



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**

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- 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: Proposer's Completed Qualification Statement
- Attachment J: Sample Insurance Certificate
- Attachment K: Specimen Contract/Agreement (Professional – Debt Collection Services)
- Attachment L: Vendor Certification Regarding Scrutinized Companies List
- Attachment M: Collection Success Rate

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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

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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

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

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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

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- 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:

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- 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.

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- 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.

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- 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

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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: Proposer's Completed Qualification Statement
9. Attachment L: Vendor Certification Regarding Scrutinized Companies List

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*

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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

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Calculation:

Firm "A": Lowest price and receives 25 points

Firm "B": $\$10,000/\$15,000 \times 25 \text{ points} = 16.67 \text{ points}$

Firm "C": $\$10,000/\$20,000 \times 25 \text{ points} = 12.50 \text{ points}$

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 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.

Draft Document for Commission Review



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “FN-18-01” dated 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:	Submit pricing via BidSync



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."

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 «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 COLELCTOR 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



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 had 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 a 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, Cheroft, 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.

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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)

Draft Document for Commission Review



City of Pembroke Pines

Attachment M

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 1 Year				
Over 1 Year				