

**DEBT COLLECTION SERVICES  
REQUEST FOR PROPOSAL  
SECTION A**

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**DEBT COLLECTION SERVICES  
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SECTION A**

**INTRODUCTION:**

The Clerk of Court of Brevard County is requesting proposals from collection firms with experience in public debt collection willing to undertake the collection of delinquent accounts. The Clerk typically turns over accounts for collection after delinquent for a period of 90 days. The collection items may include, but are not limited to:

- Animal Enforcement fines
- Civil/Dependency/Family fees
- Criminal fines and court costs
- Juror Contempt fines
- Juvenile fines and court costs
- Parking fines
- Public Defender fees and liens
- Traffic fines

The Clerk will award contracts to three (3) Contractors. Each Contractor will receive one-third of the initial delinquent account placement. The awarded three (3) Contractors will pursue collection of assigned accounts for periods of 180 days. The collection efforts of the three (3) Contractors will be evaluated every 180 days. The Contractor with the highest collection return rate will be awarded a higher percentage of future delinquent account placements. The remaining two (2) Contractors will be awarded a reduced percentage of future delinquent account placements.

The evaluations will include an analysis of the collection rate return for each Contractor using date frames of the debt. This will allow a better comparison of the collection activity by age of the debt. If it is determined that one (1) of the Contractors is performing significantly better than the other two (2) Contractors at collecting the older debt, the debt may be recalled from the lower performing Contractors and placed with the higher performing Contractor.

**A pre-proposal meeting is scheduled for October 25, 2011, at 9:30 a.m. Eastern Time, at the Brevard Room, 518 South Palm Avenue, Titusville, FL 32780.**

**1.0 CONTRACT SCOPE AND STATEMENT OF WORK**

The awarded Contractor must be prepared to devote substantial personnel time and resources to this undertaking to assure a major, aggressive effort is made to collect the delinquent accounts without undue delay and to report promptly, completely and accurately all collection activities. The Clerk proposes to enter into a one (1) year contract with an option to renew up to four (4) additional one (1) year periods with three (3) Contractors to undertake aggressive efforts to collect debts as described in Section B. Any agreement entered into as a result of this Request for Proposal (RFP) is non-exclusive. The services to be performed shall include the following:

- 1.0.1 Each Contractor shall undertake collection of delinquent accounts as described in Section 1.0 and that are referred to the Contractor(s) no less than 90 days after becoming delinquent.

- 1.0.2 Each Contractor must have the ability and resources for collecting in the State of Florida as well as out-of-state collections.
- 1.0.3 Perform collection activities including, but not limited to, formally demanding payment of each collection item and/or seeking an arrangement satisfactory to the Clerk under which the collection item will be paid.
- 1.0.4 Each Contractor shall have the ability to accept and update daily adjustments to amounts and/or due dates.
- 1.0.5 Each Contractor shall have the ability to accept and update daily recall requests.
- 1.0.6 Each Contractor shall have the ability to accept a previously recalled record back as an active account.
- 1.0.7 Each Contractor shall provide the Clerk a periodic listing of address updates on debtors when the Contractor locates and confirms validity of new addresses.
- 1.0.8 Collection shall be subject to all applicable federal, state, and local laws, rules, and regulations.
- 1.0.9 Contractor shall provide electronic and prompt remittance of collections and all collection substantiating documentation to the Clerk via a pipe delimited file.
  - 1.0.9.1 Electronic transmission of previous day's collection data shall be received no later than 6 am the following morning.
  - 1.0.9.2 Electronic funds transfer (EFT) shall be received once per week.
- 1.0.10 Each Contractor shall maintain appropriate records, including financial records that can be audited.
- 1.0.11 Each Contractor shall provide easily accessible web access to real-time account status by multiple Clerk staff simultaneously.
- 1.0.12 Each Contractor shall provide a summary of terms or abbreviations used on the Contractor's application to enable clerks to decipher activity on accounts.
- 1.0.13 Each Contractor shall provide periodic performance and management reports detailing individual account information in accordance with Section 1.0.19.
- 1.0.14 Each Contractor shall initiate Credit Agency notifications any accounts as previously approved by the Clerk.
- 1.0.15 Each Contractor shall not litigate or compromise any undisputed debt for less than its full value.
- 1.0.16 Each Contractor shall submit any disputed amount to the Clerk for review and research before continuing with the collection process.
- 1.0.17 Each Contractor shall refer any debt it deems to be collectible through litigation to the Clerk for authorization to pursue further collection efforts.

- 1.0.18 The Clerk will review and have final editorial approval of all printed formats of collection notices and telephone scripts used by the Contractor for collection of past due accounts.
- 1.0.19 Each Contractor shall provide the following reports via a pipe delimited file to the Clerk for each account assigned to the Contractor:
- 1.0.19.1 Acknowledgement Report – Number of files and dollar amount received from the Clerk upon receipt of electronic file: **Weekly**
  - 1.0.19.2 Collection Report – Number of accounts/Listing of accounts and amount remitted, and date of collection: **Daily**
  - 1.0.19.3 Cancel and Return Report Inventory Listing: **Weekly**
  - 1.0.19.4 Inventory Listing: **Weekly**
  - 1.0.19.5 Credit Reporting Service Notification: **Weekly**
  - 1.0.19.6 Other reports that may directly relate to the scope of services or other such reports mutually agreed upon may be requested as needed.
- 1.0.20 All payments shall be made directly to the Contractor(s). Each Contractor will retain the collection fees and report the amounts with each transmittal of collections to the Clerk.
- 1.0.21 Each Contractor will describe forms of payment allowed for payment by debtors. If the Contractor allows payment by check, the Contractor will specify the period for check clearance and remittance to the Clerk. The debtor will also be informed of this time period.
- 1.0.22 Each Contractor shall be responsible for any insufficient funds accepted by the Contractor.

## 1.1 Conflict of Interest

Any prospective Contractor must make an affirmative statement to the effect that a contract with their firm, if selected, will not result in a conflict of interest with any party which may be affected under this program. Alternatively, should any potential or existing conflict be known by a prospective Contractor, said prospective Contractor must specify the party with which the conflict exists and whether prospective Contractor would or would not step aside or resign from that engagement or representation creating the conflict in favor of the Clerk.

## 1.2 Proposed Schedule

Issue Request for Proposal	October 11, 2011
Pre-proposal Meeting	October 25, 2011
Last day to submit questions or requests for clarification	October 28, 2011
Proposal Closing Time and Date	11:00 a.m. EST November 14, 2011
Evaluation Committee Review Proposals and Short List	TBD
Oral Presentations to Committee and Ranking	TBD
Presentation to Clerk Commission for Award	TBD

### 1.3 Questions Concerning RFP/No Contact Provision

Contractors are hereby notified not to contact any member of the Selection Committee or any member of the Clerk's Office staff, except as provided herein regarding this proposal until such time, as a contract has been awarded. All inquiries pertaining to this RFP shall be directed through the Compliance & Collections Department. Failure to abide by this condition of the RFP may be cause for rejection of the Contractor's proposal.

Questions concerning any portion of this RFP shall be directed via email to [LeAnn.Richardson@BrevardClerk.us](mailto:LeAnn.Richardson@BrevardClerk.us) or in writing to Ms. Richardson who shall be the official point of contact for this RFP. Questions should be submitted no later than October 28, 2011.

Mark envelope(s) and submit questions to:

QUESTION: RFP for Debt Collections Services

LeAnn Richardson  
Compliance & Collections Department  
Clerk of Court  
P. O. Box 219  
Titusville, FL 32781-0219

Fax: (321) 264-5228

### 1.4 Proposal Closing Date and Time

- 1.4.1 The original proposal and six (6) copies of the proposal must be received by the Clerk no later than 1100 a.m. EST on November 14, 2011. Proposals received after this time will not be considered.
- 1.4.2 The names of the firms submitting proposals will be read aloud at this time. No details of the proposals will be released until the recommendation for award is announced. (See also Section 3.9 Disclosure of Proposal Content)

### 1.5 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes will not be accepted):

Mark envelope(s):

RFP for Debt Collections Services  
LeAnn Richardson, Compliance & Collections Department  
Clerk of Court  
P. O. Box 219  
400 South Street, Suite 1B  
Titusville, FL 32781-0219

**Note\*\*** Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your proposal to the Compliance & Collections Department at the above address. To be considered, **a proposal must be accepted in the Compliance & Collections Department prior to the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach the Compliance & Collections Department in time.

## **1.6 Definitions**

Contractor – The firm or agency awarded a contract in accordance with the Request for Proposal.

Clerk – The Clerk of Court of Brevard County, Florida.

## **1.7 Use by Other Governmental Organizations**

Should another governmental organization in the State of Florida desire one or more of the herein described Debt Collection Services through the cooperative use of any Agreement entered as a result of this Request for Proposal, the Contractor may provide such service(s) to such organization for the same compensation outlined in the Agreement. Notwithstanding any provision to the contrary, the Clerk shall not be responsible for the provision of staff or the costs of such services. Any other governmental organization shall be responsible for execution of its own requirements with the Contractor.

## **2.0 CONTRACTOR REQUIREMENTS**

2.0.1 The awarded Contractors shall have sufficient personnel available to proceed promptly and simultaneously for the collection of all collection items.

2.0.2 Personnel devoted to this collection effort shall be competent, qualified, and experienced to assure an aggressive, vigorous collection effort with a substantial likelihood of success. Personnel profiles shall be submitted.

2.0.3 The awarded Contractors must have sufficient financial capacity, working capital, and other financial, technical, and management resources to perform the contract. Evidence of financial stability as indicated by the latest audited financial statement will be an important aspect of this evaluation (no older than 18 months). In addition, the Contractors should supply the previous year's audited financial statement. Financial references such as banks or other lending agencies having knowledge of your credit history will be another important aspect of this evaluation.

2.0.4 During the term of the contract, the awarded Contractors shall provide, pay for, and maintain with companies satisfactory to the Clerk, insurance as described in Section C. Proof of registration required of a consumer and commercial collection Contractor to do business in the State of Florida will be required with the submission of your proposal.

2.0.5 The awarded Contractors shall have sufficient information technology capabilities to provide the Clerk with detailed and timely reports indicating collection efforts and monies recovered. Reports shall be provided pursuant to the aforementioned schedule (see 1.0.22) and upon request.

## **3.0 GENERAL INFORMATION, TERMS AND CONDITIONS**

### **3.1 Americans with Disabilities Act**

In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the Clerk's Office no later than 48 hours prior to any meeting at 321-637-6500 ext. 49182 for assistance.

## 3.2 Clarification and Addenda

- 3.2.1 It is incumbent upon each respondent to carefully examine these specifications, terms, and conditions. Any inquiries, suggestions or requests concerning interpretation, clarification, or additional information shall be made in writing (facsimile transmissions acceptable) through the person listed above. The Clerk shall not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.
- 3.2.2 If it becomes necessary to revise or amend any part of this RFP, notice shall be given to all prospective Contractors who were sent a RFP. Failure to acknowledge receipt of amendments by the Contractors in their proposal may be cause for rejection of the proposal. It is incumbent upon each Contractor to ensure that they have received all addendum and amendments to this RFP **before** submitting their proposals.

## 3.3 Proposal Format

- 3.3.1 This RFP requires a detailed proposal that includes all information requested, as outlined in Section 2.0, Contractor Requirements. **An original, marked "ORIGINAL", and six (6) copies, each marked "COPY", are required (seven total proposal packages).** Failure to provide the required number of copies may disqualify the proposal.
- 3.3.2 The original proposal must be signed by an official authorized to legally bind the Contractor to its provisions and shall contain a statement that the proposal shall remain valid for at least ninety (90) calendar days from the proposal closing date.
- 3.3.3 Terms and conditions differing from those in this RFP shall be cause for disqualification of the proposal.

## 3.4 Incurred Expenses

This RFP does not commit the Clerk to award a contract, nor shall it be responsible for any cost or expense which may be incurred by the Contractor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Contractor prior to the execution of a contract agreement.

## 3.5 Proposal Acceptance/Rejection

The Clerk reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with any Contractor, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the Clerk.

## 3.6 Post Bid Discussions with Contractors

It is the Clerk's intent to commence final contract negotiations with the Contractors deemed most advantageous to the Clerk in accordance with the evaluation criteria specified elsewhere in this RFP. The Clerk reserves the right, however, to conduct post-bid discussions with any Contractor possessing

a realistic possibility of contract award including request for additional information and request for "best and final" offers.

### **3.7 Presentations by Contractors**

The Clerk, at its sole discretion, may ask any Contractor to make an oral presentation and/or demonstration without charge to the Clerk. The Clerk reserves the right to require any Contractor to demonstrate to the satisfaction of the Clerk that the Contractor has the fiscal and technical ability to the services as proposed. The demonstration must satisfy the Clerk and the Clerk shall be the sole judge of compliance.

### **3.8 Governing Laws**

Except to the extent Federal law is applicable, the interpretation, effect and validity of any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Brevard County. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### **3.9 Disclosure of Proposal Content**

3.9.1 All proposals shall be held confidential to the extent permitted by law from parties other than the Clerk until the recommendation for award is made.

3.9.2 Brevard County is governed by the Public Record Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081 Florida Statutes shall be exempt from disclosure. In the event that a Contractor submits trade secret information, the information must be clearly labeled **Trade Secret**. The Clerk will maintain the confidentiality of such trade secrets to the extent provided by law.

3.9.3 All material submitted becomes the property of the Clerk and may be returned only at the Clerk's option. The Clerk has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

### **3.10 Minimum Requirements**

The attached requirements, Section 1.0, Scope of Service and Section 2.0, Contractor Requirements, are the minimum performance requirements for this proposal. They are not intended to limit competition nor specify any particular Contractor. All proposals shall be considered having met or exceeded each item listed in the scope of work unless specifically otherwise noted. Any exceptions or alternates must be clearly identified and explained in writing and included in the proposal.

### **3.11 Contract**

3.11.1 The content of this RFP, all addenda, and all provisions of the successful proposal deemed pertinent by the Clerk may be incorporated into a contract and become legally binding.

3.11.2 The initial term of the ensuing contract(s) shall be for one (1) year following award. The contract(s) may be renewed for up to four (4) additional one-year periods under the same terms and conditions, with the mutual consent of the Clerk and the Contractor(s).

- 3.11.3 If the Contractor fails to properly perform the conditions of the contract, in the sole opinion of the Clerk, the Clerk will communicate to the Contractor in writing the problem(s) that exist. The Contractor shall have up to ten (10) calendar days to rectify the problem(s). If the same or other problems persist or recur, the Clerk may immediately cancel the contract by advising the Contractor in writing.
- 3.11.4 The Clerk reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.
- 3.11.5 Termination or cancellation of the contract shall not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).
- 3.11.6 Termination or cancellation of the contract shall not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract.

### **3.12 Right to Audit Records**

In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1) Florida Statutes.

### **3.13 Award**

The Clerk reserves the right to award the contracts to the Contractors which the Clerk deems to offer the best overall proposal(s). The Clerk is therefore not bound to accept a proposal on the basis of lowest price and further, the Clerk has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the Clerk's best interests to do so.

### **3.14 Evaluation Process**

- 3.14.1 A Selection Committee will evaluate proposals. The Compliance & Collections Department will be responsible for the evaluation process and LeAnn Richardson will be the sole point of contact for all Contractors. In addition to the materials provided in the written responses to this RFP, the Selection Committee may request additional material, information, or references from the Contractor or from others.
- 3.14.2 The overall perspective of the Selection Committee will be the examination of each response to determine how effectively it satisfies the RFP within the guidelines listed below in the context of providing the services that maximizes the benefits and minimizes costs to the Clerk.
- 3.14.3 The evaluations will be completed in a two-step process. In step one (1); the Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The

Committee will score and rank all responsive proposals and determine a short list to be finalists for further consideration. In step two (2); the Committee may hear presentations from the short list of finalists and re-score and rank the finalists for final determination of award.

### **3.15 Licenses and Certificates**

Each Contractor must be licensed to do business in its area of expertise in the State of Florida. Each contractor shall submit with their proposal a copy of such required licenses and shall maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

### **3.16 Insurance**

Each Contractor shall maintain the appropriate insurance(s) required to perform the respective operation(s) and activities proposed as required by State Statutes and regulations. Each Contractor shall have a minimum of \$1,000,000 in professional liability coverage.

### **3.17 Duty of Continuing Disclosure of Legal Proceedings**

Commencing after the effective date of the contract, the Contractor must disclose any pending or prior civil or criminal litigation, investigations, arbitration, or proceedings including voluntary or involuntary bankruptcy, involving the Contractor (and each Subcontractor) or any of its officers or directors (Proceeding) in a written statement to the Contract Manager within 15 days after the effective date of the contract or of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

In the event that any such Proceeding reported pursuant to this section or Proceedings of which the Clerk otherwise becomes aware, during the term of the contract, causes the Clerk to be concerned about:

3.17.1 The Contractor's (or Subcontractor's) financial stability and ability to perform the contract in accordance with its terms and conditions, and

3.17.2 Whether the Contractor (or Subcontractor) in performing services for the Clerk is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of the contract or a violation of Florida law, regulations or public policy.

The Contractor shall be required to provide the Clerk all reasonable assurances requested by the Clerk to demonstrate that:

3.17.3 The Contractor (and/or Subcontractor) will be able to perform the contract in accordance with its terms and conditions and

3.17.4 The Contractor (and/or Subcontractor) has not and will not engage in conduct in performing services for the Clerk which is similar in nature to the conduct alleged in such Proceeding.

### **3.18 On-Site Inspection**

The Clerk reserves the right to conduct on-site inspection of all collection locations prior to the awarding of the subject contract. The inspection will be for the purpose of verifying the Contractor's ability to perform the services required under this contract.

### **3.19 Assignment**

Any contracts awarded and issued pursuant to this RFP are not assignable, except with the written authorization by the Clerk.

### **3.20 Contractor's Responsibility**

A Contractor, by submitting a proposal, represents that:

3.20.1 The Contractor has read and understands the RFP and the proposal is made in accordance therewith, and

3.20.2 The Contractor is familiar with the local conditions under which this contract must be performed. The contractor possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the Clerk, and

3.20.3 It is understood and the Contractor agrees that the Contractor shall be solely responsible for all services provided. Notwithstanding the details presented in the RFP, it is the responsibility of the Contractor to verify the completeness of the requirements and its suitability to meet the intent of this RFP.

### **3.21 Representations**

The Contractor shall take all precautions that are reasonable, customary, and commercially practical to avoid providing the Clerk with any software that contains or introduces a virus which contaminates or damages the Clerk's equipment or its mainframe, network, personal computing or other operating environments, hardware including the hardware or software of any third party authorized to be connected to the Clerk's computing environments.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

Each proposal shall include such information solicited in this RFP, plus any additional data that the Contractor deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the order indicated below. The Contractor should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. This section must be prepared in a clear and concise manner and should thoroughly address each of the categories listed in Section 8.1 - Evaluation Criteria.

All proposals shall be submitted in a font size of not less than 9 (nine) and include at a minimum:

### **4.1 Tab 1 - Contractor Profile**

An executive summary highlighting the qualifications of your firm must be submitted. This should include a brief resume of all partners and associates by whom the services are to be provided. The summary should also include a named officer of the company who will be the single point of contact for the Clerk to address questions or issues relating to the performance of the contract. A short corporate history of the company shall be submitted limited to five (5) pages.

4.1.1 List the name, business address, and telephone number of the individual that will act as the program manager for this contract. Provide a brief resume of the individual's background and skills in managing similar projects.

- Years of experience within the area of specialty
- Length of and type of service with the firm
- Knowledge of local government debt collection
- Education and formal training

4.1.2 Names, qualifications, and experience of those persons who will be assigned to work both directly and indirectly with or consult with Clerk staff. Individuals' resumes should include:

- Years of experience within the area of specialty
- Length of and type of service with the firm
- Knowledge of local government debt collection
- Education and formal training

4.1.3 Experience of the firm and staff with municipal and local government debt collection issues.

- Experience in public debt collection within the State of Florida
- Knowledge of federal, state, and local laws, rules, and regulations

4.1.4 Technical resources available to the Contractor in the pursuit of the collection of accounts.

## 4.2 **Tab 2 - References**

Each Contractor shall provide at least three (3) references of local or municipal government accounts for which the Contractor has provided the same or similar services during the past three (3) years limited to three (3) pages. Each reference shall include, at a minimum:

- Name and full address of organization
- Contact person for contract
- Contact person of the procurement authority
- Telephone number(s)
- Date of initiation of contract
- Brief summary comparing the referenced system to this proposed system

The Clerk, at its discretion, may contact any or all references listed or any other references known by the Clerk to have conducted business with the Contractor. Failure to provide references may disqualify the proposal.

## 4.3 **Tab 3 - Work Plan**

4.3.1 A work plan must be submitted, detailing your specific plans for effecting collection of the items described in Section B limited to ten (10) pages. The work plan should include:

- Identification of the key elements of the plan
- Identification of the services provided under the plan
- A discussion of the specific steps to be followed in seeking arrangements for payment of collection items without the need to levy execution or proceed with foreclosure. Discussion should include steps relative to both secured and non-secured debt and any specialized actions relevant to the needs of the Clerk.

- A discussion of the type of auditable financial records that will be maintained.
- A discussion of the remittance procedure required by Section 7.0.
- Explanation of your firm's technical resources and ability to provide information from the Florida Secretary of State, Department of Motor Vehicles, Division of Driver's Licenses, and all other sources of information. Also provide information on technical resources which would allow the Clerk to provide automated transmittal information to the Contractor and for the Clerk to receive payment transmittal information.
- Describe any electronic communication capabilities including receipt of payments from delinquent accounts via the Internet. Describe method of transfer of collections to the Clerk.

4.3.2 Provide a timeline for implementation of the plan.

**4.4 Tab 4 - Authorized Signature**

Your proposal shall be signed in the name of your firm by a general partner or by any other authorized representative. This section shall also contain the signed and notarized Proposal Invitation/Proposer Acknowledgement form and completed Insurance/Indemnification form.

**4.5 Tab 5 - Compensation**

4.5.1 Information on the desired compensation for services provided described in Section 6.

4.5.2 Description of any additional costs the Clerk might expect to pay for collection services outside those indicated in the Work Plan.

**4.6 Tab 6 - Conflict of Interest Disclosure/No Contact Provision**

All Contractors shall properly complete, have notarized, and attach with their proposal a statement as to their compliance with the Conflict of Interest Disclosure (Section 1.1) and the No Contact Provision (Section 1.3).

**4.7 Tab 7 - Financial Stability**

Indication of financial capacity to undertake the scope of services as indicated. Contents of this section should include all documentation and information as described in Section 2.0.3.

**4.8 Tab 8 - Sample Reports**

Provide samples of reports to the Clerk as described in Section 7.0.

**5.0 RIGHTS OF THE BREVARD COUNTY CLERK OF COURT**

The Brevard County Clerk of Court reserves the right to:

- 5.0.1 Reject any or all of the proposals.
- 5.0.2 Issue a subsequent Request for Proposal.
- 5.0.3 Cancel the entire Request for Proposal.

- 5.0.4 Remedy technical errors in the Request for Proposal process.
- 5.0.5 Establish a short list of Contractors eligible for oral presentations after review of proposals.
- 5.0.6 Award of a contract under this Request for Proposal establishes an exclusive agreement for the indicated services and does not preclude the Clerk from entering additional and/or separate contracts for similar services.

This Request for Proposal does not commit the Clerk to accept any proposal, nor does it obligate the Clerk to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The Clerk reserves the right to contract with any Contractor based solely on its judgment of the evaluation criteria.

## **6.0 PROPOSED CONTINGENT FEE**

Fees shall be proposed as percentages of gross collections of collection items. Such percentages may vary depending on the amount of the collection item to be collected and on the expected amount of work involved in effecting collection.

Fees shall be charged only as a percentage of the gross amount of collection items actually collected. Such fees shall be paid only with respect to the amounts of collections actually remitted to the Clerk. The Clerk will not award a fixed fee account.

The awarded Contractors are authorized to add an additional percentage as allowed under Section 28.246(6) Florida Statutes to offset collection costs on specific court fines and fees. The full or partial payment amount of the delinquent account will be remitted to the Clerk upon collection. The Clerk shall not be responsible for fees for checks returned for non-sufficient funds.

Discussion of fees should include any distinction in fees regarding those accounts requiring legal action versus those not requiring legal action.

## **7.0 REMITTANCE PROCEDURES: REPORTS**

7.0.1 Each proposal should provide a remittance procedure as follows:

- 7.0.1.1 As full or partial payment of collection items are collected by the awarded Contractors, they shall be remitted to the Clerk weekly. Each proposal should state how contingent fees will be paid.
- 7.0.1.2 Each remittance shall be accompanied by a dated report which, as to each collection item included in the remittance, shall state the name of the debtor, amount collected, amount remitted, unpaid balance of the collection item, and case or other identifying number or information.

7.0.2 In addition to reports to be submitted with remittances, each proposal shall provide that reports stating the status of collection efforts shall be submitted monthly.

## 8.0 EVALUATION OF PROPOSALS

A Selection Committee will evaluate proposals. The Compliance & Collections Department will be responsible for the evaluation process and LeAnn Richardson will be the sole point of contact for all Contractors. In addition to the materials provided in the written responses to this RFP, the Selection Committee may request additional material, information, or references from the Contractor(s) or from others.

The overall perspective of the Selection Committee will be the examination of each response to determine how effectively it satisfies the RFP within the guidelines listed below in the context of providing the services that maximizes the benefits and minimizes costs to the Clerk.

Each team member will evaluate their copy of the proposal independent of the others and provide a score on each section of the Technical proposal, based on quality, adequacy, professionalism, and sufficiency of presentation.

### 8.1 Evaluation Criteria

#### 8.1.1 Experience/Expertise - 30%

This criterion shall be evaluated on the basis of the firm's experience, references submitted and specialization in areas that are relevant to the services described in this Request for Proposal.

#### 8.1.2 Proposal Components - 20%

This criterion shall be evaluated on the basis of submission of all required documentation, the adequacy and quality of the technical elements of the proposal, and the content/presentation of the document.

#### 8.1.3 Resources - 25%

This criterion shall be evaluated on the basis of numbers of competent staff available to perform the services. Personnel profiles for employees who will work on the Clerk's contract shall be submitted. Computer capability as described in Section 4.0.

#### 8.1.4 Financial Capacity - 15%

This criterion shall be evaluated on the basis of financial capacity to undertake this collection effort. Evidence of financial stability as indicated by the latest audited financial statement will be an important aspect of this evaluation (no older than 18 months). In addition, Contractor(s) should supply the previous year's audited financial statement. Financial references such as banks or other lending agencies having knowledge of your credit history will be another important aspect of this evaluation.

#### 8.1.5 Proposed Contingent Fee - 10%

As described in Section 6.0.

## **9.0 AWARD**

Subject to the reservation of rights in Section 5.0, an award shall be made to the Contractor(s) whose proposal conforms to this RFP and is most advantageous to the Clerk. All proposals shall be valid for 120 days after the proposal opening.

Until a formal notice of award is issued by the Clerk, no communication by the Clerk, either written or oral, shall be interpreted as a promise that an award will be made.

**DEBT COLLECTION SERVICES  
REQUEST FOR PROPOSAL  
SECTION B**

**SUMMARY OF BAD DEBT**

Transfer of delinquent accounts currently placed with our primary and secondary debt contractors will occur 90 days from the effective date of the new contracts. All accounts currently placed with the exception of those accounts on a payment arrangement will be transferred accordingly:

- Approximately \$7,600,000 from our Primary Debt Contractor will be split between the three (3) Contractors
- Approximately \$55,000,000 from our Secondary Debt Contractor will be split between the three (3) Contractors

The total amount of outstanding debt currently placed with collections as of October 1, 2011 is as follows:

		<b>Number of Cases</b>	<b>Dollar Amount</b>
CF	Felony	46,080	\$19,728,078.15
CO	County Ordinance	687	116,670.22
CT	Criminal Traffic	55,880	14,085,888.78
IN	Civil Infraction	19,697	1,977,075.25
MM	Misdemeanor	79,632	14,631,590.32
MO	Municipal Ordinance	3,457	633,708.40
TR	Civil Traffic	85,788	11,490,443.81
CA	Circuit Civil	379	33,603.58
CC	County Civil	272	18,644.37
CP	Probate	5	712.33
DR	Domestic Relations	1,593	389,745.91
GA	Guardianship	333	22,541.58
SC	Summary Claims	928	50,264.98
<b>Grand Total</b>		<b>294,731</b>	<b>\$63,178,967.68</b>

The total amount of outstanding debt that is greater than **5 years** old but less than **10 years** old is as follows:

CF	Felony	15,012	\$ 5,867,682.88
CO	County Ordinance	206	31,295.71
CT	Criminal Traffic	13,045	3,564,827.58
IN	Civil Infraction	6,075	716,707.76
MM	Misdemeanor	18,648	3,441,786.04
MO	Municipal Ordinance	565	94,065.10
TR	Civil Traffic	20,039	2,332,724.81
CA	Circuit Civil	92	8,940.58
CC	County Civil	86	4,480.37
DR	Domestic Relations	279	56,310.43
SC	Small Claims	116	8,004.58
<b>Grand Total</b>		<b>74,163</b>	<b>\$16,126,825.84</b>

The total amount of outstanding debt that is greater than **10 years** old but less than **15 years** old is as follows:

		<b>Number of Cases</b>	<b>Dollar Amount</b>
CF	Felony	10,402	\$ 4,502,273.95
CO	County Ordinance	122	16,899.44
CT	Criminal Traffic	8,912	1,824,520.81
IN	Civil Infraction	2,828	273,128.68
MM	Misdemeanor	19,426	2,812,732.96
MO	Municipal Ordinance	562	78,761.65
TR	Civil Traffic	11,445	1,361,415.83
DR	Domestic Relations	2	356.00
SC	Small Claims	5	576.00
<b>Grand Total</b>		<b>53,704</b>	<b>\$ 10,870,665.32</b>

The total amount of outstanding debt than is greater than **15 years** old is as follows:

CF	Felony	6,544	\$ 3,023,902.48
CO	County Ordinance	70	6,069.33
CT	Criminal Traffic	7,528	1,183,801.65
IN	Civil Infraction	1,583	99,890.18
MM	Misdemeanor	11,541	1,541,739.10
MO	Municipal Ordinance	529	49,259.51
TR	Civil Traffic	4,753	534,241.97
DR	Domestic Relations	2	704.00
<b>Grand Total</b>		<b>32,550</b>	<b>\$ 6,439,608.22</b>

All accounts not in collection status as of the effective date of the contracts will be split between the three (3) Contractors as they become eligible for collection. We currently place between \$75,000 and \$100,000 per week. The breakdown of an average week is as follows

CF	Felony	46	\$ 13,102.40
CO	County Ordinance	1	418.06
CT	Criminal Traffic	87	22,551.09
IN	Civil Infraction	21	1,893.58
MM	Misdemeanor	69	13,479.12
MO	Municipal Ordinance	3	932.34
TR	Civil Traffic	124	24,322.78
CA	Circuit Civil	36	2,075.75
CC	County Civil	24	1,479.63
CP	Probate	2	275.00
DR	Domestic Relations	7	1,310.69
SC	Summary Claims	34	1,819.93
DP	Dependency	6	337.50
<b>Grand Total</b>		<b>460</b>	<b>\$ 83,997.87</b>

**DEBT COLLECTION SERVICES  
REQUEST FOR PROPOSAL  
SECTION C**

**INSURANCE AND INDEMNIFICATION REQUIREMENTS**

**MINIMUM INSURANCE REQUIREMENTS**

- 1.0** Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the Clerk of (1); certificate of insurance executed by the insurers listing coverage and limits, expiration dates, and terms of policies and all endorsements whether or not required by the Clerk, and listing all carriers issuing said policies and (2); a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.
- 1.0.1 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage". Contractor shall submit annually to the Clerk a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
- 1.0.2 Comprehensive Insurance covering employee dishonesty and theft, disappearance and destruction of money, and securities with minimum limits of \$250,000 per occurrence.
- 1.1** Each insurance policy shall include the following conditions by endorsement to the policy:
- 1.1.1 Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to the Clerk by certified mail to the Contract Manager, Compliance & Collections Department, P. O. Box 219, Titusville, FL 32781-0219. Contractor shall also notify the Clerk, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
- 1.1.2 Companies issuing the insurance policy or policies shall have no recourse against the Clerk for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 1.1.3 The term "Clerk" or "Clerk of Court" shall include all authorities, divisions, departments, and offices of the Clerk and individual members, employees thereof in their official capacities, and/or while acting on behalf of Clerk.
- 1.1.4 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Clerk to any such future coverage.

- 1.2 Contractor hereby waives subrogation rights for loss or damage against the Clerk.
- 1.3 The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract.

**INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the Clerk and their employees from all claims, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the products or services to be contracted, provided such claim, damage, loss or expense (1); is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting there from, and (2); is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor or any of their employees, or arises from a job related injury. The Contractor acknowledges adequate consideration for this agreement.

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ACCEPTED BY:

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**DEBT COLLECTION SERVICES  
REQUEST FOR PROPOSAL  
SECTION D**

**SELECTION COMMITTEE REPRESENTATIVES**

Mitch Needelman, Clerk of Court (or designee)

Laurie Rice, Chief Deputy Clerk (or designee)

Sean Campbell, Chief Deputy Clerk (or designee)

Michael McDaniel, Finance Director (or designee)

Aetna Brannen, Compliance & Collections Supervisor (or designee)

Charlene Amos, Assistant Compliance & Collections Supervisor (or designee)

**DEBT COLLECTIONS SERVICES  
REQUEST FOR PROPOSAL  
SECTION E**

**PROPOSAL CHECKLIST**

**The items indicated are required for submission with your proposal. Failure to submit any of the items may result in rejection of the proposal.**

1. Signed/Notarized Proposal Acknowledgement (Section 4.4)
2. Conflict of Interest Disclosure/No Contact Provision (Section 1.1 & Section 1.3)
3. Proof of Registration to do business in the State of Florida (Section 2.0.4)
4. List of references (Section 4.2)
5. Financial Statements and Proof of Financial Capacity (Section 2.0.3)
6. Completed Insurance/Indemnification Form (Section C)
7. One (1) original proposal marked "Original" and six (6) copies marked "Copy" (Section 1.4)

**ATTACHMENT 1  
DRAFT DOCUMENT**

**CONTRACT FOR SERVICES**

THIS **AGREEMENT** by and between the Clerk of Court of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "Clerk"), and \_\_\_\_\_ having its primary business location at, \_\_\_\_\_ (hereinafter the "Contractor").

**WITNESSETH**

**WHEREAS**, the Clerk is desirous of obtaining the services of an experienced, knowledgeable, and qualified firm to perform debt collection services in accordance with all applicable federal, state, and local laws, rules and regulations, and

**WHEREAS**, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida,

**NOW THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE WORK:** The Request for Proposal (RFP) document, any addenda, and the proposal submitted by the Contractor are hereby incorporated by reference into this Agreement. Unless modified by this Agreement or future amendments to this Agreement, the terms and conditions of those documents will be binding on the parties. The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation as needed to perform the following services:
  - a. The Contractor shall undertake collection of delinquent accounts no less than 90 days after becoming delinquent.
  - b. The Contractor shall have the ability and resources for collecting in the State of Florida as well as out-of-state collections.
  - c. The Contractor shall perform collection activities including, but not limited to, formally demanding payment of each collection item and/or seeking an arrangement satisfactory to the Clerk under which the collection item will be paid.
  - d. The Contractor shall have the ability to accept and update daily adjustments to amounts and/or due dates.
  - e. The Contractor shall have the ability to accept and update daily recall requests.
  - f. The Contractor shall have the ability to accept a previously recalled record back as an active account.
  - g. The Contractor shall provide the Clerk a periodic listing of address updates on debtors when the Contractor locates and confirms validity of new addresses.

- h. The Contractor shall be responsible for performing collection activities subject to all applicable federal, state, and local laws, rules, and regulations.
- i. The Contractor shall provide electronic and prompt remittance of collections and all collection substantiating documentation to the Clerk.
  - i. Electronic transmission of previous day's collection data shall be received no later than 6 am the following morning.
  - ii. Electronic funds transfer (EFT) shall be received once per week.
- j. The Contractor shall provide maintenance of appropriate records, including financial records that can be audited.
- k. The Contractor shall provide easily accessible web access to real-time account status by multiple Clerk staff simultaneously.
- l. The Contractor shall provide a summary of terms or abbreviations used on the Contractor's application to enable clerks to decipher activity on accounts.
- m. The Contractor shall provide the Clerk periodic performance and management reports detailing individual account information.
- n. The Contractor shall initiate Credit Agency notifications for any accounts as previously approved by the Clerk.
- o. The Contractor shall not litigate or compromise any undisputed bill for less than its full value.
- p. The Contractor shall submit any disputed amount to the Clerk for review and research before continuing with the collection process.
- q. The Contractor shall refer all debts it deems to be collectible through litigation to the Clerk for authorization to pursue further collection efforts.
- r. The Clerk will review and have final editorial approval of all printed formats of collection notices and telephone scripts used by the Contractor for collection of past due accounts.
- s. The Contractor shall provide the following reports electronically to the Clerk for each account assigned to the Contractor:
  - i. Acknowledgement Report – Number of files and dollar amount received from the Clerk upon receipt of electronic file: Weekly
  - ii. Collection Report – Number of accounts/Listing of accounts and amount remitted, and date of collection: Daily
  - iii. Cancel and Return Report Inventory Listing: Weekly
  - iv. Inventory Listing: Weekly
  - v. Credit Reporting Service Notification: Weekly
  - vi. Other reports that may directly relate to the scope of services or other such reports mutually agreed upon may be requested as needed.

- t. All payments shall be made directly to the Contractor. The Contractor will retain the collection fees and report the amounts with each transmittal of collections to the Clerk.
  - u. The Contractor will describe forms of payment allowed for payment by debtors. If the Contractor allows payment by check, the Contractor will specify the period for check clearance and remittance to the Clerk. The debtor will also be informed of this time period.
  - v. The Contractor shall be responsible for any insufficient funds accepted by the Contractor.
2. **COLLECTION DATA:** The Clerk shall furnish or provide the Contractor with the following:
- a. Provide name, case number(s), last known address, date of birth, social security number, mail forwarding information, etc., if known, from the information currently available to the Clerk.
  - b. Provide access to the Contractor, with proper notification, to all reports concerning any of the collection items.
  - c. Case information will be electronically transmitted via a pipe delimited file to the Contractor.
3. **TERM:** The term of the Agreement shall begin \_\_\_\_\_ and continue through \_\_\_\_\_. The Clerk shall have the option to renew this Agreement with 60 days prior written notice for four (4) additional one (1) year periods, at the same terms and conditions, with the mutual consent of the Clerk and the Contractor.
4. **PAYMENTS:** The Clerk shall pay the Contractor for services provided under this Agreement, on a contingency basis, the sum of \_\_\_\_\_ % of actual amounts collected where files are submitted by the Clerk to the Contractor electronically via a pipe delimited file. Where, under prior authorization of the Clerk, the Contractor provides legal services required in the collection of accounts, the Clerk shall pay the Contractor, on a contingency basis, the sum of \_\_\_\_% of the actual amounts collected. Payment to the Clerk of collected items shall be as follows: Wire transfer on a weekly basis with the Clerk. This weekly wire transfer would involve funds collected net of the Contractor's contingent fee. Any cost associated with the wire transfer will be paid for by the Contractor. If necessary, other methods may be agreed upon between the Contractor and the Clerk. The Clerk reserves the right to deduct from any Contractor invoice, an amount for defective or non-conforming work, or for work not provided but invoiced. The Clerk shall remit payment to the Contractor for payments of assigned accounts received directly by the Clerk in accordance with the Florida Prompt Payment Act, Florida Statute Section 218.70, and et seq.
5. **REPORTS:** As full or partial payment of collection items are collected by the Contractor, an electronic transmission of the previous day's collection data shall be received no later than 6 am the following morning. Each remittance shall be accompanied by a dated report. Each report shall detail each collection item included in the remittance and shall state the name of the person from whom collected, amount collected, amount remitted, unpaid balance of the collection item, and case or other identifying number or information. The Contractor will provide

monthly a report stating the status of collection efforts to the Clerk. Reports shall also detail the amount collected and the fee amount deducted.

6. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the Clerk and its employees from and against any and all claims, losses, liabilities, or damages, demands, and actions including payment of reasonable attorney's fees, arising out of or resulting from the negligent performance or failure of performance of the Contractor's obligations under this Agreement. Contractor shall not be liable for any claims, losses, liabilities, damages, demands, or actions to the extent caused by the negligence or willful misconduct of the Clerk and its employees. It is the intent of the parties that, where the negligence or willful misconduct of the Clerk or its employees is determined to have been contributory, the principals of comparative negligence as applied in the State of Florida shall be followed and each party shall bear the proportionate cost attributable to its own negligence or willful misconduct. In no event will Contractor be liable for lost profits/revenues from transferred accounts, unless such collections have been received by the Contractor and a loss is directly attributed to Contractor's negligent actions or omissions, or liable to the Clerk or third parties for any special, incidental or consequential damages, except as provided by law, or for the uncollectibility of any account under any circumstances. This Section shall survive the termination or expiration of the Agreement.
  
7. **MODIFICATIONS TO CONTRACT:** This contract, together with any exhibits, task assignments, and schedules constitute the entire contract between the Clerk and the Contractor and supersedes all prior written or oral understandings. This contract and any exhibits, task assignments, and schedules may only be amended, supplemented, or cancelled by a written instrument duly executed by the parties hereto.
  
8. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:
  - a. Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage". Contractor shall submit annually to the Clerk a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
  - b. Comprehensive Insurance covering employee dishonesty and theft, disappearance and destruction of money and securities with minimum limits of \$250,000 per occurrence.
  - c. Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by State of Florida Law, shall be provided for the Contractor's employees.
  - d. Insurance Certificates: Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to the Clerk by certified mail to the Contract Manager, Compliance & Collections Department, P. O. Box 219, Titusville, FL 32781-0219. Contractor shall also notify the Clerk, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and

nothing contained herein shall absolve the Contractor of this requirement to provide notice.

Companies issuing the insurance policy, or policies, shall have no recourse against the Clerk for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the Contractor.

The term "Clerk" or "Clerk of Court" shall include all authorities, divisions, departments, and offices of the Clerk and individual members, employees thereof in their official capacities and/or while acting on behalf of the Clerk.

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Clerk to any such future coverage.

9. **DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:** Commencing after the effective date of the contract, the Contractor must disclose any pending or prior civil or criminal litigation, investigations, arbitration, or proceedings including voluntary or involuntary bankruptcy, involving the Contractor (and each Subcontractor) or any of its officers or directors (Proceeding) in a written statement to the Contract Manager within 15 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

In the event that any such Proceeding reported pursuant to this section or Proceedings of which the Clerk otherwise becomes aware, during the term of the contract, causes the Clerk to be concerned about:

- a. The Contractor's (or Subcontractor's) financial stability and ability to perform the contract in accordance with its terms and conditions and
- b. Whether the Contractor (or Subcontractor) in performing services for the Clerk is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of the contract or a violation of Florida law, regulations, or public policy.

The Contractor shall be required to provide the Clerk all reasonable assurances requested by the Clerk to demonstrate that:

- c. The Contractor (and/or its Subcontractor) will be able to perform the contract in accordance with its terms and conditions and
- d. The Contractor (and/or its Subcontractor) has not and will not engage in conduct in performing services for the Clerk which is similar in nature to the conduct alleged in such Proceeding.

10. **ON-SITE INSPECTION:** The Clerk reserves the right to conduct on-site inspection of all collection locations prior to the awarding of the subject contract. The inspection will be for the purpose of verifying the Contractor's ability to perform the services required under this contract.

11. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

12. **GOVERNING LAW:** This agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
13. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.
14. **VENUE:** Venue for any legal action by any party to this agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.
15. **ASSIGNMENTS:** This Agreement, or any interest therein, including, but not limited to, any claim for monies due or to become due with respect thereto, shall not be assigned or delegated, or both, by the Contractor, without the prior written approval of the Clerk, which approval shall not be unreasonably withheld.
16. **TERMINATION:** If the Contractor fails to properly perform the conditions of the Contract, in the sole opinion of the Clerk, the Clerk will communicate to the Contractor in writing the problem(s) that exist. The Contractor shall have up to thirty (30) calendar days to rectify the problem(s). If the same or other problems persist or recur, the Clerk may immediately cancel the contract by advising the Contractor in writing. The Clerk reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the Contract shall not relieve the contractor of any obligations for any deliverables entered into prior to the termination to the Contract (i.e. reports, statements of accounts, etc. required and not received). Termination or cancellation of the Contract shall not relieve the Contractor of any obligations or liabilities resulting from acts committed by the Contractor prior to the termination of the Contract. Unless termination is a result of misconduct, upon any termination of this Agreement, (a) Contractor will continue its collection efforts with respect to the accounts assigned prior to and existing on the date of termination for a period of ninety (90) days; (b) Contractor will continue its collection efforts with respect to all accounts that have been referred by the Contractor to an attorney for the commencement of a lawsuit for collection and all accounts where payment arrangements are being met according to agreed-upon terms, until the conclusion of such lawsuit or payment arrangement; and (c) Clerk will pay Contractor the contingency fee with respect to the collections referenced in (a) and (b) above, regardless of when the collections are received and whether received by the Clerk or Contractor including litigation. If termination is due to misconduct, all accounts shall be immediately returned to the Clerk and no more payments will be due to the Contractor.
17. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee, or representative of the Clerk.
18. **RIGHT TO AUDIT RECORDS:** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1) Florida Statutes.

19. **UNAUTHORIZED ALIEN WORKERS:** The Clerk will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The Clerk shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.
20. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the Clerk their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.
21. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the Clerk, including any department, contractor, board or commission thereof, to provide services relating to this contract without written consent from the Clerk.
22. **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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
23. **USE BY OTHER GOVERNMENTAL ORGANIZATIONS:** Should another governmental organization in the State of Florida desire one or more of the herein described Debt Collection Services through the cooperative use of this Agreement, the Contractor may provide such service(s) to such organization for the same compensation outlined in the Agreement. Notwithstanding any provision to the contrary, the Clerk shall not be responsible for the provision of staff or the costs of such services. Any other governmental organization shall be responsible for execution of its own requirements with the Contractor.
24. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.
25. **NOTICE:** Notice under this agreement shall be given by certified mail or hand delivery as follows: Clerk of Court, Compliance & Collections Department, P. O. Box 219, 400 South Street, Titusville, FL 32781-0219 and Notice shall be given to the Contractor by certified mail or hand delivery as follows:\_\_\_\_\_.
26. **FORCE MAJEURE:** Notwithstanding anything to the contrary in this contract, no party shall have any liability to the other hereunder by reason of delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by Force Majeure, meaning (but not limited to) any Acts of God, storm, war, civil commotion, terrorism, labor disputes or strikes, fire, flood, or other casualty, governmental actions or inactions, priorities, or regulations; or any cause beyond the parties' direct and immediate control. The parties shall have such additional time within which to perform as may be reasonably necessary should any such event occur.

- 27. **LIABILITY:** Except for collection revenue collected by the Contractor but not turned over under this program, Contractor's total, aggregate liability, whether in contract including, but not limited to, indemnification liability, tort, or otherwise shall not exceed \$100,000.
- 28. **REPRESENTATIONS:** The Contractor shall take all precautions that are reasonable, customary, and commercially practical to avoid providing the Clerk with any software that contains or introduces a virus which contaminates or damages the Clerk's equipment or its mainframe, network, personal computing or other operating environments, hardware including the hardware or software of any third party authorized to be connected to the Clerk's computing environments.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

**CLERK OF COURT  
BREVARD COUNTY, FLORIDA**

**CONTRACTOR**

By: \_\_\_\_\_  
Mitch Needelman, Clerk

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Name of Company, Agency, or Firm

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Area Code/Telephone Number