerical Clerk, Penn Credit Corporation | 1987 – 1988 |

ACCOMPLISHMENTS:

- Founding member of the Information Access Technologies (IAT) Vendor Advisory Council on Dialer Technology Development. The goal of this group is to represent the more than 300 users nationwide of IAT's dialing solutions and also to find new ways to enhance existing products and create new ones.



Brett Templin

Client Relations Manager

RESPONSIBILITIES:

- Reviews all client setup documentation and performs QA checks during implementation
- Monitors Client Representatives to ensure all requests are being answered in a timely manner
- Strengthens communication between Penn Credit and the client to assure that the highest level of service is being provided
- Monitors the processing of bankruptcies and payments on a daily basis
- Coordinates with the client and Penn Credit personnel to resolve requests or issues as needed

EDUCATION:

- BA, West Chester University, West Chester, PA
- Mechanicsburg Area Senior High School, Mechanicsburg, PA

EXPERIENCE:

- | | |
|--|----------------|
| • Client Relations Manager, Penn Credit Corporation | 2007 – Present |
| • Procurement Supervisor, Penn Credit Corporation | 2004 – 2007 |
| • Client Service Representative, Penn Credit Corporation | 2001 – 2004 |
| • Clerical Clerk, Penn Credit Corporation | 1996 – 2001 |
| • Mailroom Clerk, Penn Credit Corporation | 1994 – 1996 |

ACCOMPLISHMENTS:

- Project lead for establishment of on-site personnel at two of Penn Credit's court clients
- Successfully implemented Penn Credit's "Client Success Program" in 2016, a restructured approach to client on-boarding and ongoing client relations support



Phil Mennell*Account Executive, Southern Florida-Based Liaison*

RESPONSIBILITIES:

- Participates in process of implementation including conference calls and meetings
- Meets regularly with client staff both in-person and via conference call

EDUCATION:

- Extensive sales and management training seminars through Penn Credit and Braman Motorcars
- Cardinal Newman High School

EXPERIENCE:

-
- Account Executive, Penn Credit Corporation 2008-Present
- Sales Representative, Braman Motorcars 2005-2008

ACCOMPLISHMENTS:

- Involvement/Membership in several Florida organizations, including FGFOA (Florida Government Finance Officers Association), FPA (Florida Parking Association), and Florida Association of Court Clerks and Comptrollers (FCCC)
- AAHAM (American Association of Healthcare Administrative management), Member of Florida Sunshine Chapter, Georgia Chapter, and National Chapter
- Serve on the Board of Directors for the Florida Sunshine AAHAM Chapter managing Corporate Sponsorships; increased corporate sponsorship 20% each year since taking over the position in 2013.
- Member of HFMA (Healthcare Financial Management Association), Florida Chapter, Georgia Chapter and National Chapter; involved in two committees, Education and Corporate Sponsorship for the Florida Chapter of HFMA
- Chair for Education in South Florida for HFMA

PennCredit*Service • Integrity • Results*

Donald E. Burkhardt
Vice-President of Information Technology

RESPONSIBILITIES:

- Manages and directs the Information Technology Department's response to any advanced or other identified programming needs or requirements
- Works with client Information Technology representatives to coordinate data transmission
- Provides technical assistance and direction to the Client Relations Department in response to any operational requests
- Responsible for all third-party audits and certifications including: PCI-DSS Compliance; SSAE 18 SOC 1 Type II; SOC 2; HIPAA Compliance; and Federal Information Security Management Act (FISMA)

EDUCATION:

- Associates in Arts, Central Pennsylvania Business School, Harrisburg, PA
- Microsoft Certified Systems Engineer
- Microsoft Certified Professional

EXPERIENCE:

- | | |
|---|----------------|
| • VP of Information Technology, Penn Credit Corporation | 2009 - Present |
| • Senior Systems Engineer, Penn Credit Corporation | 1998 - 2009 |
| • Systems Analyst, Penn Credit Corporation | 1995 - 1998 |
| • Computer Programmer, Penn Credit Corporation | 1991 - 1995 |
| • Programmer, US Computer Corporation | 1989 - 1990 |

ACCOMPLISHMENTS:

- More than 25 years of collection industry experience
- Responsible for creating/maintaining the Internet portal for consumers to resolve their accounts
- Developed and continues to revise our remote access portal for Penn Credit's clients and further enhanced electronic reporting capabilities
- Expanded Penn Credit's corporate boundaries via new branch offices by being able to connect these remote users to our internal network infrastructure



Tim Foley

Collections Manager

RESPONSIBILITIES:

- Hires and provides training to new employees; enforces all policies and procedures
- Responsible for all assistant collections managers, and collection supervisors
- Responsible for establishing collection goals and projections; observes all day-to-day collection activities
- Manages all reporting and forecasting for individual collections and clients; performs client and collection audits

EDUCATION:

- Harrisburg Area Community College
- Mechanicsburg Area Senior High School, Mechanicsburg, PA

EXPERIENCE:

- | | |
|---|--------------|
| • Collection Manager, Penn Credit Corporation | 1999-Present |
| • Assistant Collection Manager, Penn Credit Corporation | 1998-1999 |
| • Collection Supervisor, Penn Credit Corporation | 1996-1998 |
| • Collection Agent, Penn Credit Corporation | 1992-1996 |

ACCOMPLISHMENTS:

- Licensed collection manager in the State of Michigan
- Licensed collection manager in the State of Tennessee
- ACA Professional Collection Specialist
- Certified through ACA International's Trainer Specialist Program (TSP); certified to train collection management and representatives in professional collection techniques as specified by ACA International



Thomas J. Perrotta

Corporate Compliance Manager

RESPONSIBILITIES:

- Oversees Corporate Compliance Program
- Reviews and evaluates compliance issues
- Receives and directs compliance issues to appropriate resources for resolution
- Monitors and reports results of compliance efforts
- Maintains federal, state, and local collection law adherence
- Performs contract review and regulatory compliance

EDUCATION:

- Bachelor of Science, California University of Pennsylvania, California, PA

EXPERIENCE:

- | | |
|---|----------------|
| • Compliance Manager, Penn Credit Corporation | 2016 - Present |
| • Collection Division Manager, Penn Credit Corporation | 2013 - 2016 |
| • State College Office Manager, Penn Credit Corporation | 2010 - 2013 |
| • Collection Supervisor, Penn Credit Corporation | 2008 - 2010 |

ACCOMPLISHMENTS:

- ACA International Certified Credit and Collection Compliance Professional (CCCP)
- ACA International Certified Trainer Specialist
- ACA International Certified Collector
- Developed additional contract review and approval procedures



TAB 5 - COLLECTION METHOD/APPROACH

1) Describe methods employed and processes used to collect on debts as described in this Solicitation, including the timeframe for letters, phone calls etc.

PENN CREDIT'S CUSTOMIZED WORK FLOW

Penn Credit's collection work flow is defined by the evolving accounts receivable needs of our clients and refined by **Penn Credit's years of expertise in the field of government and municipal debt recovery**. This synchronization of committed client service and industry know-how has resulted in an unparalleled collection program.

From account placement and verification, through the processes of skip tracing and constituent contact, to payment and remittance, Penn Credit's procedures have been tested, stream-lined, and enhanced for the greatest results. Upon award of contract, Penn Credit will review all existing policies, collection strategies, and data exchange requirements with the City. Once approved, Penn Credit can immediately begin collection services.

PROACTIVE ASSIGNMENT OF ACCOUNTS

In order to promote the greatest degree of efficiency among collectors, Penn Credit's collection system utilizes account routing parameters based on account classification and balance range. Management actively monitors the call lists for our automated dialing collectors and the work queues for our assigned account loop collectors on a regular basis, ensuring that the volume of accounts is not larger than appropriate. Collectors and supervisors work as a team, assisting one another with incoming calls and resolving disputes when required. This flexible and cooperative environment ensures that production levels are being met and constituent service levels are being exceeded.

MAXIMIZED CONTACT CAPACITY

Together, our automated dialing systems can generate 1,000 calls per minute and more than 700,000 attempts per day. All "busy signal" calls are redialed every fifteen minutes, and "no answer" calls are redialed every two hours up to the time allowed by the federal and state regulations. Repeat calls are made every three (3) days after contact with no account conclusion. Management also staggers call times throughout the day and rotates dialing platforms to optimize high constituent contact.

PENN CREDIT'S FOUR PRIMARY CALLING STRATEGIES

Penn Credit has four primary calling strategies at our disposal: a proprietary automated calling/payment system, a predictive dialing platform, a Confirmed Party Contact system, and our loop collection protocol.

01

PREDICTIVE DIALING PLATFORM INCREASES PRODUCTIVITY

This predictive dialing platform anticipates the availability of the collector's next call and adjusts dialing volumes accordingly so that the answering party is immediately transferred to an available collector. This method ensures the party is unaware that he/she has been on an automated call and is more willing to begin discussions with the collector. This system allows one (1) collector to contact up to 35 constituents an hour, effectively and efficiently increasing Penn Credit's "collector to constituent" ratio.

02

DAVIS (DIGITIZED AUTOMATED VOICE INTELLIGENCE SYSTEM)

This system utilizes Interactive Voice Response (IVR) technology and makes calls from 9 a.m. to 9 p.m. in the time zone where the constituent resides. Upon contact, constituents are provided with their account information and available payment options. While using the DAVIS system, the constituent has the ability to speak to a live collector at any time by following the instructions built into the system. Additionally, DAVIS is capable of providing constituent interaction in both Spanish and English to aid bilingual collection needs.

03

CONFIRMED PARTY CONTACT VERIFIES CONSTITUENT IDENTITY

Our Confirmed Party Contact system builds upon the aforementioned technologies (primarily, the DAVIS system) by prompting a qualification question, which allows us to verify that the individual who answers the call is the constituent. The call is then immediately transferred to an available collector, allowing our collection team to communicate directly with the Confirmed Party.

See the following page.

04

LOOP COLLECTION PROTOCOL INCREASES LIKELIHOOD OF REPAYMENT

This collection practice assigns ownership of accounts to individual collectors, making these collectors responsible for the collection of the account. The collector to whom the account is assigned performs the majority of collection activity on the account, including all skip tracing required. The collector has access to several online resources to acquire new contact data. This loop method creates a relationship between the collector and constituent, promoting a more cooperative series of exchanges and increasing the likelihood of repayment. To further the efficacy of the loop collection protocol, a direct toll free number is included on all letters sent to the constituent.

Loop collectors notate in the collection system what has been accomplished after working an account; they also have the ability to tag a specific priority based on the outcome. This process drives Penn Credit's organization of the work schedule, for example:

- *Payment Arrangement Established:* The account is tagged as a payment plan priority and is grouped with other payment plan accounts for monitoring through payment in full by the collector. Should a payment plan be broken, the collector is alerted by the collection system and immediate follow up will occur.
- *Follow Up Appointment:* The account is tagged as a priority for the collector to follow up at a specific date and time. The collector is alerted to any follow-up appointment by a system generated notification.
- *Difficult to Reach:* The account is tagged as a difficult to reach priority if the collector has determined that they are calling the best possible phone number available, though they have not obtained constituent contact. These accounts receive calls at varied times by the loop collector and automated dialing collectors.
- *Skip Tracing:* The account is tagged as a skip tracing priority when additional contact information is needed to reach the constituent. To maximize constituent contact, the collector performs the majority of skip tracing during non-peak hours.

While the loop method is highly successful, other calling strategies are used concurrently to work these accounts, complementing the loop collection system.

ADDITIONAL CONTACT METHODS

Penn Credit utilizes TCPA-compliant Voicemail Message Drops to deliver a message into a constituent's cellular voicemail. We also utilize a vendor to score and assist with verifying cell phone ownership, ensuring we have the correct person. This additional outbound contact strategy efficiently drives callbacks to Penn Credit.

TELEPHONE CONTACT IS ESSENTIAL

Penn Credit's contact with constituents via telephone is essential to Penn Credit's successful recovery process. Our calling platforms combine the speed and efficiency of automated calling with **compliance for all local, state and federal law**. While incoming calls are instantly transferred to available collectors, the calling system also guarantees that all outbound calls are within guidelines established by federal and state law, ensuring that no phone calls are made before or after approved hours.

Penn Credit's telephone systems also have numerous quality assurance mechanisms:

- Management has the ability to monitor collection calls by listening to, participating in, and even taking over of the call when necessary
- A call/screen shot recording system captures every phone call and collector computer screen for archival and quality control purposes
- Multilingual capabilities, the DAVIS system allows the user to interact in English and Spanish; further, collectors can easily transfer a call to a collector who speaks the appropriate language.

While the main purpose of constituent contact is to collect a debt, Penn Credit also takes each constituent contact as an opportunity to maintain the relationship the constituent has with the City. Penn Credit's collectors are trained not only to obtain payment-in-full in every possible scenario, but also to prevent disputes, escalations, and complaints. It is in the best interest of all parties that each attempt at recovery is polite, professional, and proactive—imbuing a potentially unpleasant situation with a more productive agenda and empathetic tone.



A Penn Credit contact center

EXTENSIVE CONTACT CENTER HOURS

Penn Credit collection offices are operational for a total of 77 hours each week.

Staffed Collection Hours		
Day	Start	Collectors End
Monday	8:00 A.M. EST	11:00 P.M. EST
Tuesday	8:00 A.M. EST	9:00 P.M. EST
Wednesday	8:00 A.M. EST	9:00 P.M. EST
Thursday	8:00 A.M. EST	11:00 P.M. EST
Friday	8:00 A.M. EST	9:00 P.M. EST
Saturday	8:00 A.M. EST	4:00 P.M. EST

PAYMENT CONSIDERATIONS

Payment in full is requested by Penn Credit collectors on each and every contact on all accounts. Should the constituent not be able to make a full payment, our representative will begin qualifying the constituent through several financial questions to determine sources and levels of income, payday frequency, and other debts/obligations. The collector will use this information to determine a fair and reasonable payment plan (in the absence of contractual obligations) for the constituent and that will ensure the City recovers the debt.

Our collectors generally follow a standard guide when setting up payment agreements and typically aim for a 30% down payment. This guide is adjustable to meet the City's needs and guidelines, as necessary.

Payment Scheduling			
Debt Amount	Schedule	Debt Amount	Schedule
\$35 or Less	Payment in Full	\$501-\$900	5 Payments
\$36-\$75	2 Payments	\$901-\$1,350	6 Payments
\$76-\$150	3 Payments	\$1,351 and Greater	7 Payments
\$151-\$500	4 Payments		

Collectors make sure that constituents understand that they must stick to the agreed-upon payment plan or the entire amount is due. Penn Credit's internally developed collection system automatically identifies accounts for which a payment has not been submitted within 24 hours after the payment due date. The system notifies the appropriate collector who then immediately follows up by contacting the constituent.

All plans and postdated check or credit card agreements generate automated letters prior to each due date so the constituent does not forget.

CONVENIENT AND SECURE PAYMENT OPTIONS

Penn Credit places great emphasis on the importance of recovering the City's portfolio. All payments will be transacted in a secure manner and as a PCI-DSS Level 1 certified company, Penn Credit will ensure that all cardholder data we process is safe and secure at all times. Penn Credit provides the following payment options:

- **Credit Card By Phone:** We can accept MasterCard, Discover and Visa credit cards with the ability to specify a specific date for the transaction (or re-occurring if payment plan).
- **Check By Phone:** Penn Credit can specify a specific date for the transaction (or re-occurring if payment plan).
- **Cash Payments - PayNearMe, Western Union & MoneyGram:** Constituents pay their account at numerous convenience store or retail locations allowing us to post payment the same day.
- **Mail Payments:** Constituents may pay via check, money-order or credit card using the included return envelope.
- **Internet:** Constituents may access our on-line payment system 24 hours a day/seven days a week, and may make check or credit card payments on their accounts at www.penncredit.com. Penn Credit's web payment portal system allows a constituent to pay an account in full, accept a settlement offer (with City approval), or set up a payment arrangement. All customer activity is tracked for added security. Further, the website is Smartphone compatible.

Please see the following page for screenshots of our updated payment portal.




[Account Summary](#)
[Pay Account](#)
[View Payment Schedule](#)
[Dispute Account](#)
[Contact Us](#)
[Terms & Conditions](#)
[Q&A](#)
[Sign Out](#)

Payment Option Selected
 • Payment Arrangement

Please contact our office if you are unable to meet the offers listed.

Select a start date, an offer and a payment method

Payment Date
 Apr 5, 2018

Offers
 — select an offer —

Method
☐ Credit Card ☐ Check

Continue

Cancel

Selected Accounts

Amount to pay	Creditor	Account #	Service Date	Balance
\$100.00	ABC Client	1234	Apr 1, 2018	\$100.00

4 Bi-weekly Payments

Date	Amount
Apr 5, 2018	\$25.00
Apr 19, 2018	\$25.00
May 3, 2018	\$25.00
May 17, 2018	\$25.00

2 Monthly Payments

Date	Amount
Apr 5, 2018	\$50.00
May 7, 2018	\$50.00

1 Monthly Payment

Date	Amount
May	\$100.00


[Account Summary](#)
[Pay Account](#)
[View Payment Schedule](#)
[Dispute Account](#)
[Contact Us](#)
[Terms & Conditions](#)
[Q&A](#)
[Sign Out](#)

Payment Options Selected
 • Pay in full by credit card

Selected Accounts

Amount to pay	Creditor	Account #	Service Date	Balance
\$100.00	ABC Client	1234	Apr 1, 2018	\$100.00

Enter Payment Information

Payment Date
 Apr 5, 2018

Amount
 \$100.00

We accept   

Name (as it appears on your card)
 Enter the card holder name

Card number (no dashes or spaces)
 Valid Card Number

Expiration
 — Month — — Year —

Security Code (?)
 123

By checking the box below, you are providing Penn Credit and its financial institution with authorized consent to process your debit/credit card as agreed upon and within the parameters of the payment plan option chosen. By checking the box below, you also confirm that you are authorized to use the payment information provided and that you are authorized to perform this transaction as, or on behalf of the responsible party to the debt.

Click to confirm payment ☐

Submit Payment

Cancel

MEANINGFUL LETTER SERIES IMPACTS COLLECTIONS

Penn Credit's series of collection letters is designed in a specified sequence, to be delivered at particular times, and according to specific circumstances; thereby generating meaningful communication with the constituent. A simple validation letter begins our collection efforts, and we recognize that this initial interaction must be done effectively to prompt payment. All letters are informative, easily understood, and available in non-English languages as well. The delivery of these letters is designed to correlate with future contact attempts and improve recovery results. For instance, a collection contact followed by one of our meaningful, well-timed letters offers a better collection impact than a standalone collection notice.

Our letter series includes the initial validation notice and progressively more demanding follow-up letters. The initial demand letter has three main purposes:

- To advise the constituent that the account has been assigned to Penn Credit
- To provide notice of the constituent's rights established by the FDCPA and applicable state laws
- To prompt payment

Accounts with active payment plans will continue to receive monthly letters, and those with a post-dated check plan receive a regulated reminder notice prior to the process date.

Penn Credit will obtain the City's approval of all collection letters prior to their use and we will obtain the City's written approval before making any changes to collection letters sent out to constituents. We have the capability of sending double-sided letters in English and Spanish.

Sample collection letters have been provided under Tab 5, #2.

AUTOMATED SKIP TRACING

Successful skip tracing is an essential part of Penn Credit's collection strategy; therefore, we subscribe to a wide range of skip tracing products and national databases (Lexis/Nexis, CBC Innovis, and TransUnion). After the initial placement, accounts are "scrubbed" for address verification through National Change of Address (NCOA), phone append, and deceased/bankruptcy verification. Once the account information is confirmed, the collection process begins; however, if at any time the contact information is determined to be incomplete or incorrect, the account is placed in our automated "Waterfall" skip tracing process.

Each step in this waterfall process utilizes a new skip tracing product and is rotated weekly to maximize effectiveness. Going forward, the steps and information provided are progressively more intensive and detailed than the previous attempts. The account proceeds step-by-step until the appropriate information is obtained and successful contact is made with the constituent. Penn Credit's waterfall skip tracing program may be utilized at any point during the collection process, ensuring that Penn Credit maintains contact with constituents until the owed sum has been recovered.

Our skip tracing vendors and their products are reviewed for performance on a regular basis and we are continuously adding and evaluating new products and strategies. Some of our vendors include the following:



MANUAL LOOP COLLECTION SKIP TRACING

In addition to our automated methods, Penn Credit's loop collectors manually skip trace as necessary. Our assigned account loop collectors are provided with dual wide screen monitors and have access to several Internet-based skip tracing resources at their work stations, enabling them to perform individual skip tracing.

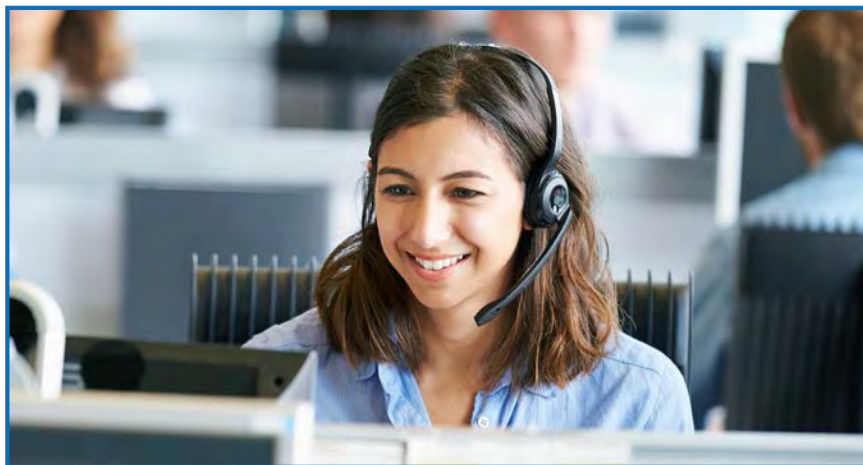
TLOxp® This is an online skip-tracing tool that collectors use in attempting to locate a skipped constituent. This tool provides credit bureau "header" information from TransUnion, social security verification, address verification, phone number verification, reverse look-up, same names, and same addresses if listed under a different name.

Penn Credit also has the following search functions at our disposal for manual loop collectors:

- Asset Verification
- State Corporation Information
- License Records
- Motor Vehicle Records
- Tax Assessment



A screen shot of TLOxp has been provided on the following page.



Main Page
People
Business Plus
Courts
Assets

Advanced
Expert Plus
Expanded Expert
Deceased
Phones
Emails
Licenses

Advanced Search People


[INFORMATION & COVERAGE](#)


[VIDEO E-TRAINING](#)

Last Name


First Name


Middle Name


Last Name Sounds Like ☐
Exact First ☐
[\[One Line Entry\]](#)

Address (or just street name, building name, community name)


Zip, Zip 9, City, County, or State


Phone (10 or 7 digit)


Date Range Seen at Address
 to


Radius (from location)
 Miles


Expand Search if Subject not Found
☒

Your Reference ID:

50
▼
Results Per Page

[Send us Suggestion](#)

[User Tips - PDF](#) (last update 04/30/2013)

DOB


Age Range
 -


SSN


12/27/1967 or 12/27 or 1967
Full, First 5 digits, or Last 4 digits

DL, Email, Domain, or IP


TLO Person ID:


Search Results Layout

☐ Classic
☒ Locate
☐ Basic


3 different views for the price of 1 search

FOR COLLECTIONS PURPOSES ONLY
version 2.17A - 09/08/2014

Search

Clear

Penn Credit will utilize the following approach to collect the City's receivables.

PENN CREDIT'S COLLECTION PROCESS



COLLECTION PROCEDURE:

ACCOUNT PLACEMENT AND SCRUBBING

- Accounts are electronically transferred into an automated process and “scrubbed” for the following:
 - Standardization of name and address for postal regulation requirements
 - Name and address are processed through National Change of Address (NCOA)
 - Phone Append
 - Cell Phone Scrub (initial and on-going daily)
 - Bankruptcy and deceased scrub
- Validation notices are automatically sent for accounts with good addresses

INITIAL CONTACT ATTEMPTS

- All accounts (regardless of balance) receive call attempts by our automated dialing platforms:
 - Predictive Dialing
 - Confirmed Party Contact
 - DAVIS (IVR)
 - Manual Dialing Strategies and voicemail “message drops” used to contact cell phones
- These platforms ensure calls are being made at the correct frequency to provide the necessary pressure to motivate payment while maintaining industry compliance standards
- Larger balance accounts are also assigned to and receive calls by a dedicated loop collector

FOLLOW-UP STEPS

- If a message is left, follow-up occurs in 3-4 days depending on state law
- Upon contact with the constituent, if payment in full or a satisfactory payment plan is not possible, follow-up calls are made every 3-4 days
- If contact is unsuccessful, attempts are made to reach the constituent at varying times throughout the day
- Accounts with invalid phone numbers/addresses are placed in our automated “Waterfall” skip tracing process utilizing multiple nationwide databases, which are rotated weekly
- Loop collectors perform additional skip tracing on their accounts through web-based resources to locate current constituent contact information

ACCOUNT PLACEMENT

NCOA UPDATE

PHONE APPEND
CELL PHONE SCRUB

DECEASED SCRUB

BANKRUPTCY SCRUB

AUTOMATED SKIP
TRACING PROCESS

CONTINUED ATTEMPTS

- Repeated attempts and additional resources are utilized to obtain payment in full or set up a City-approved payment schedule
 - Additional letters sent as needed, based on the collection process
 - Collectors may begin calling the constituent's place of employment if unable to make contact at the constituent's residence
 - Expanded skip tracing efforts - every week, accounts with invalid phone numbers are placed in our automated "Waterfall" skip tracing process, utilizing multiple nationwide databases weekly
 - Automated dialing platforms and loop collectors continue calls every 3-4 days
- Reminder letters are sent monthly for accounts with established mail-in payment arrangements and for post-dated check/credit card notifications

PAYMENT ARRANGEMENTS NOT MADE

WRONG NUMBER/ADDRESS

Skip tracing Waterfall immediately and/or manual lookup

ADDITIONAL COLLECTION NOTICES

PHONE CONTACT CAMPAIGN CONTINUES

ACCOUNT CLOSED AND RETURNED BASED ON CLIENT SPECIFICATIONS

ONGOING EFFORTS

- Accounts remain active on Penn Credit's system and receive phone attempts and additional letters as new contact information becomes available through our skip tracing processes
- Regular exchange of placement and update files occur between Penn Credit and the City according to City requirements
- All funds collected by Penn Credit are remitted as requested by the City
- **Regular in-person meetings occur between Penn Credit and the City to ensure open lines of communication and project success**

Waterfall Skip Tracing - A progression of the use of our skip tracing vendors and products, moving from step to step until the appropriate information is located.



2) Provide sample copies of letters and notifications sent to debtors as an Exhibit to the RFP.



Hours: Mon-Thur 8am-10pm EST
Fri 8am-8pm, Sat 8am-12pm EST
Phone: 800-900-1380

NOTICE OF COLLECTION

MM/DD/YYYY

CLIENT: [Client Name]
ID NUMBER: [Account Number]
TOTAL BALANCE DUE: [\$###.##]



Our client has referred your delinquent account(s) referenced below for collection. Our client is serious about collecting all monies owed them and I am sure your intentions are to honor your debt. Send payment using the enclosed envelope or you may go online to <http://account.penncredit.com> to make payment, or contact our office to pay over the phone. Contact our office if you are unable to pay the amount due.

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

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. The important rights included above apply to each account individually and you have the right to dispute any or all of the accounts included in this notice. In the event you choose to exercise your important rights included above, please indicate which account(s) you are disputing.

SERVICE RENDERED	SERVICE DATE	ACCOUNT NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[#####.###]	[\$###.##]



DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O. Box 1259, Department 91047
Oaks, PA 19456
CHANGE SERVICE REQUESTED



IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW			
☐ VISA	☐ MASTERCARD	☐ DISCOVER	☐ AMERICAN EXPRESS
CARD NUMBER		EXP. DATE	
SIGNATURE		AMOUNT	

Visit <http://account.penncredit.com> to pay your bill online.

91203 - 94

#BWNJHBY
#9042732612990084#

[Debtor Name]
[Address Line One]
[Address Line Two]



ID NUMBER: C0314108

Penn Credit Corporation
2800 Commerce Drive
Harrisburg, PA 17110



91203-CBPPA-94



Hours: Mon-Thur 8am-10pm EST
Fri 8am-8pm, Sat 8am-12pm EST

Phone: 800-900-1380

NOTICE OF COLLECTION

MM/DD/YYYY

CLIENT: [Client Name]
ID NUMBER: [Account Number]
TOTAL BALANCE DUE: [\$###.##]



Request for Payment

Failure to contact our office leads us to believe that you do not have intentions of resolving your just debt.

If you are unable to pay in full, settlements and/or payment arrangements may be available. We will do our best to work with you.

Please contact our office today, or go online to <http://account.penncredit.com> or send payment in full in the enclosed envelope.

This letter is from a debt collection agency. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

SERVICE RENDERED	SERVICE DATE	ACCOUNT NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[#####.###]	[\$###.##]



DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O. Box 1259, Department 91047
Oaks, PA 19456
CHANGE SERVICE REQUESTED



IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW			
☐ VISA	☐ MASTERCARD	☐ DISCOVER	
CARD NUMBER		EXP. DATE	
SIGNATURE		AMOUNT	

Visit <http://account.penncredit.com> to pay your bill online.

#BWNJHBY
#9042732612990084#
[Debtor Name]
[Address Line One]
[Address Line Two]



91203 - 94

ID NUMBER: C0314108
Penn Credit Corporation
2800 Commerce Drive
Harrisburg, PA 17110



91203-CBPPA-94

PAP-933-A-0



Hours: Mon-Thur 8am-10pm EST
Fri 8am-8pm, Sat 8am-12pm EST

Phone: 800-900-1380

NOTICE OF COLLECTION

MM/DD/YYYY

CLIENT: [Client Name]
ID NUMBER: [Account Number]
TOTAL BALANCE DUE: [\$###.##]



Statement of Your Account(s)

Please continue to make your monthly payments. If you wish to automate your payments please contact our office or go online at account.penncredit.com.

This letter is from a debt collection agency. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

SERVICE RENDERED	SERVICE DATE	ACCOUNT NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[#####]	[\$###.##]



DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O. Box 12591, Department 91047
Oaks, PA 19456
CHANGE SERVICE REQUESTED



IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW			
☐ VISA	☐ MASTERCARD	☐ DISCOVER	
CARD NUMBER		EXP. DATE	
SIGNATURE		AMOUNT	

Visit <http://account.penncredit.com> to pay your bill online.

Payments received by check will be electronically deposited, unless you pay by non-consumer type check. You may opt out of this program by paying with a money order or a travelers check. In the unlikely event your check (payment) is returned unpaid, we may elect to electronically (or by paper draft) re-present your check (payment) up to two more times. You also understand and agree that we may collect a return processing charge by the same means, in an amount not to exceed that as permitted by state law.

91203 - 94

#BWNJHBY
#9042732612990084#

[Debtor Name]
[Address Line One]
[Address Line Two]



ID NUMBER: C0314108

Penn Credit Corporation
2800 Commerce Drive
Harrisburg, PA 17110



91203-CBPPA-94



Hours: Mon-Thur 8am-10pm EST
Fri 8am-8pm, Sat 8am-12pm EST

Phone: 800-900-1380

NOTICE OF COLLECTION

MM/DD/YYYY

CLIENT: [Client Name]
ID NUMBER: [Account Number]
TOTAL BALANCE DUE: [\$###.##]



Broken Promise

You have not made your payment as promised. It is important that you either make payment or contact our office today.

This letter is from a debt collection agency. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

SERVICE RENDERED	SERVICE DATE	ACCOUNT NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[#####]	[\$###.##]



DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O. Box 1259, Department 91047
Oaks, PA 19456

CHANGE SERVICE REQUESTED



IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW			
☐ VISA	☐ MASTERCARD	☐ DISCOVER	
CARD NUMBER		EXP. DATE	
SIGNATURE		AMOUNT	

Visit <http://account.penncredit.com> to pay your bill online.

#BWNJHBY
#9042732612990084#

[Debtor Name]
[Address Line One]
[Address Line Two]



91203 - 94

ID NUMBER: C0314108

Penn Credit Corporation
2800 Commerce Drive
Harrisburg, PA 17110



91203-CBPPA-94



Horario: Lunes a Jueves, de 8 a.m. a 10 p.m.
 Viernes, de 8 a.m. a 5 p.m.
 Sábado, de 8 a.m. a 12 p.m.
 800-900-1380

NOTIFICACIÓN DE COLECCIÓN

MM/DD/YYYY

CLIENTE:

Nº DE CUENTA:

CANTIDAD QUE ADEUDA:



Nuestro cliente ha remitido su(s) cuenta(s) en mora, de referencia a continuación, para cobro. Nuestro cliente considera muy seriamente el cobro de dinero que se le adeuda y yo estoy seguro de que usted tiene la intención de honrar su deuda. Envíe el pago utilizando el sobre adjunto o también puede realizar el pago en línea a <http://account.penncredit.com>, o comunicarse con nuestra oficina para pagar por teléfono. Comuníquese con nuestra oficina si no puede pagar la cantidad adeudada.

A menos que envíe una notificación a esta oficina dentro de los 30 días después de recibir esta notificación, cuestionando la validez de esta deuda o una parte de la misma, esta oficina considerará que esta deuda es válida. Si notifica a esta oficina por escrito dentro de los 30 días luego de recibida esta notificación, esta oficina obtendrá la verificación de la deuda o una copia de un fallo, y le enviará por correo una copia de ese fallo o verificación. Si usted realiza una solicitud por escrito a esta oficina dentro de los 30 días luego de recibida esta notificación, esta oficina le proporcionará el nombre y la dirección del acreedor original, si fuese distinto del acreedor actual.

Esto es un intento de cobrar una deuda por parte de un cobrador de deudas y cualquier información obtenida se utilizará para ese fin. Los derechos importantes arriba incluidos se aplican a cada cuenta de manera individual y usted tiene el derecho de cuestionar cualquiera o todas las cuentas incluidas en esta notificación. En caso de que opte por ejercer sus derechos importantes arriba incluidos, indique qué cuenta(s) cuestiona.

SERVICIO PROPORCIONADO: **FECHA DEL SERVICIO** **Nº DE CUENTA** **CANTIDAD QUE ADEUDA**



Separar y volver con el pago para acelerar el crédito a su cuenta

P.O. Box 1259, Department 91047
 Oaks, PA 19456
 CHANGE SERVICE REQUESTED



SI VA A PAGAR USANDO: MASTERCARD, DISCOVER, O VISA, FAVOR LLENAR EL ESPACIO DEBAJO

☐ VISA	☐ MASTERCARD	☐ DISCOVER
Número de Tarjeta	Fecha de Vencimiento	
Firma	Cantidad	

Pague en línea con tarjeta de crédito en <http://account.penncredit.com>.

Los pagos recibidos por cheque serán depositados electrónicamente, a menos que usted paga por cheque de tipo no consumidor. Usted puede excluirse de este programa mediante pagar por un giro postal o un cheque de viajero. En el caso improbable de que se le devuelva el cheque (pago), podemos optar por vía electrónica (o por documento papel) volver a presentar su cheque (pago) hasta dos veces más. Usted también entiende y acepta que podemos cobrar un cargo de procesamiento de devolución por el mismo medio, en una cantidad que no exceda lo que está permitido por la ley estatal.

ID NUMBER: C0206277

#BWNJHBY
 #9042727300351540#
 [Debtor Name]
 [Address Line One]
 [Address Line Two]



Penn Credit Corporation
 2800 Commerce Drive
 Harrisburg, PA 17110



91203-NEW-1

TAB 6 - REPORTING

1) Describe your firm's online reporting capabilities.

Penn Credit's collection system (FUSION) maintains a statistical database of performance figures and is able to comply with any reporting requirements the City may have. With a very flexible range of reporting options, Penn Credit has the ability to comply with any reporting requirements, both for internal monitoring and forecasting. Typically, reporting to our clients includes the Acknowledgment (either concise or detailed version), Payment Analysis, Spindown, Statement of Collection, and Cancellation reports.

Reports can be sent via email, hard copy, or placed on an FTP site for pickup and can be provided in any format including Microsoft Word, Excel, and Adobe PDF, or other formats as needed.

Acknowledgment Report serves as a receipt verifying all accounts placed have been received by Penn Credit. Options include a concise version or a detailed version.

Payment Analysis provides information relating to collection performance, broken down by month of placement. This report illustrates recovery performance and allows the client to forecast future recoveries.

Regression (Stair-step) Analysis provides a 12-month record of liquidation rates per month.

Statement of Collection details accounts to which payments have been applied during the statement period. This report indicates not only amounts paid by constituents, but also commissions due Penn Credit for collection services rendered, thus serving as an invoice for the client.

Cancellation Report lists all accounts scheduled for return, along with the client account number, constituent name, balance, applicable dates, and reason for return.

Additional reports available upon request include:

Status Report provides a complete overview of all account information (payments, constituent contacts, collector notes, etc.) and current account status (i.e. paid in full, constituent bankruptcy, constituent deceased, account disputed, etc.).

Account Update Report can be customized to include all updated constituent contact information (addresses, phone numbers, etc. as applicable), notes made during the collection process, account status, payment information, and any other data requested by the client.

Client Profile Report provides an overall breakdown of accounts' status, accounts' aging, placements, account balances, addresses, and phone numbers.

Client Statistical Summary Report combines several of Penn Credit's reports, including our Spindown and Client Profile reports. Collection management and our clients are able to view and track trends for recoveries, placement age, account balance, as well as mail return and bad phone numbers.

Reconciliation Report is an electronic reconciliation of accounts on Penn Credit's system with accounts held on the client's system; this file is typically returned to client in the same format as the inbound file (or as requested).

2) Provide copies of available reports as an Exhibit to the Proposal.

Sample reports have been provided on the following pages.

Acknowledgment Reports

From: EReports@penncredit.com
 To: Client's Email Address
 Subject: P8888 - New Business Acknowledgement from Penn Credit

Penn Credit Corporation
 New Business Acknowledgement Summary

**** Acknowledgement with thanks ****

This assignment is accepted under our usual terms and conditions that we have with you. Please notify this agency without delay of any payment made to you by the debtor or any contact that the debtor has with you.

Report Date: MM/DD/YYYY
 Client #: P8888
 Client Name: Water Company
 # of Accounts: ###,###
 Total Dollars: \$\$\$\$\$\$

Penn Credit Corporation

NEW REFERRAL ACKNOWLEDGEMENT REPORT

Report Date: MM/DD/YYYY

Created for: [Client Name]

Account #	Name	Address	City,State,Zip	Placed Date	Service Date	Balance
#####	Smith, John	123 Walnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 1,500.00
#####	Smith, Jane	123 Main Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 500.00
#####	Smith, John	165 Elm Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 650.00
#####	Smith, Jane	124 Chestnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 750.00
#####	Smith, John	124 Walnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 625.00
#####	Smith, Jane	124 Main Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 435.00
#####	Smith, John	170 Elm Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 498.00
#####	Smith, Jane	130 Chestnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 1,275.00
#####	Smith, John	135 Walnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 1,450.00
#####	Smith, Jane	128 Main Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 650.00
#####	Smith, John	167 Elm Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 975.00
#####	Smith, Jane	145 Chestnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 1,950.00
				Report Total	12 Accounts	\$11,258.00

Statement of Collection

Penn Credit Corporation											
STATEMENT OF COLLECTION											
[Statement Period - Dates]											
Created for: [Client Name]											
Remittance Type: Gross											
Account #	Name	Date Placed	Date Paid	Pmt Type	Agency Pmt	Direct Pmt	Fees	Remit Client	Remaining Due		
#####	John Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 500.00		\$ 125.00	\$ 500.00	\$ -		
#####	Jane Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 1,000.00		\$ 250.00	\$ 1,000.00	\$ 1,000.00		
#####	John Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 1,200.00		\$ 300.00	\$ 1,200.00	\$ -		
#####	Jane Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 700.00		\$ 175.00	\$ 700.00	\$ -		
#####	John Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 450.00		\$ 112.50	\$ 450.00	\$ 250.00		
#####	Jane Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 300.00		\$ 75.00	\$ 300.00	\$ -		
#####	John Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 1,500.00		\$ 375.00	\$ 1,500.00	\$ -		
#####	Jane Doe	MM/DD/YY	MM/DD/YY	Direct		\$ 300.00	\$ 75.00	\$ -	\$ -		
#####	John Doe	MM/DD/YY	MM/DD/YY	Direct		\$ 500.00	\$ 125.00	\$ -	\$ 200.00		
#####	Jane Doe	MM/DD/YY	MM/DD/YY	Direct		\$ 900.00	\$ 225.00	\$ -	\$ -		
Totals:					\$ 5,650.00	\$ 1,700.00	\$ 1,837.50	\$ 5,650.00			
Amount Due Penn Credit \$ 1,837.50											

Cancellation Report

Penn Credit Corporation CANCELLATION REPORT Report Date: MM/DD/YYYY Created for: [Client Name]									
Account #	Name	Placed Date	Service Date	Balance	Return Date	Return Reason	BKR Docket#	BKR Date Filed	DEC Date
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 1,500.00	MM/DD/YY	PAID IN FULL			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 500.00	MM/DD/YY	DECEASED			MM/DD/YYYY
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 650.00	MM/DD/YY	PER CLIENT REQUEST			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 750.00	MM/DD/YY	UNCOLLECTIBLE			
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 625.00	MM/DD/YY	BANKRUPTCY	#####	MM/DD/YYYY	
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 435.00	MM/DD/YY	PAID IN FULL			
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 498.00	MM/DD/YY	PAID IN FULL			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 1,275.00	MM/DD/YY	PER CLIENT REQUEST			
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 1,450.00	MM/DD/YY	UNCOLLECTIBLE			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 650.00	MM/DD/YY	BANKRUPTCY	#####	MM/DD/YYYY	
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 975.00	MM/DD/YY	PAID IN FULL			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 1,950.00	MM/DD/YY	PAID IN FULL			
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 498.00	MM/DD/YY	PER CLIENT REQUEST			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 1,275.00	MM/DD/YY	UNCOLLECTIBLE			
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 1,450.00	MM/DD/YY	PAID IN FULL			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 650.00	MM/DD/YY	DECEASED			MM/DD/YYYY
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 975.00	MM/DD/YY	UNCOLLECTIBLE			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 1,950.00	MM/DD/YY	PAID IN FULL			
Report Total				18 Accounts	\$ 18,056.00				

Page 1 of 1

TAB 7 - COLLECTION SUCCESS RATE

1) Describe your firm's method of benchmarking or measuring the success rate of debt collections. If specific reports are used provide sample copies of this report.

Penn Credit's Payment Analysis Report provides information relating to collection performance, broken down by month of placement. This report illustrates recovery performance and allows the client to forecast future recoveries.

Penn Credit's Spindown Analysis provides a 12-month record of liquidation rates per month.

For samples of these reports, please see Tab 6.

2) Complete Attachment M - Collection Success Rate Table showing your firms debt collection success rate.

Please see the following page.

CONFIDENTIAL



TAB 8 - COLLECTION FEE

1. Attachment A: Contact Information Form

a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.

Please see the following page.

CONTACT INFORMATION FORM

IN ACCORDANCE WITH "FN-18-01" titled "Debt Collection Services" attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:COMPANY: Penn Credit CorporationSTREET ADDRESS: 2800 Commerce DriveCITY, STATE & ZIP CODE: Harrisburg, PA 17110**PRIMARY CONTACT FOR THE PROJECT:**NAME: Rhett Donagher TITLE: Manager of Sales & MarketingE-MAIL: rhett.donagher@penncredit.comTELEPHONE: 800-800-3328 x3003 FAX: 717-238-8441**AUTHORIZED APPROVER:**NAME: Thomas Foley, Jr. TITLE: Chief Operating OfficerE-MAIL: tom.foley@penncredit.comTELEPHONE: 800-800-3328 x3003 FAX: 717-238-8441SIGNATURE: **B) Sample Proposal Form**

Proposals shall include all costs and fees to provide the service for the City. Responses shall clearly detail their offer as a PERCENTAGE FEE. Rates included in the fee schedule made part of this bid shall be firm, not subject to change. The Successful Proposer(s) fee shall be added by the Successful Proposer(s) to the amount of the debt owed to the City. The City will not be responsible for any fees.

Description	Percentage %
All-inclusive percentage fee added to the balance owed to the city:	Price to be Submitted

b. The vendor must provide their collection fee through the designated lines items listed on the BidSync website.

Penn Credit has provided this information.

c. The collection fee shall be an all-inclusive percentage fee added to the balance owed to the city.

Penn Credit has provided a fee as an all-inclusive percentage fee, as requested.

d. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

Penn Credit is registered under its proposed corporate name.

e. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.

Penn Credit has provided a signed contact information form and the required communication information.

f. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.

Please see the following page for evidence of Thomas Foley's authority to sign as COO and Corporate Secretary of Penn Credit Corporation.

g. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

N/A



Service • Integrity • Results

CORPORATE RESOLUTION

I, **Thomas F. Foley, Jr.**, hereby certify that I am the Secretary of Penn Credit Corporation; that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of said Corporation duly held on the 19th day of April, 2017 at which meeting a quorum was present and acting throughout; and that said resolution has not been revoked or amended in any manner whatsoever.

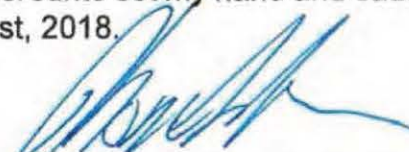
RESOLVED that, effective April 19, 2017 the Chairman, the President and the Secretary, of this Corporation are hereby authorized to execute, in the name and on behalf of this Corporation and under its corporate seal or otherwise, other instruments of any kind relative to work done or to be done or materials furnished or to be furnished by this Corporation.

I further certify that the following have been duly elected and are now officers of said Corporation:

Donald C. Donagher, Jr.
Richard S. Templin
Thomas F. Foley, Jr.
Kyle R. Donagher

Chairman
President
Secretary
Treasurer

IN WITNESS WHEREOF I have hereunto set my hand and caused to be affixed the seal of Penn Credit Corporation this 31th day of August, 2018.



Signature

Thomas F. Foley, Jr./Secretary
Printed name and Title



Attested

Kyle R. Donagher/Treasurer
Printed Name and Title

8/31/2018
Date

TAB 9 - OTHER COMPLETED DOCUMENTS

1. Attachment B: Vendor Information Form and a W-9

a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. November 2017), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.

Please see the following pages.

(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and upload it to the BidSync website with your submittal.

Vendor Information Form

Operating Name (Payee)	Penn Credit Corporation		
Legal Name (as filed with IRS)	Penn Credit Corporation		
Remit-to Address (For Payments)	2800 Commerce Drive, Harrisburg, PA 17110		
Remit-to Contact Name:	Kathy Park	Title:	Accountant
Email Address:	kathy.park@penncredit.com		
Phone #:	800-800-3328 x3006	Fax #	717-231-7653
Order-from Address (For purchase orders)	2800 Commerce Drive, Harrisburg, PA 17110		
Order-from Contact Name:	Rhett Donagher	Title:	Manager of Sales & Marketing
Email Address:	rhett.donagher@penncredit.com		
Phone #:	800-800-3328 x3003	Fax #	717-238-8441
Return-to Address (For product returns)			
Return-to Contact Name	Rhett Donagher	Title:	Manager of Sales & Marketing
Email Address:	rhett.donagher@penncredit.com		
Phone #:	800-800-3328 x3003	Fax #	717-238-8441
Payment Terms:	N/A		

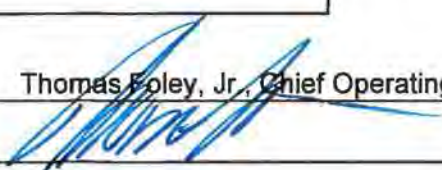
Type of Business (please check one and provide Federal Tax identification or social security Number)

- ☒ Corporation
☐ Sole Proprietorship/Individual
☐ Partnership
☐ Health Care Service Provider
☐ LLC – C (C corporation) – S (S corporation) – P (partnership)
☐ Other (Specify):

Federal ID Number:

23-2470030

Social Security No.:

Name & Title of Applicant Thomas Foley, Jr., Chief Operating OfficerSignature of Applicant Date 8/31/2018

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.

Penn Credit Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2800 Commerce Drive

6 City, state, and ZIP code

Harrisburg, PA 17110

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

2	3	-	2	4	7	0	0	3	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Eddy Corp

Date ▶

6/11/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2. Attachment C: Non-Collusive Affidavit

Please see the following page.



City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the Officer,
(Owner, Partner, Officer, Representative or Agent)

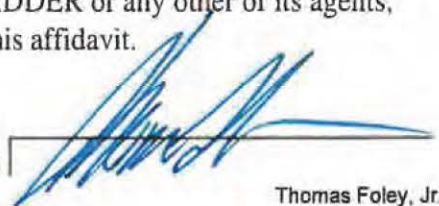
BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, 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 Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element 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 Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by 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.

Printed Name/Signature


Thomas Foley, Jr.Title Chief Operating OfficerName of Company Penn Credit Corporation

3. Attachment D: Sworn Statement on Public Entity Crimes Form

Please see the following pages.



City of Pembroke Pines

Attachment D

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted Penn Credit Corporation (name of entity submitting sworn statement) whose business address is 2800 Commerce Dr., Harrisburg, PA 17110 and (if applicable) its Federal Employer Identification Number (FEIN) is 23-2470030. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)
2. My name is Thomas Foley, Jr. and my
(Please print name of individual signing)
relationship to the entity named above is Chief Operating Officer.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, 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.
4. I understand that a "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, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. 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 Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with 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.
7. 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.)**
- ☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- ☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**


Bidder's Name/Signature

Thomas Foley, Jr.

Penn Credit Corporation
Company

8/31/2018
Date

4. Attachment E: Local Vendor Preference Certification

a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines.

N/A

b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.

N/A

c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

Please see the following page.



City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: Penn Credit Corporation

PRINTED NAME / AUTHORIZED SIGNATURE:

Thomas Foley, Jr.

5. Attachment F: Veteran Owned Small Business Preference Certification

a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

N/A

b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer WILL NOT qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

Please see the following page.

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION**SECTION 1 GENERAL TERM****VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE**

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION**VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:**

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer **WILL NOT** qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Penn Credit Corporation

PRINTED NAME / AUTHORIZED SIGNATURE:



Thomas Foley, Jr.

6. Attachment G: Equal Benefits Certification Form

Please see the following pages.



City of Pembroke Pines

Attachment G

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more

stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award; or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Penn Credit Corporation

AUTHORIZED OFFICER NAME / SIGNATURE: 

Thomas Foley, Jr.

7. Attachment H: Vendor Drug-Free Workplace Certification Form

Please see the following page.



City of Pembroke Pines

Attachment H

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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 or more bids that 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 drugfree 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:

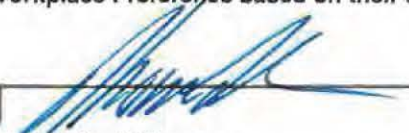
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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 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 sanction 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.

SECTION 2 AFFIRMATION

☒ Place a check mark here only if affirming bidder complies fully with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder does not meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.


Authorized Signature

Thomas Foley, Jr.
Authorized Signer Name

Penn Credit Corporation
Company Name

8. Attachment I: Vendor Certification Regarding Scrutinized Companies List

Please see the following page.



City of Pembroke Pines

Attachment I

SCRUTINIZED COMPANY CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135.

I, Thomas Foley, Jr., COO, on behalf of Penn Credit Corporation,
 Print Name and Title Company Name

certify that Penn Credit Corporation
 Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or 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.

Penn Credit Corporation
 Company Name


 Print Name/Signature
 Thomas Foley, Jr.

Chief Operating Officer
 Title

9. Attachment J - Proposer's Completed Qualification Statement

Please see the following pages.



City of Pembroke Pines

Attachment J

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Penn Credit Corporation
2800 Commerce Drive, Harrisburg, PA 17110

Contact Person's Name and Title: Rhett Donagher, Manager of Sales & Marketing

Contact Person's E-mail Address: rhett.donagher@penncredit.com

PROPOSER'S Telephone and Fax Number: Phone: 800-800-3328 Fax: 717-238-8441

PROPOSER'S License Number: CCA0900232

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: 23-2470030

Number of years your organization has been in business 31

State the number of years your firm has been in business under your present business name 31

State the number of years your firm has been in business in the work specific to this solicitation:
31 years of government experience

Names and titles of all officers, partners or individuals doing business under trade name:

Donald Donagher, CEO (100% owner)
Richard Templin, President
Thomas Foley, Jr., COO
Kyle Donagher, Operations Manager

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

N/A

At what address was that business located?

N/A

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

N/A

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

No.

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes, we have inspected the proposed work and we have a complete plan to continue collections with the City, as described in our proposal submission.

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

No.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

N/A

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

We have not had any major lawsuits brought against Penn Credit in the last 10 years. There are times when nuisance suits are received and it has not been substantiated that Penn Credit violated any governing laws at the state or federal level. In these instances however, Penn Credit agrees to settle in order to be economically prudent. All such settlements have releases with non-disclosure statements executed by both parties. Penn Credit's commitment to legal and reputable collection activity can be seen in our ongoing 23 year contract with the State of Pennsylvania Office of Attorney General.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Yes, Penn Credit is the original provider of services proposed upon.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No.

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

Penn Credit currently provides similar collection services to the Florida counties and cities listed below.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Penn Credit Corporation
(Company Name)

(Printed Name/Signature)

Thomas Foley, Jr.

Florida County/City Experience (Confidential)

Brevard County Government	City of Greenacres, FL
Marion County Government	City of Hollywood, FL
Miami-Dade County Government	City of Jacksonville, FL
Okaloosa County Government	City of Key West, FL
Orange County Government	City of Kissimmee, FL
Osceola County Government	City of Lake Wales, FL
Palm Beach County Government	City of Lauderhill, FL
Seminole County Government	City of Miami, FL
City Altamonte Springs, FL	City of Miramar, FL
City of Boco Raton FL	City of Oakland Park, FL
City of Boynton Beach, FL	City of Orlando, FL
City of Cape Coral, FL	City of Plantation, FL
City of Ormond Beach, FL	City of Pompano Beach, FL
City of Oviedo, FL	City of Port Orange, FL
City of Casselberry, FL	City of Riviera Beach, FL
City of Coconut Creek, FL	City of Sanford, FL
City of Daytona Beach, FL	City of Tallahassee Utilities, FL
City of Deerfield Beach, FL	City of Tampa, FL
City of Deltona, FL	City of West Palm Beach, FL
City of Delray Beach, FL	City of Wilton Manors, FL
City of Fort Lauderdale, FL	

FLORIDA OFFICE of FINANCIAL REGULATION


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License Details

Press "Search Results" to return to the Search Results list.
 Press "New Search Criteria" to do another search of this type.
 Press "New Search" to start a new search.

License Number: CCA0900232
Current Date: 08/02/2018 03:52 PM

Name:	PENN CREDIT CORPORATION
License Type:	Consumer Collection Agency
License Status:	Current Active Registration
License Status Effective Date:	10/30/2017
Expiration Date:	12/31/2018
Original Date of Licensure:	03/14/1995

Addresses

Business Main Address	Address	2800 COMMERCE DRIVE HARRISBURG , PA DAUPHIN 17110 US View on a map
	Phone Number:	7172387124

Mailing Address	Address	2800 COMMERCE DRIVE HARRISBURG , PA DAUPHIN 17110 US View on a map
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[New Search](#)
[Print](#)

TAB 10 - BUSINESS TAX RECEIPTS, LICENSES AND PROFESSIONAL REGISTRATION CERTIFICATES

1. Copies of city, county, and state professional licenses and business tax receipts.

Penn Credit has provided a detailed listing of its business/collection licenses and certificates of authority throughout the United States on the following page. Copies of the licenses and business tax receipts can be provided upon request.

Jurisdiction	License Needed/Have	License Number	Expiration Date	COA Needed/Have	COA Issue Date
ALABAMA	No/No	N/A	N/A	Yes / Yes	10/29/01
ALASKA	Yes/Yes	COAA305	06/30/20	Yes / Yes	09/07/00
ARIZONA	Yes/Yes	CA-0926242	12/31/18	Yes / Yes	06/02/00
ARKANSAS	Yes/Yes	2020	06/30/19	Yes / Yes	05/15/00
BUFFALO, NY	Yes/Yes	CAG11-169016	09/30/19	No/No	N/A
CALIFORNIA	No/No	N/A	N/A	Yes / Yes	11/29/01
CHICAGO, IL	Yes/Yes	2256707	08/15/19	No/No	N/A
COLORADO	Yes/Yes	991947	07/01/19	Yes / Yes	07/12/00
CONNECTICUT	Yes/Yes	CCA-943582	12/31/18	Yes / Yes	06/26/00
DELAWARE	Yes/Yes	1998208052	12/31/18	Yes / Yes	12/30/03
DIST. OF COLUMBIA	Yes/Yes	69002690	03/31/19	Yes/Yes	03/11/04
FLORIDA	Yes/Yes	CCA 0900232	12/31/18	Yes / Yes	05/27/99
GEORGIA	No/No	N/A	N/A	Yes/Yes	02/25/04
HAWAII	Yes/Yes	COLA 276	06/30/18	Yes / Yes	08/04/00
IDAHO	Yes/Yes	CCA-3578	12/31/18	Yes / Yes	05/31/00
ILLINOIS	Yes/Yes	17-020543	05/31/21	Yes/Yes	09/16/08
INDIANA	Yes/Yes	IN-S05-C-02040	12/31/18	Yes / Yes	07/06/00
IOWA	Yes/Yes	2002-24295	01/31/19	Yes / Yes	10/26/01
KANSAS	No/No	N/A	N/A	Yes / Yes	01/18/01
KENTUCKY	No/No	N/A	N/A	Yes / Yes	03/05/01
LOUISIANA	Yes/Yes	366660581	Permanent	Yes / Yes	07/10/00
MAINE	Yes/Yes	DCL-5013	07/31/19	Yes / Yes	05/19/00
MARYLAND	Yes/Yes	04-3048	12/31/18	Yes / Yes	07/17/00
MASSACHUSETTS	Yes/Yes	DC-0717	12/31/19	Yes / Yes	05/18/00
MICHIGAN	Yes/Yes	2401001597	06/30/19	Yes / Yes	08/11/00
MINNESOTA	Yes/Yes	CA-20148582	06/30/19	Yes / Yes	05/23/00
MISSISSIPPI	No/No	N/A	N/A	Yes / Yes	07/24/00
MISSOURI	No/No	N/A	N/A	Yes / Yes	11/09/01
MONTANA	No/No	N/A	N/A	Yes / Yes	10/30/01
NEBRASKA	Yes/Yes	292	12/31/18	Yes / Yes	07/06/00
NEVADA	Yes/Yes	CAD11277	06/30/19	Yes/Yes	01/20/04
NEW HAMPSHIRE	No/No	N/A	N/A	Yes / Yes	02/13/04
NEW JERSEY	Yes/Yes	232470030000	10/15/18	No/No	10/31/03
NEW MEXICO	Yes/Yes	637	06/30/19	Yes / Yes	07/12/00
NEW YORK CITY	Yes/Yes	1039314-DCA	01/31/19	No/No	N/A
NEW YORK STATE	No/No	N/A	N/A	Yes / Yes	06/14/00
NORTH CAROLINA	Yes/Yes	3779	06/30/19	Yes / Yes	07/12/00
NORTH DAKOTA	Yes/Yes	CA-100477	12/31/18	Yes / Yes	07/18/00
OHIO	No/No	N/A	N/A	Yes / Yes	05/09/01
OKLAHOMA	No/No	N/A	N/A	Yes / Yes	10/29/01
OREGON	Yes/Yes	CA-48702	12/31/18	Yes / Yes	07/21/00
PENNSYLVANIA	No/No	N/A	N/A	No/No	N/A
PUERTO RICO	Yes/Yes	SJ-13228-AC	12/31/18	Yes/Yes	08/20/10
RHODE ISLAND	No/No	20080112DC	12/31/18	Yes / Yes	11/19/01
SOUTH CAROLINA	No/No	N/A	N/A	Yes / Yes	11/05/01
SOUTH DAKOTA	No/No	N/A	N/A	Yes / Yes	10/29/01
TENNESSESE	Yes/Yes	1041	11/04/19	Yes/Yes	09/19/08
TEXAS	No/No	N/A	N/A	Yes / Yes	04/17/01
UTAH	Yes/Yes	4759102-0131	01/09/19	Yes / Yes	05/12/00
VERMONT	No/No	N/A	N/A	Yes / Yes	11/15/01
VIRGINIA	No/No	N/A	N/A	Yes / Yes	11/05/11
WASHINGTON	Yes/Yes	602-856-537	08/31/18	Yes/Yes	08/12/08
WEST VIRGINIA	Yes/Yes	1014-4947	Permanent	Yes / Yes	09/20/04
WISCONSIN	Yes/Yes	722	06/30/19	Yes / Yes	11/10/08
WYOMING	Yes/Yes	261	12/31/18	Yes/Yes	12/15/03
YONKERS, NY	Yes/Yes	9101	12/31/18	No/No	N/A

TAB 11 - ADDITIONAL INFORMATION

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

ROBUST AND CONVENIENT CLIENT PORTAL

Penn Credit enables the City to view account activity online. This remote activity program can be accessed through the Internet using a standard browser. We assign a user name and password that allows our client access to their accounts only. Once logged into our system, the City has the ability to search by account number, name or Penn Credit ID number and then view items such as account status, balance, remarks, payments and account transactions.

Our site features a dashboard report function that provides a snapshot of the portfolio as well as an **ad hoc reporting section** where reports can be downloaded either as a PDF or Excel spreadsheet.

The dashboard page contains various statistics based on account referral and collection activity. The City will see information on the dashboard page for collection placement and activity during the current month as well as that information from the time of the first account placement. Also on the dashboard page are links to multiple charts based on collection and placement statistics. The City can choose from five different charts, each containing the last 12 months of information.

Penn Credit's Client Portal also allows clients to place accounts on hold for up to 30 days at a time, submit a payment or adjustment on an account, and request the cancellation of an account. The City may also submit a request to add new accounts.

Consistent with Penn Credit's emphasis on data security, the site has a secure socket layer (SSL) with 256 bit encryption, is password protected and users are automatically logged off after 15 minutes of inactivity. For an extra layer of security, once a user becomes active, a trusted IP address will be linked to his or her login for identification purposes. After 90 days, inactive accounts are disabled; after 180 days, inactive accounts will be deleted.

Penn Credit will provide **on-site training to City staff** regarding the portal as needed during the contract term. A demo of the FUSION Client Portal can also be accessed by visiting:

<https://fusioncl.penncredit.com/>

Sample screen shots and available reports from this on-line access portal are provided on the following pages.

Login

Email Address

Password

[Forgot Password?](#) [» sign up](#) [Watch Demo Video](#)

Dashboard Statistics

Current Month

\$2,679.50 Collections
\$0.00 Placed
\$0.00 Client Cancellations
\$0.00 Penn Cancellations

Beginning to Date

\$888,994.07 Collections
\$27,689,011.63 Placed
4.09% Recovery
\$2,240,399.55 Open Inventory

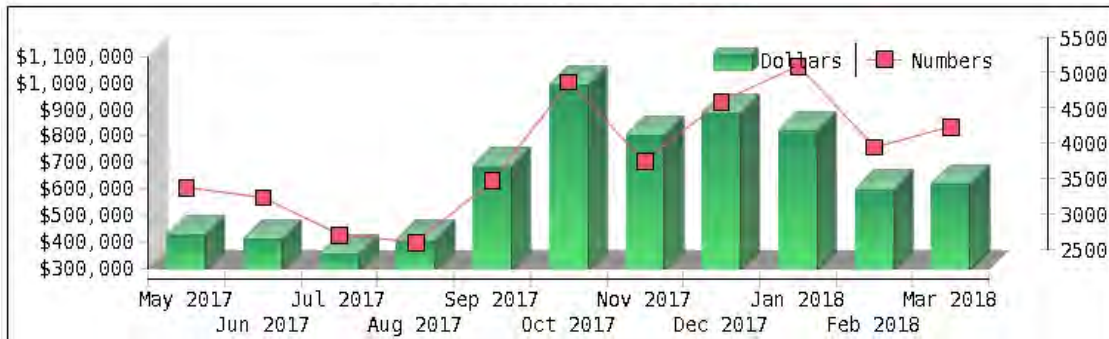
Monthly Collections



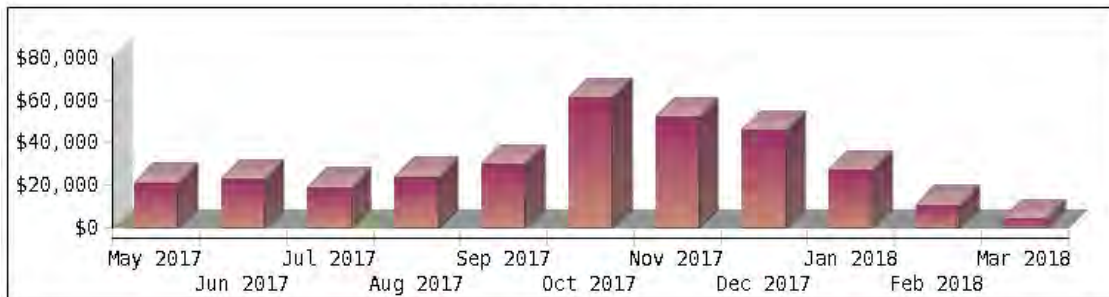
Charts: Monthly Collections | Batch Collections | Batch Recovery | Open vs Placed | Number Placed | 

Client Summary Report

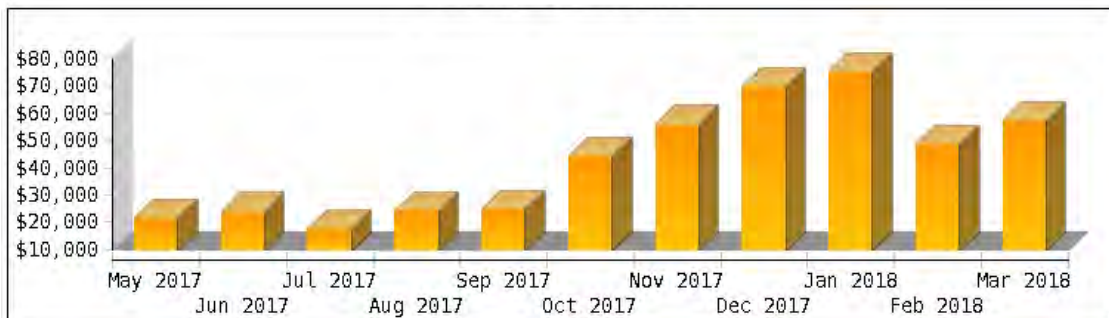
Dollars and Numbers Placed



Placement Collections



Monthly Collections



Submit Payment/Adjustment TransactionType Amount Comments **Request account to be cancelled**Cancellation Reason

Comments

- Placed in error
- Bankrupt
- Duplicate Account
- Deceased
- MA Write-Off
- Charity Write-Off
- Administrative Write-Off
- Other (Please enter comments below)

Account Analysis Options

(Archived accounts will not appear in this report)

Select Client Code:

Only accounts with promises:

Placed From: Month Day Year

With payment in last # of days:

Placed To: Month Day Year

No payment in last # days:

Account Status:

Total payments greater than:

Current Balance Range from: to:

Acknowledgement Report Scan Options

Select Client Code:

From: Month Year

To: Month Year

Cancellation Report Scan Options

Select Client Code:

From: Month Year

To: Month Year

MONITORING CONTACT ACTIVITY

Quality management at all of Penn Credit's call centers is ensured by the use of Quality Rocket, a centralized and integrated call recording system located at our corporate headquarters. This system consolidates a wide range of functions into one seamless, user friendly, web-based experience. This system permits our collection, client service, training, and management personnel unparalleled access to all constituent interactions.

All interactions with our collectors are recorded individually and relevant call data and account information associated with those conversations are correlated and tagged to those recordings. In addition to audio, the screen shots during the collector's calls are recorded to allow supervisors and management staff to effectively monitor during and/or re-create after exactly what happens on every call.

COMPLIANCE 360 MANAGEMENT PROGRAM

Penn Credit's compliance department utilizes Compliance 360 to manage all compliance related matters throughout the company. This web-based platform serves as a single depository of all disputes, compliance rules/regulations, constituent complaints, and City work standards. The platform enables our staff to create detailed tracking and trending reports, customize staff training from these findings and audit work flows in our collection, payment processing, information technology and client relations departments.



CALLMINER PLATFORM

Our speech analytics solution from CallMiner has three components which each accomplish a specific function in our efforts to maximize quality on every constituent interaction.

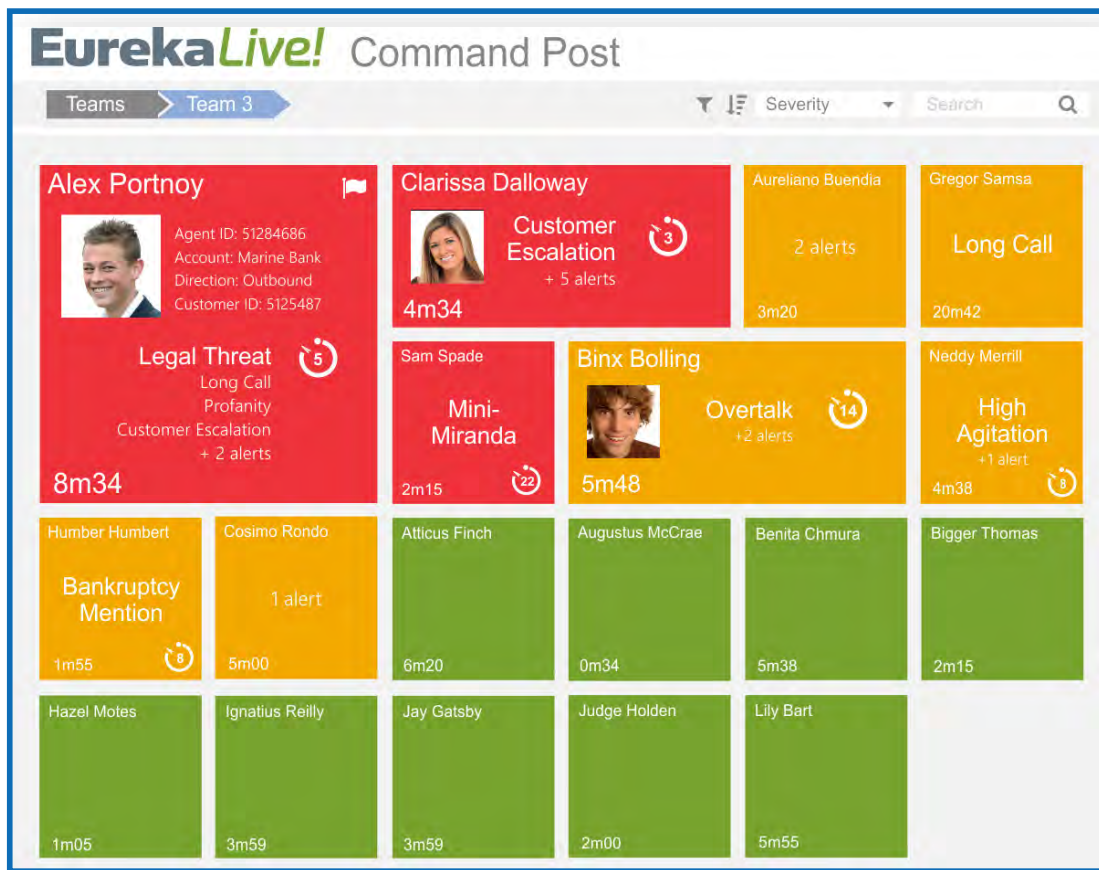
The **post-call analysis function** converts all contacts into fully reviewable and searchable text within several hours. This allows both for ad-hoc searches of all spoken language within user defined time frames and agent groups and more importantly, automated mining of every call for the presence or absence of specific language by the constituent or agent. Examples would be compliance with City-specific disclosures and language, FDCPA compliance, Mini-Miranda language, Right Party Contact, abusive language from either party, and other risky words and phrases.

CallMiner's agent **performance scorecard** visually shows both management and agents themselves how they are performing in each quality and compliance area being scored. Management is also able to view company-wide scores and then drill down all the way to individual agent groups allowing them to focus their attention where it's needed.

CallMiner also offers **real-time contact center compliance monitoring** by automatically monitoring all in-progress constituent interactions for the presence or absence of specific language or acoustic characteristics. This real-time alerting system enables supervisors and quality analysts to review occurrences of infractions such as the absence of compliance script language, in addition to being able to immediately intervene when appropriate. Additionally, the agent can be presented with custom screen pops on their desktop screen when specific words and phrases are detected in the conversation giving a visual reinforcement to items of importance to management.



Screen shots have been provided below and on the following page.

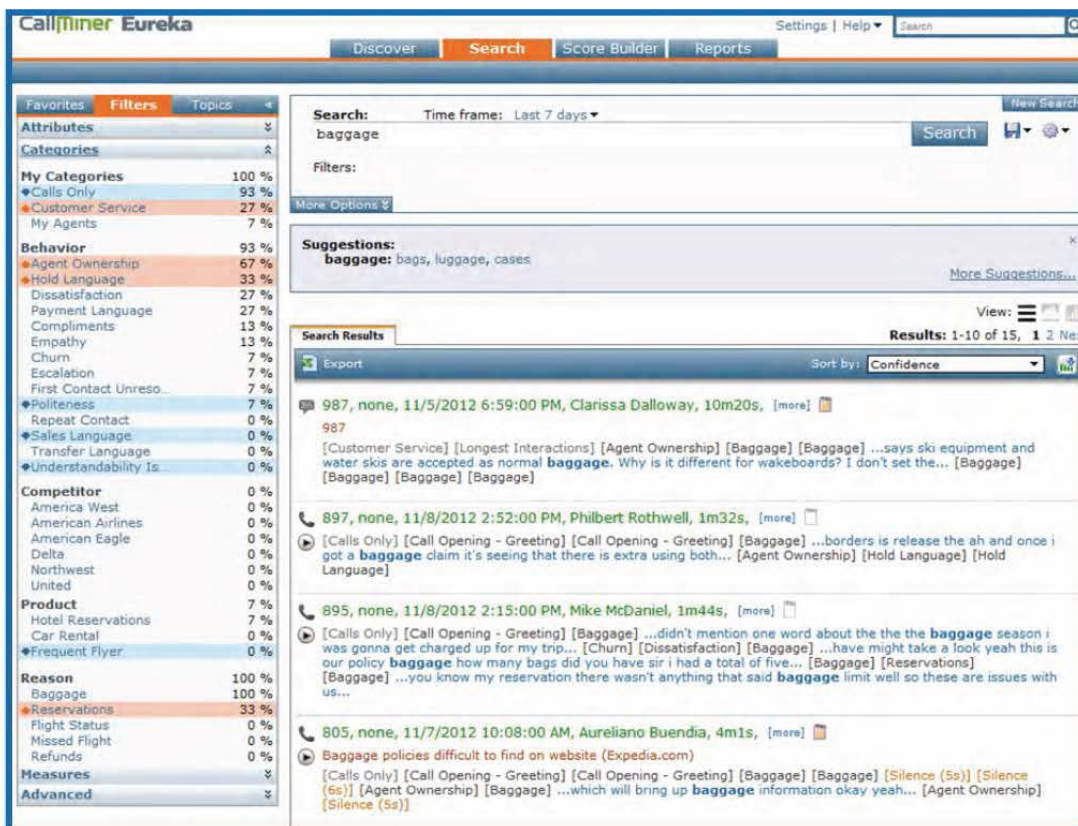
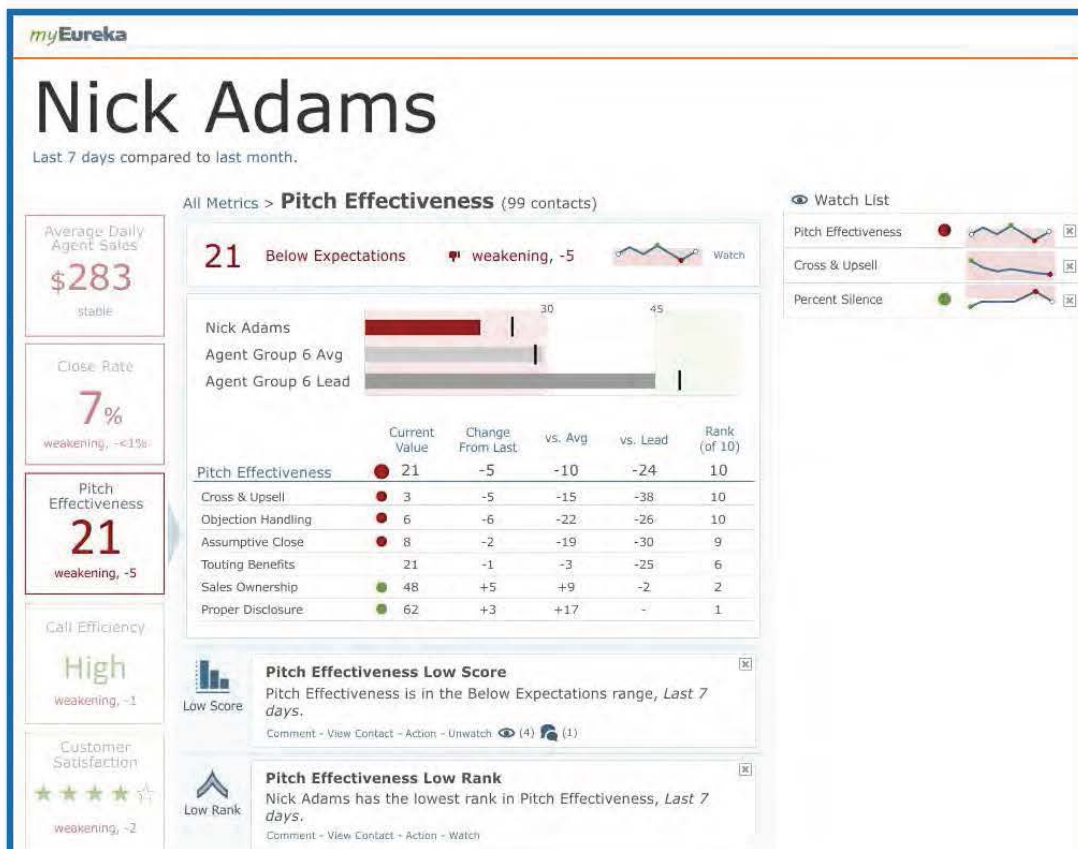


EurekaLive! Command Post

Teams > Team 3

Severity Search

Alex Portnoy  Agent ID: 51284686 Account: Marine Bank Direction: Outbound Customer ID: 5125487 Legal Threat Long Call Profanity Customer Escalation + 2 alerts 8m34	Clarissa Dalloway  Customer Escalation + 5 alerts 4m34	Aureliano Buendia 2 alerts 3m20	Gregor Samsa Long Call 20m42
Sam Spade Mini-Miranda 2m15	Binx Bolling  Overtalk + 2 alerts 5m48	Neddy Merrill High Agitation + 1 alert 4m38	
Humber Humbert Bankruptcy Mention 1m55	Cosimo Rondo 1 alert 5m00	Atticus Finch 6m20	Augustus McCrae 0m34
Hazel Motes 1m05	Ignatius Reilly 3m59	Jay Gatsby 3m59	Judge Holden 2m00
		Benita Chmura 5m38	Bigger Thomas 2m15
		Lily Bart 5m55	



AUDIT TRAILS AND KEY PERFORMANCE INDICATORS (KPI)

In addition to Penn Credit's speech analytics solution, Penn Credit's collection system tracks all aspects of the collection process, creating audit trails and tracking a range of KPIs, which include but are not limited to the following:

- Payments
- Adjustments
- Collector comments
- Notices sent
- Average talk time
- Call volumes
- Outbound contact rates
- Skip Tracing Performed
- Account Status
- Payment plans and agreements

PERSONNEL ACTIONS

Collection supervisors are responsible for monitoring and tracking the daily activity in the following areas to ensure collection standards are obtained:

- Account Workflow: Payment plans, broken promises, skip tracing and follow up
- Number of accounts worked, phone contacts and minutes on the phone
- Compliance with company policies, the FDCPA and other applicable laws/statutes

OVERVIEW OF KPI REPORTS AND TRACKING

Penn Credit's collection system generates a number of KPI reports that allow our supervisors and managers to monitor collection activity in order to obtain maximum recoveries.

- **IAT/CT Center Dashboard:** Provides real-time view of call center environment including number of agents logged-in, their call status, talk time, hold times, answer percentages, and other metrics related to the predictive dialer.
- **Collection Activity Report:** Provides a detail of how many accounts were worked by each active collector, and then by how many promises to pay/payment arrangements were established, how many accounts were closed or transferred to legal, and how many letters were requested by the constituent during contact.
- **Phone Report:** Provides a record of the total amount of calls on an incoming and outgoing basis and the total amount of time on the phone.
- **Collector Work Totals:** Provides a record of totals for the amount of work each collector does in their loop by priority.
- **Urgency Report:** Details number of credit card and direct check payments taken by the collection staff.

ROBUST DATA SECURITY

Data Security is a primary focus at Penn Credit and part of our core culture. Whether it is physical security or network/data protection, all employees at Penn Credit are informed of security measures and motivated to maintain a genuinely secure environment.

Security awareness requires a commitment to continuous employee communication and training; therefore, each employee is knowledgeable of and compliant with Penn Credit's Corporate Security Policy, which addresses the security of all information, equipment, and processes within Penn Credit's ownership and control.

MULTI-FACETED SECURITY TRAINING

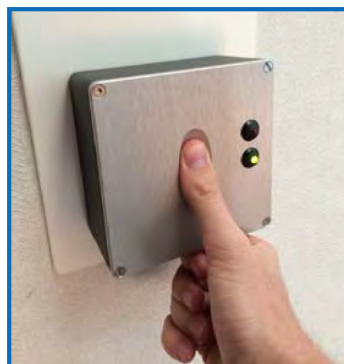
Training includes:

- Review of policies and procedures regarding computer and email usage are reinforced regularly for all employees.
- Those employees with Internet access are taught security "best practices" for the use of the Internet and email (for example not opening attachments from unknown senders and keeping passwords private). In addition to Internet security training and regular briefings, memos are distributed company-wide when new threats arise alerting all staff as to the threat, how to identify it, and what to do if it is encountered.
- Staff is constantly reminded of the importance of reporting unusual or potentially harmful activity amongst other employees, ensuring awareness of internal risk.
- All employees receive annual training on Penn Credit's Corporate Security Policy and are tested for a thorough understanding of all stated requirements.

Our tiered, multi-faceted approach to security provides both Penn Credit and our clients with a total security solution. In addition to the security awareness training for our employees, we have numerous additional measures to ensure the security of our clients' data. These measures follow.

ENHANCED PHYSICAL SECURITY

High definition surveillance cameras (1080p), security alarms, ECARO-25 fire suppression system in our server room, strategically placed smoke and heat detectors, and biometric fingerprint-scan entry access, protect our offices 24 hours a day, seven days a week. Each individual department is also protected by biometric fingerprint-scan. Only authorized personnel are permitted into the Information Technology Department. Additionally, the Penn Credit Data Center is protected by a final biometric access point, an environmental temperature control and alarm system. Proper and immediate action will be taken against any unauthorized personnel attempting to enter these sensitive areas.



MAINTAINING DATA INTEGRITY

Only users with authorized passwords can access accounts. Internal security modules guarantee that no unauthorized access to sensitive data can occur. We utilize a two-tiered security system involving access limitations at both workstation level and application software level.

FIREWALL

Penn Credit's Internet firewall consists of a Cisco ASA 5512x hardware firewall. This hardware appliance logs all unsuccessful attempts to gain access to the internal network as a method of detecting intrusions from unauthorized personnel. Access to the location of data files is limited to the Information Technology Department. No other person in the organization can gain access to this end node.

DESTRUCTION OF CONFIDENTIAL INFORMATION

It is Penn Credit's policy to shred all confidential documents when no longer needed. We utilize the services of a shredding company in the destruction of documents and are provided with locked bins where documents are held securely until they are **shredded on site**.

FINANCIAL PROTECTIONS

PCI-DSS COMPLIANCE

Penn Credit is PCI-DSS Level 1 certified, ensuring that all card holder data we process is safe and secure at all times. Payment Card Industry Data Security Standard or PCI-DSS, is a global standard that was created to assist the credit card industry in the prevention of credit card fraud through increased controls and security. To meet these stringent requirements, Penn Credit has implemented the following procedures to protect our clients' sensitive data:



- Monthly internal & external network vulnerability scans via Nessus Professional Feed
- Credit card and checking account/routing number encryption on our system
- Annual third party penetration testing: web, internal & external
- Complete an on-site Report on Compliance (ROC) annually by a Qualified Security Assessor
- Maintain an Attestation of Compliance verifying that all PCI standards are appropriately met

AUDITING

Statement on Standards for Attestation Engagements (SSAE) No. 18 is a widely recognized auditing standard developed by the American Institute of Certified Public Accountants (AICPA). As a client, the City is assured that Penn Credit has superior controls and safeguards to protect, host and process the data entrusted to us. Penn Credit has been through an in-depth audit of our control objectives and activities, signifying that we are able to provide reporting in a uniform format to our clients and their auditors. Penn Credit has completed the following audits:



- **SOC 1 (SSAE 18)** – A SOC 1 is a report on controls at a service organization that may be relevant to user entities’ internal control over financial reporting.
- **SOC 2** – A SOC 2 report is based on the existing SysTrust and WebTrust principles. The purpose of a SOC 2 report is to evaluate an organization’s information systems relevant to security, availability, processing integrity, confidentiality, or privacy.

DISASTER RECOVERY PLAN

Our Disaster Recovery Plan is documented, along with team assignments, job descriptions, and a recovery checklist. It is tested annually to ensure the success of our disaster procedures and to monitor downtime and recovery. (A copy of this plan is available upon request.)

The Penn Credit Disaster Recovery Plan addresses site damage that affects batch processing and tracking, on-line processing or communications for an extended period due to fire, sabotage or weather-related damage. If the main office is not available, Penn Credit’s State College office has a backup computer system to take the place of the current system if necessary. Our branch offices can be used for all clerical duties and collection efforts. Depending on the nature of the disaster, our projected timeframe for recovery is within 24 hours.

Penn Credit employs two different types of backups to ensure 100% data recovery:

- **Continuous Data Protection (CDP)** – Penn Credit utilizes continuous data protection to ensure that all changes to data located in the main office are immediately transmitted to the disaster recovery site location in State College.
- **Encrypted Tape Backup** – A daily tape backup is performed on all Penn Credit systems. This backup is taken to a separate Penn Credit secure off-site location.

Furthermore, Penn Credit has contracted with Agility Recovery Solutions™ to provide fast response disaster solutions such as; power generators, call center facilities, and telecom/computer infrastructure to supplement our current disaster recovery plan.



www.PennCredit.com • 800.800.3328

Supplier: Penn Credit Corporation

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “FN-18-01” titled “**Debt Collection Services**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

B) Sample Proposal Form

Proposals shall include all costs and fees to provide the service for the City. Responses shall clearly detail their offer as a PERCENTAGE FEE. Rates included in the fee schedule made part of this bid shall be firm, not subject to change. The Successful Proposer(s) fee shall be added by the Successful Proposer(s) to the amount of the debt owed to the City. The City will not be responsible for any fees.

Description	Percentage %
All-inclusive percentage fee added to the balance owed to the city:	Price to be Submitted Via BidSync

Supplier: **Penn Credit Corporation**



City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, 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 Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element 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 Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by 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.

Printed Name/Signature

Title

Name of Company

Supplier: Penn Credit Corporation



City of Pembroke Pines

Attachment D

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted (name of entity submitting sworn statement) whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is and my
(Please print name of individual signing)
relationship to the entity named above is .
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, 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.
4. I understand that a "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, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. 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 Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with 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.

7. 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.)**

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

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Bidder's Name/Signature

Company

Date

Supplier: Penn Credit Corporation



City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



Supplier: Penn Credit Corporation



City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:

3

4

6

Supplier: **Penn Credit Corporation**



City of Pembroke Pines

Attachment G

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A

contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☐ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME:

AUTHORIZED OFFICER NAME / SIGNATURE:

Supplier: **Penn Credit Corporation**



Attachment H

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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 or more bids that 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 drugfree 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'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 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 sanction 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.

SECTION 2 AFFIRMATION

- ☐ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.
- ☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Authorized Signature

Authorized Signer Name

Company Name

Supplier: Penn Credit Corporation



City of Pembroke Pines

Attachment I

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, , on behalf of ,
Print Name and Title

Company Name

certify that :

Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or 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.

Company Name

Print Name/Signature

Title



Supplier: **Penn Credit Corporation**



City of Pembroke Pines

Attachment J

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☐

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

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

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

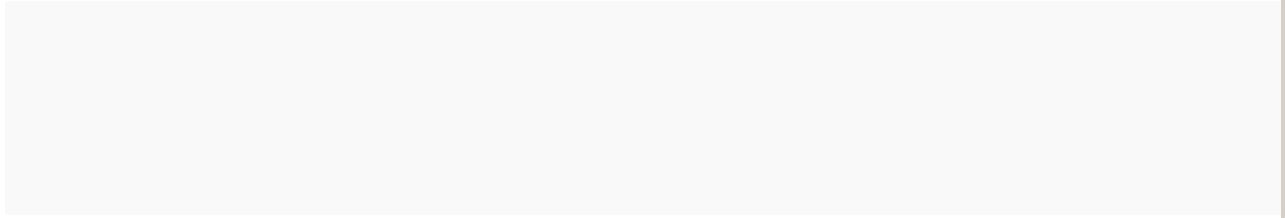
Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

5

Supplier: Penn Credit Corporation

-

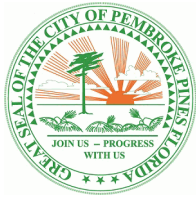
Collection Success Rate

COLLECTION SUCCESS RATE TABLE				
Age of Debt	Number of Accounts	Dollar Value of Accounts	Amounts Collected	% of Debt Collected
Less than 6 Months				
6 Months to 1Year				
Over 1 Year				

6

3

4



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 5.

File ID: 19-0220

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/25/2019

Short Title: Negotiated contract with Penn Credit Corporation

Final Action: 03/06/2019

Title: MOTION TO APPROVE THE NEGOTIATED CONTRACT WITH PENN CREDIT CORPORATION, PURSUANT TO THE AWARD OF FN-18-01 "DEBT COLLECTION SERVICES".

***Agenda Date:** 03/06/2019

Agenda Number: 5.

Internal Notes:

Attachments: 1. Penn Credit Corporation - Debt Collection Services Agreement, 2. Exhibit A of the Agreement, 3. 11-19-18 Commission Approval

1	City Commission	03/06/2019	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.				
Nay: - 0				

MOTION TO APPROVE THE NEGOTIATED CONTRACT WITH PENN CREDIT CORPORATION, PURSUANT TO THE AWARD OF FN-18-01 "DEBT COLLECTION SERVICES".

SUMMARY EXPLANATION AND BACKGROUND:

1. On August 1, 2018, the City Commission authorized the advertisement of FN-18-01 "Debt Collection Services", which was advertised on August 7, 2018.
2. The purpose of this solicitation was to provide the City with debt collection services.
3. On November 19, 2018, the City Commission approved the findings and recommendation of the evaluation committee and awarded FN-18-01 "Debt Collection Services" to Penn Credit Corporation, and directed the City Manager to negotiate a contract for services.
4. On November 20, 2018 the City commenced negotiations with Penn Credit Corporation.
5. Request Commission to approve the negotiated contract with Penn Credit Corporation, pursuant to the award of FN-18-01 "Debt Collection Services".

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None at this time.
- b) **Amount budgeted for this item in Account No:** In general, there would be no revenues or expenses associated with this service, the awarded vendor will receive compensation by adding the 16% fee to the balance owed to the City. However, in the event of a payment being made directly to the City, the vendor will receive half of their fee which is 8.5% from the City . In this instance, funds would be expensed to account # 471-536-6010-34990 (Contractual Services - Other) and 1-519-800-34990 (Contractual Services - Other).
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.



PENNC-3

OP ID: MN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2018

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).

PRODUCER Gallen Insurance Inc. PO Box 100 2237 Lancaster Pike Shillington, PA 19607-0100 Dave Gallen	CONTACT NAME: Kristie Lawrence	
	PHONE (A/C, No, Ext): 610-898-6509	FAX (A/C, No): 610-777-9957
	E-MAIL ADDRESS: klawrence@galleninsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	
	NAIC # 10677	
INSURED Penn Credit Corporation 2800 Commerce Drive Harrisburg, PA 17110	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	EPP0502135	08/19/2018	08/19/2019	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ EXCL	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0502135	08/19/2018	08/19/2019	EACH OCCURRENCE \$ 10,000,000	
							AGGREGATE \$ 10,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	EWC0502191	08/19/2018	08/19/2019	☒ PER STATUTE ☐ 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)

The City of Pembroke Pines is included as Additional Insured under General Liability for the work performed by the named insured for the certificate holder where required in a written contract. Waiver of subrogation in favor of The City of Pembroke Pines is included on General Liability where required in a written contract.

CERTIFICATE HOLDER

CANCELLATION

The City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2018

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 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 Gunn Mowery, LLC P O Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 FAX (A/C, No): (717) 761-6159 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20281
INSURED Penn Credit Corp 2800 Commerce Dr Harrisburg PA 17110		

COVERAGES**CERTIFICATE NUMBER:** 18-19 Crime**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			68035829	08/19/2018	08/19/2019	Employee Dishonesty 5,000,000 Forgery or Alteration 1,000,000 Computer Fraud 1,000,000

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

City of Pembroke Pines is listed as joint payee on the above policy. 30 days advance notice of cancellation to the named insured per policy.

CERTIFICATE HOLDER**CANCELLATION**City of Pembroke Pines
601 City Center Way

Pembroke Pines

FL 33025

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/2019

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 PATRIOT INSURANCE AGENCY 13901 U.S. Highway 1 Suite 8 Juno Beach FL 33408	CONTACT NAME: Tina Tower PHONE (A/C, No, Ext): (561) 694-1776 E-MAIL ADDRESS: tina@gopatriotinsurance.com FAX (A/C, No): (561) 694-1774
INSURED Penn Credit Corp & Central Credit Control 1 To Be Given Palm Beach Gardens FL 33418	INSURER(S) AFFORDING COVERAGE INSURER A: Allied Insurance Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL1882202284**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ACP3027739692	06/15/2018	06/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Fellow employee liability \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

FINANCIAL SERVICES

RE: 2017 LEXUS RCFRWD JTHHP5BC8H5006144

CERTIFICATE HOLDER**CANCELLATION**City of Pembroke Pines
601 City Center Way

Pembroke Pines

FL 33025

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

ADDITIONAL COVERAGES

Ref #	Description Medical payments				Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description Comm Auto Plus Cov				Coverage Code APLUS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$328.00		

Ref #	Description Uninsured motorist combined single limit				Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description PIP-Basic				Coverage Code PIP	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2018

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.

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PRODUCER Gunn Mowery, LLC P O Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 FAX (A/C, No): (717) 761-6159 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Indian Harbor Insurance Company NAIC # 36940
INSURED Penn Credit Corp 2800 Commerce Drive P O Box 988 Harrisburg PA 17104	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 18-19 Cyber**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber			MTP9037449	08/19/2018	08/19/2019	Limit \$10,000,000 Deductible \$50,000

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

City of Pembroke Pines is an Additional Insured as respects to Cyber Coverage when required by written contract. 30 day written notice of cancellation applies. Waiver of Subrogation applies in respects to Cyber Coverage when required by written contract prior to loss.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2018

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PRODUCER Gunn Mowery, LLC P O Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Angela Mackey PHONE (A/C, No, Ext): (717) 761-4600 FAX (A/C, No): (717) 761-6159 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Indian Harbor Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 36940
INSURED Penn Credit Corp 2800 Commerce Dr. P O Box 988 Harrisburg PA 17104		

COVERAGES**CERTIFICATE NUMBER:** CL18102621785**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			MPP9035930 01	11/01/2018	11/01/2019	Each Claim \$5,000,000 Policy Aggregate \$5,000,000 Deductible \$75,000

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

City of Pembroke Pines is an Additional Insured in respects to the E & O policy when required by written contract prior to a loss. Waiver of Subrogation applies in respects to E & O policy when required by written contract prior to loss. 30 day written notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	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
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NOTEPAD:

HOLDER CODE

INSURED'S NAME

Penn Credit Corporation

PENNC-3

OP ID: MN

PAGE 2

Date 12/20/2018

Sixty (60) day notice of cancellation applies to General Liability with the exception of a ten (10) day notice for non-payment of premium.

A.M. Best Rating:

Cincinnati Insurance Co.: A+