

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE , 2nd Floor – Pensacola, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805
<http://www.myescambia.com/departments/purchasing>

CLAUDIA SIMMONS
Purchasing Manager

CERTIFICATION OF CONTRACT

TITLE: Collections Services for Escambia County Public Safety EMS

CONTRACT NO.: PD 08-09.014

AWARD DATE: January 19, 2009

EFFECTIVE DATE: February 5, 2009

AWARD: That the Board award a contract PD 08-09.014, Collections Services for Escambia County Public Safety EMS”, to United Collection Service, Inc., effective date February 5, 2009, for a period of thirty-six months, with an option to extend the contract for two additional twelve-month periods, at the proposed commission rates of 18.5% (primary placement) and 30% (secondary placement) of amount collected, in accordance with the terms and conditions of the solicitation.

STATUS: In its meeting held January 5, 2012, the Board extended the Contract for Collection Services for Escambia County Public Safety EMS, PD 08-09.014, for a 12-month period, effective February 5, 2012.

CONTRACTOR(S): United Collection Services Inc

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Joe Pillitary Jr., CPPB, CPPO/850.595.4878/695.4878)

E-MAIL :joe_pillitary@co.escambia.fl.us

- A. **AUTHORITY** - Upon affirmative action taken by the Board of County Commissioners on January 22, 2009, a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of Collection Services as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. **VENDOR PERFORMANCE EVALUATION FORM** - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

ORDERING INSTRUCTIONS

United Collection Services, Inc

ALL ORDERS SHOULD BE DIRECTED: TO: United Collection Services Inc.

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 202834417

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER:

VENDOR NAME: United Collection Services Inc.

STREET ADDRESS OR P.O. BOX: 106 Commerce Street

CITY, STATE, ZIP CODE: Lake Mary, Florida 32746

CONTACT PERSON: Tom Hynes, President

PHONE #: 407.833.8900, Ext., 1130 TOLL FREE#: NA FAX#: 407.833.8930

E-MAIL ADDRESS: _____

HOME PAGE ADDRESS: _____

EMERGENCY CONTACT PERSON: Tom Hynes, President

PHONE#:407.833.8900 CELL#: _____ PAGER#: _____

DISASTER SERVICE CONTACT PERSON: Tom Hynes, President

HOME ADDRESS: _____

HOME PHONE#: _____ CELL#: _____ PAGER#: _____

TERMS OF PAYMENT: NET 30 DAYS 2% 10th PROX _____

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: Yes _____ No

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: Yes _____ No

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
COLLECTION SERVICES FOR ESCAMBIA COUNTY PUBLIC SAFETY EMS
SPECIFICATION PD 08-09.014**

● **HOW TO SUBMIT YOUR PROPOSAL**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (SIX (6) COPIES WITH TWO (2) COPIES SIGNED WITH ORIGINAL SIGNATURE
- PROPOSAL FORMS (SIX (6) COPIES WITH TWO (2) COPIES SIGNED WITH ORIGINAL SIGNATURE
- BID SURETY (BOND, CHECK, ETC.)
- VENDOR QUESTIONNAIRE FOR COLLECTION SERVICES

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PURSUANT TO SECTION (287.133) (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S), AND/OR REGISTRATION(S)

● **BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:**

PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

● **THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:**

CERTIFICATE OF INSURANCE
PAYMENT AND PERFORMANCE BONDS

● **HOW TO SUBMIT A NO PROPOSAL**

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "**REASON FOR NO PROPOSAL**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL
ONLY.**

DO NOT RETURN WITH YOUR PROPOSAL

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

COLLECTION SERVICES FOR ESCAMBIA COUNTY PUBLIC SAFETY EMS

SPECIFICATION NUMBER PD 08-09.014

PROPOSALS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, Tuesday, December 2, 2008

**213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Gene Valentino, Chairman
Marie Young, Vice Chairman
Grover Robinson IV
D. M. "Mike" Whitehead
Kevin W. White**

Procurement Assistance:

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator, Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4805

Technical Assistance:

Pat Kostic
T.Q.A. Manager for EMS
Public Safety EMS
6575 N. "W" Street
Pensacola, FL 32505
Tel: (850) 471-6400
Fax: (850) 471-6515

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awarded vendor until such time as the contract is executed by the last party to the transaction.

**Collection Services For Escambia County Public Safety EMS
PD 08-09.014**

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SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

**Joseph F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator**

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4878 Fax No: (850) 595-4805

Request for Proposal

**Collection Services For
Escambia County Public Safety EMS**

SOLICITATION NUMBER PD 08-09. 014

SOLICITATION

MAILING DATE: **Monday, November 17, 2008**

OFFERS WILL BE RECEIVED UNTIL: **3:00 p.m., CST, Tuesday, December 2, 2008** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

**Failure to execute this Form binding the proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

* _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and Conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By _____ County Administrator _____ Date

By _____
Signature of Person Authorized to Sign _____ Date

WITNESS _____ Date

ATTEST: _____
Corporate Secretary _____ Date

WITNESS _____ Date

[CORPORATE SEAL]

ATTEST: _____
Witness _____ Date

Awarded Date _____

ATTEST: _____
Witness _____ Date

Effective Date _____

PROPOSAL FORM
Specification Number PD 08-09.014
Collection Services For Escambia County Public Safety EMS

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

The undersigned, Hereinafter called "Proposer", having visited the sites of the proposed project and familiarized himself with the local conditions, nature and scope of the work, and having carefully developed an acceptable method of providing services as described herein, and having carefully examined the form of agreement and contract documents shall furnish all materials, labor, services and any other items for the proper execution of contract number **PD 08-09.014** at the proposed price stated within this proposal, subject to negotiations and final and best offers.

Percentage collection based on Revenues collected: _____ % of amount collected

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

State of Florida Department of State Certificate of Authority
 Document Number _____
 Occupational License No. _____

Proposer: _____
 By: _____
 Signature: _____

Florida DBPR Contractor's License, Certification and/or
 Registration No. _____

Title: _____
 Address: _____

Type of Contractor's License, Certification and/or
 Registration _____
 Expiration Date: _____

Person to contact concerning this bid:
 Phone/Toll Free/Fax # _____

Terms of Payment
 (Check one) Net 30 Days ___ 2% 10th Prox ___

Home Page Address: _____
 Person to contact for emergency service
 Phone/Cell/Pager #: _____

Will your company accept Escambia County Purchasing
 Cards? Yes _____ No _____.

Person to contact for disaster service:

Will your company accept Escambia County Direct
 Payment Vouchers? Yes _____ No _____.

County Permits/Fees required for this project:

Home Address: _____

<u>Permit</u>	<u>Cost</u>
_____	_____

Home Phone/Cell/Pager : _____

Proposal Form Continued.
PD 08-09.014
Collection Services For Escambia County Public Safety EMS

Attached to proposal you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **\$1,000.00**.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

Purchasing Agreements with other Governmental Agencies

Accept provisions of Purchase Agreement with other Governmental Agencies. yes no

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

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 19 _____

Personally known _____

OR produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business _____

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation, which vary from these General Terms and Conditions, shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com/departments/purchasing>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 08-09.014, "Collections Services For Escambia County Public Safety EMS",
Name of Submitting Firm, Time and Date due.**
**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark
airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The Board of County Commissioners of Escambia County is seeking the professional services of a qualified collections agency to perform the collections of the Emergency Medical Services Department unpaid accounts (bad debts).

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Procurement Questions**

Procurement questions may be directed to:
Joe Pillitary, CPPO, CPPB, Purchasing Coordinator
850-595-4878 (Telephone), 850-595-4805 (Fax).

Technical questions may be directed to:
Pat Kostic, EMS Manager
850-477-6400 (Telephone), 850-471-6515 (Fax).

4. **Proposal Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Proposal Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. **Payment**

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

Contract Information

6. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

7. Option to Extend the Term of the Contract

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 5.5 years.

8. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

9. Licenses and Permits

It shall be the responsibility of the awarded vendor to obtain, at no additional cost to Escambia County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Purchasing Manager, Office of Purchasing or his/her designee.

Insurance Requirements

10. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers

It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VIII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverage for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that

subcontractor's work, such of the insurance coverage described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Contractor shall also purchase any other coverage required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, CPPO, CPPB, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

11. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Part I General Information

- 1-1 Purpose
- 1-2 Objective
- 1-3 Issuing Officer
- 1-4 Contract Consideration
- 1-5 Rejection
- 1-6 Inquiries
- 1-7 Addenda
- 1-8 Schedule
- 1-9 Proposal Content and Signature
- 1-10 Negotiations
- 1-11 Recommended Proposal Preparation Guidelines
- 1-12 Prime Contract Responsibilities
- 1-13 Disclosures
- 1-14 Method of Payment
- 1-15 Exemption

Part II Information Required from Contractors

- 2-1 Experience and Qualifications
- 2-2 Understanding the Problem
- 2-3 Work Plan
- 2-4 Manpower
- 2-5 Additional Information and Comments
- 2-6 Agency Staff Selection

Part III Criteria for Selection

Part IV Scope of Work

Part V Vendor Questionnaire for Collection Services

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the professional services of a qualified collections agency to perform the collections of the Emergency Medical Services Department unpaid accounts (bad debts).

1-2 OBJECTIVE

The primary objective of The RFP is the selection of the most qualified and experienced collection service provider for Escambia County Public Safety Emergency Medical Services (EMS).

1-3 ISSUING OFFICER

The project Director shall be Robert McLaughlin, County Administrator. The liaison officer shall be Pat Kostic, TQA Manager for EMS, Public Safety EMS. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the collection agency's contract shall be based on a percentage of the amount collected on outstanding accounts receivable and previously approved bad debt write-offs as outlined in the scope of work. It is expected that the contract shall be a percentage of collections price after negotiations.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Technical questions regarding this Request for Proposal shall be directed to:

Pat Kostic, TQA Manager for EMS

Telephone (850) 471-6400, Fax (850) 471-6515

Procurement questions may be directed to:

Joe Pillitary, CPPO, CPPB Purchasing Coordinator

Telephone (850) 595-4878, Fax (850) 595-4805

In the event a clarification is requested on the contents of this specification, the question shall be addressed in writing to Joe Pillitary, Jr. no later than 5:00pm, CST, November 25, 2008 listed below:

Office of Purchasing
Matt Langley Bell III, Bldg.
213 Palafox Place, Rm. 11.407B
Pensacola, FL 32502

Clarifications or corrections to these specifications shall not be valid unless they are in written form by an addendum issued from the Office of Purchasing.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing date of proposals.....**Monday, November 17, 2008**
- B. Receipt of proposals....**3:00 p.m., CST, Tuesday, December 2, 2008**
- C. Review of proposals.....**To be announced**
- D. Board of County Commissioners approval..... **To be announced**

1-9 PROPOSAL CONTENT AND SIGNATURE

Six (6) copies of the proposal shall be required with **two (2) copies** signed with **original signatures**, having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals. All proposals shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

- 1-15** The engagement of certain professional services, including those required by this Request For Proposals, is exempt from the provisions of the Administrative Procedures Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING:

2-1 Experience and Qualifications

The firms responding to the RFP shall have the following qualifications and experience and provide the appropriate documentation with your response:

Extensive experience in conducting similar tasks for similar projects. Provide a minimum of three (3) references, provide all the appropriate licenses, certifications, including a copy of a Certificate to do Business in the State of Florida, and any and all relevant documentation that qualifies your firm as a professional collection agency.

Substantiate your good working knowledge of any other Federal, State or local laws that apply to your profession and the County's project.

Provide in detail the fee structure pertaining to these services.

Knowledge of regulating agencies, both City and County, as to their unique criteria within their venue.

Please fill out the vendor questionnaire for collection services, Part V, of the RFP.

2-2 UNDERSTANDING THE PROBLEM

Provide a precise rendering of the collection agency's understanding of the problem.

2-3 WORK PLAN

The collections agency shall provide a narrative rendition of the work plan. Show all required tasks to be accomplished. Total time to complete each phase and the total project shall be carefully delineated.

2-4 MANPOWER

The collection agency shall identify key personnel to be assigned to the project, their qualifications and experience.

2-5 ADDITIONAL INFORMATION AND COMMENTS

The contents under this heading is left to the discretion of the collections agency. Material shall be pertinent to the proposal but no otherwise requested in the RFP.

AGENCY STAFF SELECTION

The contractor shall be prepared to demonstrate the manner in which it selects and Screens its employees in terms of background checks to ensure agency staff have Appropriate background for this work.

Escambia County reserves the right to make direct calls to the contact names listed:

- Project name
- Name and Address of Client
- Client Contract Person (Name, Position, Current Phone/Fax number)

Terms and Conditions

The terms and conditions shall comply with Florida law and include exceptions to termination liability for the County and a statement to the effect that customer’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

PART III CRITERIA FOR SELECTIONS

Evaluation and ranking of all proposals will be made by a proposal review committee formed by the County Administrator. A recommendation for a selected firm will be made to the Board of County Commissioners utilizing the following criteria for evaluation:

1. Qualifications of vendor and their staff to be utilized
2. Experience on comparable projects
3. Available staff, staff certifications and experience
4. Volume of governmental work
5. Current work load
6. Percentage cost of collections
7. Total anticipated contract expenses

PART IV

SCOPE OF WORK

4-1 OBJECTIVE

The County ' s objective in requesting this proposal is for the collections of unpaid ambulance billing accounts referred by Escambia County Public Safety, Division of Emergency Medical Services (EMS), Escambia County, Florida.

4-2 TECHNICAL REQUIREMENTS

- 4.2.1 The contractor shall promptly undertake, through ethical and lawful means, the collection of the accounts referred, with particular attention to the Consumer Credit Protection Act and all other laws applicable to this type of activity.
- 4.2.1.1 Escambia County Public Safety/EMS will notify the contractor of any direct payments and will credit the contractor with the contractual rate for all such direct payments collected after the contractor begins active collection efforts. The County will, upon request, verify payments on specific accounts and credit the contractor as specified above.
- 4.2.1.2 The contractor shall suspend collection efforts on any account referred for collection upon written notice to do so by Escambia County Public Safety/EMS , and Escambia County Public Safety/EMS may recall any referred account, at no cost to the County, except the fees earned prior thereto.
- 4.2.1.3 The contractor shall return accounts on a monthly basis, which after making every reasonable effort to collect, it deems uncollectible. No account should be retained longer than 180 days by the contractor unless a verifiable payment is forthcoming. The contractor shall have no right to collect fees on any account thereafter which has been returned to the County unless expressly turned back over to the contractor . Such returns shall be made in a format acceptable to the County, to include an electronic transfer format, and all cost associated with the contractors ability to return these accounts in an acceptable format shall be borne by the contractor. At the request of the Escambia County Public Safety/EMS division, the contractor shall document its effort to collect any specific amount.
- 4.2.1.4 The contractor shall not have the right to refuse to collect any account Emergency Medical Services refers to the contractor.
- 4.2.2 The contractor shall maintain adequate records of the services performed, revenues collected and remitted to the County for audit by the County and all such records shall be available for inspection and audit, without prior notice, by the internal auditor of Escambia County, Florida. Such files contain records of collection efforts made by the contractor and other pertinent information.

4.2.3 Escambia County, Florida shall have the right to prescribe forms which the contractor shall use to report collection and status of accounts. The contractor's proposal shall include proposed reports and the desired schedule for furnishing each. Minimum report requirements are shown below:

4.2.3.1 The following information shall be submitted quarterly:

A list in last name sequence of all open accounts indicating the status. This report will indicate adjustments to each account as requested by the Escambia County Public Safety/EMS Division. Skip tracing activities and results shall be included.

4.2.3.2 The following information shall be submitted at least monthly:

1) A list in last name sequence of all payments since the previous report.

2) A list of accounts against which collection efforts have begun, including recommended actions to be taken regarding problem collection accounts.

3) A Recovery Analysis Report showing at a minimum the historical monthly collections of accounts over a two year period, average age of accounts at turnover by month of turnover, collections current month on aged accounts, collections to date on aged accounts, collections for current month on current placements, percentage collections on aged and new turnover, and overall collection dollars and percentages.

4.2.4 The contractor will not initiate any form of legal action without the expressed written consent of Escambia County. Where legal action is necessary, the County will provide witnesses, certified copies of official records and other documentation required for prosecution.

The contractor shall be solely responsible for all cost or expenses, including, but not limited to, attorney fees and court costs incurred by the contractor in the collection of the referred accounts.

PART V VENDOR QUESTIONNAIRE FOR COLLECTION SERVICES

This questionnaire must be completely filled out and returned as part of your Request For Proposal. Failure to do so may result in disqualification of your Request For Proposal. Evaluation of this questionnaire will be a prime factor in the award of this contract.

1. What type of technical and financial resources does your firm have?

2. a) Net worth of your firm?

 b) Please provide a copy of your company ' s most recent financial report.

3. How long has your firm been in business?

4. Please provide a complete resume of your firm ' s work force.

5. Who will be supervising the work to be performed under this contract and what is the person ' s experience (years of experience, certification, qualifications, etc.)?:

6. How many employees will be assigned to this project?

Continued Part V - Vendor Questionnaire

7. Please provide an overall work plan for achieving the objectives of the Request For Proposal (i.e. analytical steps involved).

8. Please explain the role of the contractor as related to County staff, including the division of work between the contractor and County staff.

9. How many and what types of local branches and agencies throughout the continental United States does your firm have?

10. Please provide the street address and contract person's name for your firm/s office location.

11. List at least three (3) similar contracts you presently have (or previously had) with other municipalities or local government agencies?

Continued Part V - Vendor Questionnaire

11.1

Agency: _____ Phone #

Address: _____

Contact

Person: _____ Phone #

Number of Years of contract:

Percent (%) accounts collected in total:

11.2

Agency: _____ Phone #

Address: _____

Contact

Person: _____ Phone #

Number of Years of contract:

Percent (%) accounts collected in total:

11.3

Agency: _____ Phone #

Address: _____

Contact

Person: _____ Phone #

Number of Years of contract:

Percent (%) accounts collected in total:

EXHIBIT A

COLLECTION AGENCY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2008, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (herein after referred to as County, and _____ a _____ authorized to transact business in the State of Florida, whose address is _____ and whose Federal Identification Number is _____ (hereinafter referred to as Agency).

WITNESSETH:

WHEREAS, Agency is well qualified and experienced in providing collection services for past due accounts of the County’s Emergency Medical Services Department; and

WHEREAS, Agency is willing to furnish such services; and

WHEREAS, the County recognizes that the collection of such past due monies owed to the County is essential to the financial safety and welfare of the residents of Escambia County; and

WHEREAS, it is in the best interest of the citizens of Escambia County that the County enter into this agreement for collection services provided by said agency.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Agency agree as follows:

ARTICLE 1

- 1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct by the Parties and are hereby incorporated into this Agreement.
- 1.2 Administrator: Whenever the term Administrator is used herein it is intended to mean the County Administrator of the Escambia County Government, his deputy, or his designee. The Administrator is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or his Designee.
- 1.3 Board of County Commissioners: The Board of County Commissioners of Escambia County, Florida, which is the governing body of Escambia County Government.
- 1.4 The Clerk of the Circuit Court: The Clerk of the Circuit Court of Escambia County, Florida, which is a constitutional office serving as Clerk of the Court and ex officio clerk to the Board of County Commissioners, auditor, recorder and custodian of all county funds.

- 1.4 County: Escambia County, a body corporate and politic and a political subdivision of the State of Florida.
- 1.5 Office of Management and Budget: The Office of Management and Budget under the direction of the County Administrator.
- 1.6 "Participating Departments": Participating Departments refers to County departments or divisions authorized by the Administrator to refer accounts under this Agreement and the Clerk of the Circuit Court.

ARTICLE 2
Scope of Service

_____ ("Agency") agrees to provide the goods and services as set forth below:

3.1 Collection of Accounts:

- (a) Agency shall serve as the collection agency on Emergency Medical Services Department (EMS) Department accounts referred by County.
- (b) Agency may also serve as a collection agency on accounts referred by the Clerk of the Circuit Court and other Non-Emergency Medical Services Department (EMS) accounts referred by the County Administrator or participating department heads.

3.2 Collection Activity and Techniques: Agency shall, upon receipt of an account from each participating department, immediately undertake to collect such account through all ethical and lawful means and must take action on all accounts, small as well as large. Agency shall not refuse any account County refers to Agency. However, Agency retains the responsibility of complying with all applicable local, state and federal laws and determining the applicability of such laws. Upon receipt of accounts, Agency shall provide an acknowledgment report, which shall include the placement date, account number, debtor's name, amount of debt, and applicable fee for collection.

Agency shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances, and all current and future provisions required thereby to be included herein, are hereby incorporated by reference. Agency shall advise the County of its collection techniques, which reserves the right to approve such techniques. However, the responsibility of compliance with applicable laws shall remain with Agency.

Agency shall be solely responsible for all costs or expenses, including, but not limited to, attorney fees and court costs incurred by the contractor in the collection of the referred accounts.

3.3 Timeline for Collection: Agency shall have six (6) months from the date of placement of each account to procure payment or a bona fide arrangement to pay the outstanding debt. Thereafter Agency shall return the account to County unless otherwise agreed in writing.

Notwithstanding the preceding guideline, the County retains the ability to remove the account provided County shall credit Agency with subsequent collections procured directly as a result of Agency's prior efforts.

- 3.4 Agency Collections: Agency will accept payments on all assigned accounts. Agency may not collect interest, service or carrying charges on any account unless otherwise instructed to do so in writing by the County. Agency may arrange payment schedules within the debtor's current income and ability to pay.
- 3.5 Payments Received: Agency shall deposit monies collected in an interest bearing account and shall distribute such funds plus any interest accrued to the County on a monthly basis to the Clerk of the Circuit Court or participating departments as directed by County. A separate accounting for each department shall be provided to the Clerk of the Circuit Court and copied to such participating department and the Office of Management and Budget. Agency shall in turn receive its collection fee based on the amount received from the debtor and the applicable rate.
- 3.6 Invoices: On a monthly basis Agency will provide to each participating department an invoice for each client code, which shall be assigned to each participating department. Agency shall accompany invoices with a separate check made payable to County in a gross remittance fashion.
- 3.7 Reports: Agency shall use forms acceptable to County to report collection and status of accounts. Agency will provide upon request of County, a summary of account collection activity.
- 3.8 Quarterly Reports: No less than quarterly, Agency shall submit to the participating department, with copies to the Office of Budget and Management, a report including a list in last name sequence of all open accounts and the status of such accounts including payments, requested adjustments, skiptracing activities and results.
- 3.9 Monthly Reports: In a manner prescribed or acceptable to the County, Agency shall submit to the participating departments, with copies to the Office of Management and Budget, a monthly report listing accounts alphabetically by last name or business name indicating all payments received since the previous monthly report, indicating accounts against which collection efforts have commenced, recommending actions to be taken on problem collection accounts, and summarizing receipts and other actions on accounts by month of assignment. Agency shall submit each report no later than the 15th day following the month which is the subject of the report.
- 3.10 Yearly Reports: At the end of each contract period, Agency shall furnish an annual report to each participating department which summarizes the activity of their respective assigned accounts during the preceding year.
- 3.11 Quality Control: Agency shall provide County with a copy of any and all letter(s) of complaint within ten (10) days of receipt by the Agency and the County will provide Agency a copy of any notice of complaint received by it within ten (10) days of receipt by the County

Administrator. Within thirty (30) days of receipt of any complaint, Agency will provide a written report to the County informing the County Administrator of the disposition of each complaint. Minimum elements of the complaint report will include a statement of the complaint, results of the complaint investigation by Agency, identification of the collector(s) involved and a positive statement of corrective action taken to avoid recurrence of such a complaint in the future.

Upon request of the County Administrator, Agency shall remove any employee from the future collection of County referred accounts.

Agency agrees to maintain a quality assurance program for its employees which shall include, but not be limited to, periodic instruction in the lawful and ethical practices of account collection.

- 3.12 Uncollectible Accounts: Agency shall report each month to the participating departments all accounts which, after making every reasonable effort to collect, it deems uncollectible and such report shall contain a statement of the reasons why such items are considered to be uncollectible. The report must contain, at a minimum, the debtor's name, the debtor's most recent address and telephone number, and the patient account number on EMS accounts. At the request of County, Agency shall further document its effort to collect any specific amount.

Agency shall make a determination as to whether or not the debt should be collectable through litigation, and so advise County. Unless otherwise directed, Agency shall return such accounts to County and shall have no right to a commission for any sums thereafter collected upon these accounts. Such returns shall be made in a format acceptable to the County.

- 3.13 Minimum Activity: On each account, Agency will make the minimum effort set forth below:

- (a) Upon initial assignment, Agency will immediately send a letter to each debtor. Within ten (10) days of receipt of account, Agency shall attempt to call each debtor with a balance greater than \$25.00.
- (b) Every account without a valid address possessing a balance of \$100 or more will receive skiptracing efforts.
- (c) Agency shall determine collectibility on each account and continue activation with a letter series or phone calls, or advise County.
- (d) Agency shall monitor all contract payments initiated.

- 3.14 Collection Methods: An outline will be established as to the methodology of collection once a debtor is contacted. This methodology will include the telephone script to be utilized for court related debt as well as other departmental debt. Every effort will be made to understand the nature of the specific debt fully so that this information can be utilized by our

collection staff. Agency will advise County of the methodology of collection and adhere to County's input.

- 3.15 Suspension of Collection; Recall: Agency shall suspend collection efforts on any account referred for collection upon written notice to do so by County. Upon written notice, Agency shall return any referred account, without charge or penalty to County, except the fees earned prior thereto. County reserves the right to reevaluate and to adjust, cancel, or recall any accounts assigned for collections to Agency.
- 3.16 Legal Action: Agency will initiate legal action upon request only upon the express written consent of the County. Where legal action is necessary, the County will make reasonable efforts to provide witnesses, certified copies of official records and other documentation required for prosecution.

ARTICLE 4 **Compensation and Method of Payment**

- 4.1 Agency shall be compensated for its collection services as provided herein:
- (a) Primary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts referred by the Emergency Medical Services Department a sum equal to twenty-three percent (23%) of monies collected.
 - (b) Secondary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts that have been previously forwarded to a collection agency, a commission sum equal to forty-nine (49%) of monies actually collected by Agency.
- 4.2 Payment of Fees: Agency shall receive its fees following transmittal to County of all monies collected in the manner provided in this agreement. County agrees to make its best effort to pay Agency its fee within thirty (30) calendar days of the documented transmittal.
- 4.3 Fees for Direct Payments: County agrees that when an account is referred to Agency, Agency is entitled to the fees described herein without regard to whether payment is made in County's office or Agency's office.

The participating department will notify the contractor of any direct payments made as a result of Agency's efforts and will pay Agency the contractual rate for all such direct payments. After notification of direct payments by County, Agency shall document such payments in its monthly reports. The fee for such payments shall be paid as if the monies collected were transmitted at that time (see 4.2). The County will, upon request, verify payments on specific accounts and credit the contractor as specified above.

ARTICLE 5
Changes and Amendments

- 5.1 **Changes and Amendments:** County reserves the right to change any portion of the work required under this Agreement, or amend such other terms and conditions which may become necessary. For any revisions, which affect the scope of work, period of performance, payments, commissions, or any material terms or conditions included in this Agreement, a negotiated modification to this Agreement shall be executed in writing by the authorized officials of County and Agency.

ARTICLE 6
Miscellaneous

- 6.1 **Independent Contractor:** Agency shall at all times be acting in the capacity of an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Agency or as between participating Departments and Agency. Agency understands and agrees that all persons furnishing services to the Courts pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Agency and not of the County.
- 6.2 **Validity:** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- 6.3 **Waiver:** No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- 6.4 **Compliance with Laws:** Agency represents that at the time it executes this Agreement it possesses all licenses required by law to operate as a collection agency in the State of Florida and that in carrying out the terms of this Agreement, Agency agrees to comply with all applicable local, state and federal laws, rules or regulations.
- 6.5 **Entire Agreement:** This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Agency and the authorized representative of the County.
- 6.6 **Confidentiality:** All information not subject to a public records request acquired by Agency in the course of performing services under this Agreement shall be confidential, and shall not be open to examination for any purpose without prior approval of County.
- 6.7 **Use of County Seal or Letterhead:** Agency shall not use or display the official seal of Escambia County or County letterheads on communications with any debtor without having previously obtained written authorization from the County Administrator.

6.8 Non-Assignable: Agency shall not assign the Agreement or monies due or to become due hereunder without prior written consent of the County. Violation of this provision shall be grounds for termination of the Agreement for cause and the attempted assignment shall be null and void.

6.9 Right to Terminate:

- (a) County reserves the right to terminate this Agreement immediately upon the failure of Agency to fulfill in a timely and proper manner its obligations under this contract, including but not limited to the violations of any state, federal or local laws and ordinances, upon written notice to Agency of such termination which shall be effective thirty (30) days following the date of the receipt of such notice by the Agency. In the event of a termination, Agency will return all accounts to County.
- (b) County reserves the right, at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in County's sole discretion, to terminate this Agreement with respect to all or any portion of the collection services (such total or partial termination being referred to hereinafter as a Termination for convenience@). County may exercise its right of termination for convenience by furnishing to Agency written notice of its election to do so, which notice shall specify the services that County has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice by the Agency. In no event shall a termination for convenience be deemed a default by County under this Agreement, and a termination for convenience shall not subject the County to any penalty, claim for damages, liquidated damages or any other claim of any type by Agency.
- (c) County reserves the right to terminate this Agreement immediately pursuant to Chapter 1-9.5 of the Ordinances of Escambia County should the Agency engage in any employment or contractual relationship with any entity, which employment or contractual relationship would be adverse to the interests of Escambia County.

6.10 Notices: All Notices required or to be given hereunder shall be in writing to the addresses below and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

COUNTY:
County Administrator
221 Palafox Place
Pensacola, Florida 32502

AGENCY:

- 6.11 Data Link Up: Agency shall establish a data linkup, which will allow County access to information on all accounts indicating the collection efforts made, arrangements established, and monies received.

At its own expense, Agency shall provide, install and maintain a personal computer (PC) and modem for access to Agency's system. The PC will be placed at a location determined by the County Administration.

All information will be noted on the accounts placed for collection including financial notes, letter notes, telephone conversation notes, and skiptracing notes. Training on the use of the system will be provided to County personnel upon request. Agency will bear all associated costs including standard resources, hardware, software, installation and training.

- 6.12 Effective Date; Duration:

- (a) This Agreement shall begin on the date of approval by the Board of County Commissioners and continue in effect for a twelve (12) month period. This Agreement may be extended in whole or in part for one (1) year increments upon mutual consent of both parties. The parties may indicate their wish to extend this Agreement by giving written notice to the other party no later than thirty (30) days before the expiration of the Agreement's initial one-year (1) term.
- (b) The parties understand and agree that at the expiration of this Agreement or any extension thereto, the County shall in no way be further obligated to Agency and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer collection services to County.
- (c) Pursuant to the requirements of Florida law and Ordinance 96-36 of Escambia County, the County's performance and obligation to fund this Agreement shall be contingent upon a continued annual appropriation by the Escambia County Board of County Commissioners.

- 6.13 Records: Agency shall maintain records as provided below:

- (a) Record Retention and Inspection: Agency agrees that the County Administrator or any duly authorized representative without advance notice shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal working hours. Such material, including all pertinent cost, accounting, financial records and propriety data, must be kept and maintained by Agency for a period of five (5) years after completion of this Agreement unless County's written permission is given to dispose of material prior to this time.
- (b) Files and Records: Agency shall maintain a file on each account containing a record of any and all phone calls, letters, and any other contacts made with the client or third party regarding an account. All such records shall be made available by Agency at a

mutually agreeable location in Escambia County, during the County's normal business hours to representatives of the County for purposes of inspection or audit.

- (c) Audit Settlement: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Agency regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than commission paid or owed by County to Agency, then Agency agrees that the difference shall be either; (1) repaid forthwith by Agency to County by cash payment, or (2) at the County's option, credited against any future commission to be paid hereunder to Agency. In addition, Agency shall bear the cost of the audit, including personnel costs, up to the amount of the discrepancy. If such audit finds that County's dollar liability for services provided hereunder is more than fees paid by County to Agency, then the difference shall be paid to Agency and the County will bear its own costs in conducting the audit.

- 6.14 Credit Reports: If mutually agreed upon by Agency and County, Agency shall report particular accounts or categories of accounts to participating credit bureaus, provided however, Agency need not take any such action it deems unlawful or actionable and shall retain the responsibility of determining the propriety of such acts.

- 6.15 Attachment: Agency may utilize the attachment process to enforce a judgment or collect an assigned amount.

- 6.16 Referral Discretionary: It shall be in County's discretion to refer or not to refer accounts to Agency. The existence of this Agreement does not in any way constitute a guarantee of referrals for collection by Agency, and County retains the option to collect its own debts.

- 6.17 Construction: This Agreement is a result of lengthy negotiation between the parties hereto. The parties agree that any common law principle requiring that an ambiguous term be construed against the drafter shall not apply. Florida Law shall govern the rights between the parties.

ARTICLE 7

7.1 Hold Harmless and Indemnification:

- (a) Hold Harmless: Agency shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims suits, actions, damages, penalties, interest, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the negligent performance of this agreement by the Agency. The contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- (b) Indemnification: Agency agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

ARTICLE 8 **Insurance Requirements**

- 8.1 Standard Insurance Requirements and Certificates: This offer contained an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

County Insurance Required:

The contractor shall procure and maintain the following described insurance, except for coverage(s) specifically waived by the County, on policies and with insurers with an A.M. Best rating and financial rating guide, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractors(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverage()described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder. Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder. The insurance coverage's and limits required must be evidenced by properly executed certificates of insurance submitted to

Michael Hardin, Bureau Chief, Public Safety, 6575 N. "W" Street, Pensacola, Fl. 32505, prior to commencement of work hereunder. Certificates of Insurance must expressly evidence that the Contractor's policies have been endorsed to give Escambia County at least thirty (30) days advance notice before any cancellation or reduction in insurance coverage takes effect. All liability coverage shall be through carriers licensed to do business in the State of Florida.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Contractor shall also purchase any other coverage(s) required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Contractor shall maintain a commercial general liability insurance policy with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability. Contractor shall maintain a professional liability insurance policy with One Million Dollars (\$1,000,000) minimum limits.

Business Auto Liability Coverage

Contractor shall maintain an automobile liability insurance policy with One Million Dollars (\$1,000,000), minimum combined single limits per occurrence for bodily injury, property

damage, and death, arising out of ownership or use of any vehicles including owned, non-owned and hired vehicles and employee non-ownership use used by the contractor.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage(s). Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized County Administrator, authorized to execute same by Board action on the _____ day of _____ 20__ and _____ by and through its President.

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners signing by its County Administrator.

Witness

Robert R. McLaughlin, County Administrator

Witness

Date: _____

BCC APPROVED _____

AGENCY:

By: _____

President

ATTEST:

Corporate Secretary

(Corporate Seal)

COLLECTION AGENCY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of February 2009, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (herein after referred to as County), and United Collection Service, a corporation authorized to transact business in the State of Florida, whose address is 106 Commerce Street, Suite 106, Lake Mary Florida, 32746 and whose Federal Identification Number is 202834417 (hereinafter referred to as Agency).

WITNESSETH:

WHEREAS, Agency is well qualified and experienced in providing collection services for past due accounts of the County's Emergency Medical Services Division; and

WHEREAS, Agency is willing to furnish such services; and

WHEREAS, the County recognizes that the collection of such past due monies owed to the County is essential to the financial safety and welfare of the residents of Escambia County; and

WHEREAS, it is in the best interest of the citizens of Escambia County that the County enter into this agreement for collection services provided by said agency.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Agency agree as follows:

ARTICLE 1

- 1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct by the Parties and are hereby incorporated into this Agreement.
- 1.2 Administrator: Whenever the term Administrator is used herein it is intended to mean the County Administrator of the Escambia County Government, his deputy, or his designee. The Administrator is the administrative head of all bureaus and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or his Designee.
- 1.3 Board of County Commissioners: The Board of County Commissioners of Escambia County, Florida, which is the governing body of Escambia County Government.
- 1.4 The Clerk of the Circuit Court: The Clerk of the Circuit Court of Escambia County, Florida, which is a constitutional office serving as Clerk of the Court and ex officio clerk to the Board of County Commissioners, auditor, recorder and custodian of all county funds.

- 1.4 County: Escambia County, a body corporate and politic and a political subdivision of the State of Florida.
- 1.5 Office of Management and Budget: The Office of Management and Budget under the direction of the County Administrator.

ARTICLE 2
Scope of Service

United Collection Service Inc., ("Agency") agrees to provide the goods and services as set forth below:

3.1 Collection of Accounts:

- (a) Agency shall serve as the collection agency on Emergency Medical Services (EMS) Division accounts referred by County.

3.2 Collection Activity and Techniques: Agency shall, upon receipt of an account from EMS, immediately undertake to collect such account through all ethical and lawful means and must take action on all accounts, small as well as large. Agency shall not refuse any account EMS refers to Agency. However, Agency retains the responsibility of complying with all applicable local, state and federal laws and determining the applicability of such laws. Upon receipt of accounts, Agency shall provide an acknowledgment report, which shall include the placement date, account number, debtor's name, amount of debt, and applicable fee for collection.

Agency shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances, and all current and future provisions required thereby to be included herein, are hereby incorporated by reference. Agency shall advise the County of its collection techniques, which reserves the right to approve such techniques. However, the responsibility of compliance with applicable laws shall remain with Agency.

Agency shall be solely responsible for all costs or expenses, including, but not limited to, attorney fees and court costs incurred by the contractor in the collection of the referred accounts.

3.3 Timeline for Collection: Agency shall have six (6) months from the date of placement of each account to procure payment or a bona fide arrangement to pay the outstanding debt. Thereafter Agency shall return the account to EMS unless otherwise agreed in writing. Notwithstanding the preceding guideline, the County retains the ability to remove the account provided County shall credit Agency with subsequent collections procured directly as a result of Agency's prior efforts.

3.4 Agency Collections: Agency will accept payments on all assigned accounts. Agency may not collect interest, service or carrying charges on any account unless

otherwise instructed to do so in writing by the County. Agency may arrange payment schedules within the debtor's current income and ability to pay.

- 3.5 Payments Received: Agency shall deposit monies collected in an interest bearing account and shall distribute such funds plus any interest accrued to the County on a monthly basis to the Clerk of the Circuit Court. Agency shall in turn receive its collection fee based on the amount received from the debtor and the applicable rate.
- 3.6 Invoices: On a monthly basis Agency will provide to EMS an invoice. Agency shall accompany invoices with a check made payable to County in a gross remittance fashion.
- 3.7 Reports: Agency shall use forms acceptable to County to report collection and status of accounts. Agency will provide upon request of County, a summary of account collection activity.
- 3.8 Quarterly Reports: No less than quarterly, Agency shall submit to EMS, a report including a list in last name sequence of all open accounts and the status of such accounts including payments, requested adjustments, skiptracing activities and results.
- 3.9 Monthly Reports: In a manner prescribed or acceptable to the County, Agency shall submit to EMS a monthly report listing accounts alphabetically by last name or business name indicating all payments received since the previous monthly report, indicating accounts against which collection efforts have commenced, recommending actions to be taken on problem collection accounts, and summarizing receipts and other actions on accounts by month of assignment. Agency shall submit each report no later than the 15th day following the month which is the subject of the report.
- 3.10 Yearly Reports: At the end of each contract period, Agency shall furnish an annual report to EMS which summarizes the activity of assigned accounts during the preceding year.
- 3.11 Quality Control: Agency shall provide County with a copy of any and all letter(s) of complaint within ten (10) days of receipt by the Agency and the County will provide Agency a copy of any notice of complaint received by it within ten (10) days of receipt by the County Administrator. Within thirty (30) days of receipt of any complaint, Agency will provide a written report to the County informing the County Administrator of the disposition of each complaint. Minimum elements of the complaint report will include a statement of the complaint, results of the complaint investigation by Agency, identification of the collector(s) involved and a positive statement of corrective action taken to avoid recurrence of such a complaint in the future.

Upon request of the EMS, Agency shall remove any employee from the future

collection of County referred accounts.

Agency agrees to maintain a quality assurance program for its employees which shall include, but not be limited to, periodic instruction in the lawful and ethical practices of account collection.

- 3.12 Uncollectible Accounts: Agency shall report each month to EMS all accounts which, after making every reasonable effort to collect, it deems uncollectible and such report shall contain a statement of the reasons why such items are considered to be uncollectible. The report must contain, at a minimum, the debtor's name, the debtor's most recent address and telephone number, and the patient account number. At the request of County, Agency shall further document its effort to collect any specific amount.

Agency shall make a determination as to whether or not the debt should be collectable through litigation, and so advise County. Unless otherwise directed, Agency shall return such accounts to County and shall have no right to a commission for any sums thereafter collected upon these accounts. Such returns shall be made in a format acceptable to the County.

- 3.13 Minimum Activity: On each account, Agency will make the minimum effort set forth below:

- (a) Upon initial assignment, Agency will immediately send a letter to each debtor. Within ten (10) days of receipt of account, Agency shall attempt to call each debtor with a balance greater than \$25.00.
- (b) Every account without a valid address possessing a balance of \$100 or more will receive skiptracing efforts.
- (c) Agency shall determine collectibility on each account and continue activation with a letter series or phone calls, or advise County.
- (d) Agency shall monitor all contract payments initiated.

- 3.14 Collection Methods: An outline will be established as to the methodology of collection once a debtor is contacted. This methodology will include the telephone script to be utilized for court related debt as well as other departmental debt. Every effort will be made to understand the nature of the specific debt fully so that this information can be utilized by our collection staff. Agency will advise County of the methodology of collection and adhere to County's input.

- 3.15 Suspension of Collection; Recall: Agency shall suspend collection efforts on any account referred for collection upon written notice to do so by County. Upon written notice, Agency shall return any referred account, without charge or penalty to County, except the fees earned prior thereto. County reserves the right to

reevaluate and to adjust, cancel, or recall any accounts assigned for collections to Agency.

- 3.16 Legal Action: Agency will initiate legal action upon request only upon the express written consent of the County. Where legal action is necessary, the County will make reasonable efforts to provide witnesses, certified copies of official records and other documentation required for prosecution.

ARTICLE 4 **Compensation and Method of Payment**

- 4.1 Agency shall be compensated for its collection services as provided herein:
- (a) Primary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts referred by the Emergency Medical Services Division a sum equal to eighteen and one-half percent (18.5%) of monies collected.
 - (b) Secondary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts that have been previously forwarded to a collection agency, a commission sum equal to thirty percent (30%) of monies actually collected by the agency.
- 4.2 Payment of Fees: Agency shall receive its fees following transmittal to County of all monies collected in the manner provided in this agreement. County agrees to make its best effort to pay Agency its fee within thirty (30) calendar days of the documented transmittal.
- 4.3 Fees for Direct Payments: County agrees that when an account is referred to Agency, Agency is entitled to the fees described herein without regard to whether payment is made in County's office or Agency's office.

EMS will notify the contractor of any direct payments made as a result of Agency's efforts and will pay Agency the contractual rate for all such direct payments. After notification of direct payments by County, Agency shall document such payments in its monthly reports. The fee for such payments shall be paid as if the monies collected were transmitted at that time (see 4.2). The County will, upon request, verify payments on specific accounts and credit the contractor as specified above.

ARTICLE 5 **Changes and Amendments**

- 5.1 Changes and Amendments: County reserves the right to change any portion of the work required under this Agreement, or amend such other terms and conditions which may become necessary. For any revisions which affect the scope of work, period of performance, payments, commissions, or any material terms or conditions

included in this Agreement, a negotiated modification to this Agreement shall be executed in writing by the authorized officials of County and Agency.

ARTICLE 6
Miscellaneous

- 6.1 Independent Contractor: Agency shall at all times be acting in the capacity of an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Agency. Agency understands and agrees that all persons furnishing services to the Courts pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Agency and not of the County.
- 6.2 Validity: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- 6.3 Waiver: No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- 6.4 Compliance with Laws: Agency represents that at the time it executes this Agreement it possesses all licenses required by law to operate as a collection agency in the State of Florida and that in carrying out the terms of this Agreement, Agency agrees to comply with all applicable local, state and federal laws, rules or regulations.
- 6.5 Entire Agreement: This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Agency and the authorized representative of the County.
- 6.6 Confidentiality: All information not subject to a public records request acquired by Agency in the course of performing services under this Agreement shall be confidential, and shall not be open to examination for any purpose without prior approval of County.
- 6.7 Use of County Seal or Letterhead: Agency shall not use or display the official seal of Escambia County or County letterheads on communications with any debtor without having previously obtained written authorization from the County Administrator.

6.8 Non-Assignable: Agency shall not assign the Agreement or monies due or to become due hereunder without prior written consent of the County. Violation of this provision shall be grounds for termination of the Agreement for cause and the attempted assignment shall be null and void.

6.9 Right to Terminate:

(a) County reserves the right to terminate this Agreement immediately upon the failure of Agency to fulfill in a timely and proper manner its obligations under this contract, including but not limited to the violations of any state, federal or local laws and ordinances, upon written notice to Agency of such termination which shall be effective thirty (30) days following the date of the receipt of such notice by the Agency. In the event of a termination, Agency will return all accounts to County.

(b) County reserves the right, at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in County=s sole discretion, to terminate this Agreement with respect to all or any portion of the collection services (such total or partial termination being referred to hereinafter as a termination for convenience). County may exercise its right of termination for convenience by furnishing to Agency written notice of its election to do so, which notice shall specify the services that County has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice by the Agency. In no event shall a termination for convenience be deemed a default by County under this Agreement, and a termination for convenience shall not subject the County to any penalty, claim for damages, liquidated damages or any other claim of any type by Agency.

(c) County reserves the right to terminate this Agreement immediately pursuant to Chapter 1-9.5 of the Ordinances of Escambia County should the Agency engage in any employment or contractual relationship with any entity, which employment or contractual relationship would be adverse to the interests of Escambia County.

6.10 Notices: All Notices required or to be given hereunder shall be in writing to the addresses below and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

COUNTY:
County Administrator

AGENCY:

223 Palafox Place (32501)
PO Box 1591
Pensacola, Florida 32591-1591

- 6.11 Data Link Up: Agency shall establish a data linkup, which will allow County access to information on all accounts indicating the collection efforts made, arrangements established, and monies received.

At its own expense, Agency shall provide, install and maintain a personal computer (PC) and modem for access to Agency's system. The PC will be placed at a location determined by the County Administration.

All information will be noted on the accounts placed for collection including financial notes, letter notes, telephone conversation notes, and skiptracing notes. Training on the use of the system will be provided to County personnel upon request. Agency will bear all associated costs including standard resources, hardware, software, installation and training.

- 6.12 Effective Date; Duration:

- (a) This Agreement shall begin on the date established by the Board of County Commissioners and continue in effect for a thirty-six (36) month period. This Agreement may be extended in whole or in part for one (1) year increments, up to a maximum of sixty (60) months upon mutual consent of both parties. The parties may indicate their wish to extend this Agreement by giving written notice to the other party no later than thirty (30) days before the expiration of the Agreement=s initial three-year (3) term.
- (b) The parties understand and agree that at the expiration of this Agreement or any extension thereto, the County shall in no way be further obligated to Agency and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer collection services to County.
- (c) Pursuant to the requirements of Florida law and Ordinance 96-36 of Escambia County, the County=s performance and obligation to fund this Agreement shall be contingent upon a continued annual appropriation by the Escambia County Board of County Commissioners.

- 6.13 Records: Agency shall maintain records as provided below:

- (a) Record Retention and Inspection: Agency agrees that the County Administrator or any duly authorized representative without advance notice shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal working hours. Such material,

including all pertinent cost, accounting, financial records and propriety data, must be kept and maintained by Agency for a period of seven (7) years after completion of this Agreement unless County's written permission is given to dispose of material prior to this time.

- (b) Files and Records: Agency shall maintain a file on each account containing a record of any and all phone calls, letters, and any other contacts made with the client or third party regarding an account. All such records shall be made available by Agency at a mutually agreeable location in Escambia County, during the County's normal business hours to representatives of the County for purposes of inspection or audit.
 - (c) Audit Settlement: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Agency regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than commission paid or owed by County to Agency, then Agency agrees that the difference shall be either; (1) repaid forthwith by Agency to County by cash payment, or (2) at the County's option, credited against any future commission to be paid hereunder to Agency. In addition, Agency shall bear the cost of the audit, including personnel costs, up to the amount of the discrepancy. If such audit finds that County's dollar liability for services provided hereunder is more than fees paid by County to Agency, then the difference shall be paid to Agency and the County will bear its own costs in conducting the audit.
- 6.14 Credit Reports: If mutually agreed upon by Agency and County, Agency shall report particular accounts or categories of accounts to participating credit bureaus, provided however, Agency need not take any such action it deems unlawful or actionable and shall retain the responsibility of determining the propriety of such acts.
- 6.15 Attachment: Agency may utilize the attachment process to enforce a judgment or collect an assigned amount.
- 6.16 Referral Discretionary: It shall be in County's discretion to refer or not to refer accounts to Agency. The existence of this Agreement does not in any way constitute a guarantee of referrals for collection by Agency, and County retains the option to collect its own debts.
- 6.17 Construction: This Agreement is a result of lengthy negotiation between the parties hereto. The parties agree that any common law principle requiring that an ambiguous term be construed against the drafter shall not apply. Florida Law shall govern the rights between the parties.

ARTICLE 7

7.1 Hold Harmless and Indemnification:

- (a) Hold Harmless: Agency shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims suits, actions, damages, penalties, interest, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the negligent performance of this agreement by the Agency. The contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
- (b) Indemnification: Agency agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

ARTICLE 8
Insurance Requirements

- 8.1 Standard Insurance Requirements and Certificates: This offer contained an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

County Insurance Required:

The contractor shall procure and maintain the following described insurance, except for coverage(s) specifically waived by the County, on policies and with insurers with an A.M. Best rating and financial rating guide, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractors(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance

coverage()described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder. Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder. The insurance coverage's and limits required must be evidenced by properly executed certificates of insurance submitted to Michael Hardin, Bureau Chief, Public Safety, 6575 N. "W" Street, Pensacola, FL 32505, prior to commencement of work hereunder. Certificates of Insurance must expressly evidence that the Contractor's policies have been endorsed to give Escambia County at least thirty (30) days advance notice before any cancellation or reduction in insurance coverage takes effect. All liability coverage shall be through carriers licensed to do business in the State of Florida.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of

Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Contractor shall also purchase any other coverage(s) required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Contractor shall maintain a commercial general liability insurance policy with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability.

Contractor shall maintain a professional liability insurance policy with One Million Dollars (\$1,000,000) minimum limits.

Business Auto Liability Coverage

Contractor shall maintain an automobile liability insurance policy with One Million Dollars (\$1,000,000), minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles including owned, non-owned and hired vehicles and employee non-ownership use used by the contractor.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage(s). Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when

required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized County Administrator, authorized to execute same by Board action on the 22nd day of January 2008 and United Collection Service Inc., by and through its President.

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners signing by its County Administrator.

Witness

Robert R. McLaughlin, County Administrator

Witness

Date:_____

BCC APPROVED _____

AGENCY:

United Collection Service Inc.

By:_____
Tom Hynes, President

ATTEST:

Corporate Secretary

(Corporate Seal)