

REQUEST FOR PROPOSALS

27. Award RFP-0268-05/BHJ – Collection Services for various County Departments to Credit Solutions Plus Group, Harrisburg, PA (14% of collected amounts).

RFP-0268-05/BHJ will provide a qualified firm to perform a complete review of outstanding receivables and engage in the appropriate activities required to collect the outstanding receivables for the Public Defender's Office (Liens); Environmental Services Department/ Water and Sewer Division; Public Safety Department/Animal Services; EMS/Fire/Rescue Divisions; Library and Leisure Services Department; and Planning and Development Department.

This project was publicly advertised and the County received three (3) submittals (listed in alphabetical order):

- Credit Plus Solutions Group
- Municipal Services Bureau
- National Commercial Services

The Evaluation Committee, which consisted of Bob Briggs, Financial Manager, Environmental Services Department; Stephanie Kobrin, Business Manager, Library and Leisure Services Department; Elaine Richarde, Senior Specialist, Public Safety/Animal Services Division and Amy Rossi, Program Manager, Public Safety/EMS/Fire/Rescue Division evaluated the submittals.

The evaluation was based on the following criteria:

- Qualifications and Experience
- Methodology/Approach to Work
- Proposed Percentage of collection

The Evaluation Committee recommends that the Board award the contract to the lowest cost, responsive, responsible Proposer, Credit Solutions Plus Group of Harrisburg, PA. The County will compensate the Contractor with 14% of the collected amounts. The agreement will remain in effect for a period of three (3) years. At the sole option of the County, the agreement may be renewed for two additional terms not to exceed one (1) year each.

Environmental Services Department/ Water and Sewer Division; Public Safety Department/Animal Services and EMS/Fire/Rescue Divisions; Library and Leisure Services Department; Planning and Development Department and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the Agreement as prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL
RFP PRICE EVALUATION**

RFP NUMBER: RFP-0268-05/BHJ

RFP TITLE: Collection Services For Seminole
County

DUE DATE: November 16, 2005 at 2:00PM.

	Response 1	Response 2	Response 3
Firm	<p>Credit Plus Solutions Group 2491 Paxton Street Harrisburg, PA 17111</p> <p>FEE: <u>14% of amounts collected</u></p> <p>Terry A. Masch, Vice President 717-236-8061 PH 717-541-8031 FX</p>	<p>Municipal Services Bureau 6505 Airport Blvd. Austin, TX 78752</p> <p>FEE: <u>22% of amounts collected</u></p> <p>Thomas M. Giamboi, President 512-371-9995 PH 512-371-0776 FX</p>	<p>National Commercial Services 8619 Reseda Blvd., Suite 205 Northridge, CA 91324</p> <p>FEE: <u>25% of amounts collected</u> <u>(35% for Library)</u></p> <p>Patti-Lee Crawford, Director 818-701-4400 PH 818-701-4409 FX</p>

Evaluation Committee Scoring
RFP-0268 Collection Services For Seminole County

	A. Rossi	B. Briggs	S. Kobrin	E. Richarde	TOTAL POINTS	RANKING
Credit Plus Solutions Group	2	1	2	1	6	
Municipal Services Bureau	1	2	1	2	6	
National Commercial Services	3	3	3	3	12	

The Evaluation Committee agrees to

To conduct telephone interviews with Credit Plus & MSB



Amy Rossi



Bob Briggs



Stephanie Kobrin



Elaine Richarde

Evaluation Committee Scoring
RFP-0268 Collection Services For Seminole County
Phone Interview Scoring

6-Jan-06

Credit Plus Solutions Group
Municipal Services Bureau

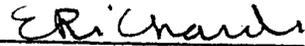
A. Rossi	B. Briggs	S. Kobrin	E. Richarde	TOTAL POINTS	RANKING
1	1	1	1	4	1
2	2	2	2	8	2

The Evaluation Committee recommends for award: Credit Plus Solutions Group


Amy Rossi


Bob Briggs


Stephanie Kobrin


Elaine Richarde

RFP-0268-05/BHJ – Collection Services For Departments Throughout
Seminole County

SUBMITTAL COMPANY NAME: Credit Plus Solutions Group

QUALIFICATION COMMITTEE MEMBER: _____

Bob Bings

1.9.06

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Experience of The Firm/Qualifications (35 points)

since 1922 family owned & operated
related services (part of total collections, Florida, Maryland (tax collector)
some additional 206 services rate for utilities w/ main
miss letter interface program

Score 31
(0-35)

Methodology/Approach (35 points)

help in data to be submitted electronically a little more specific would be
help later.

Score 30
(0-35)

Fee Schedule (30 points)

Score 30
(0-30)

Total Score 91.0 (0-100)

Ranking 1

**RFP-0268-05/BHJ – Collection Services For Departments Throughout
Seminole County**

SUBMITTAL COMPANY NAME: Municipal Services Bureau

QUALIFICATION COMMITTEE MEMBER: Bob Briggs 1.3.06

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Experience of The Firm/Qualifications (35 points)

since FBI audit only (\$450), no print order work, actual audit w/ person
some experience w/ Florida Department of Transportation, work, completed multiple SOI, TMS, etc.
on other projects by other vendors, having timely feedback

Score 33
(0-35)

Methodology/Approach (35 points)

15-25% EMS, DTG (7-25) where rates had excellent success
as to how they were. Very specific, good at what they do and
as other vendors. no difference really, but they did it better.

Score 30
(0-35)

Fee Schedule (30 points)

additional fee level does not really justify any difference
57% greater than other vendor
22% higher than current

Score 19
(0-30)

Total Score 82.0 (0-100)

Ranking 2

RFP-0268-05/BHJ – Collection Services For Departments Throughout
Seminole County

SUBMITTAL COMPANY NAME: Credit Plus Solutions Group

QUALIFICATION COMMITTEE MEMBER: Elaine R. Charde

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Experience of The Firm/Qualifications (35 points)

Score 35
(0-35)

Methodology/Approach (35points)

Score 25
(0-35)

Fee Schedule (30 points)

Score 30
(0-30)

Total Score 90 (0-100)

Ranking 1

RFP-0268-05/BHJ – Collection Services For Departments Throughout
Seminole County

SUBMITTAL COMPANY NAME: Municipal Services Bureau

QUALIFICATION COMMITTEE MEMBER: Elaine Richard

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Experience of The Firm/Qualifications (35 points)

Score 35
(0-35)

Methodology/Approach (35 points)

Score 30
(0-35)

Fee Schedule (30 points)

unacceptable

Score 19 10
(0-30)

Total Score 74 (0-100)

Ranking 2

RFP-0268-05/BHJ – Collection Services For Departments Throughout
Seminole County

SUBMITTAL COMPANY NAME: Credit Plus Solutions Group

QUALIFICATION COMMITTEE MEMBER: A Rossi

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Experience of The Firm/Qualifications (35 points)

Kelly NAIL Sales Manager Melissa should have been @ presentation
EMS

Score 35
(0-35)

Methodology/Approach (35 points)

website demo.

Score 35
(0-35)

Fee Schedule (30 points)

14%
Bilingual?

Score 30
(0-30)

Total Score 100 (0-100)

Ranking 1

RFP-0268-05/BHJ – Collection Services For Departments Throughout
Seminole County

SUBMITTAL COMPANY NAME: Municipal Services Bureau

QUALIFICATION COMMITTEE MEMBER: A. Rossi

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Experience of The Firm/Qualifications (35 points)

Only Govt Entities 91
0 50 Clients
ems Billing @ one time
Score 30
(0-35)

Methodology/Approach (35 points)

Website each Unit Assertive
ems 15-20% Collection Rates
Water
Score 30
(0-35)

Fee Schedule (30 points)

Sample accounts Length of time, phone #'s
Client services 220 POC
Score 19
(0-30)

Total Score _____ (0-100)

Ranking 2

**RFP-0268-05/BHJ – Collection Services For Departments Throughout
Seminole County**

SUBMITTAL COMPANY NAME: Credit Plus Solutions Group

QUALIFICATION COMMITTEE MEMBER: Stephanie Koban

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Experience of The Firm/Qualifications (35 points)

Some government experience

Score 30
(0-35)

Methodology/Approach (35points)

OK

Score 35
(0-35)

Fee Schedule (30 points)

1490

Score 30
(0-30)

Total Score 95 (0-100)

Ranking 1

**RFP-0268-05/BHJ – Collection Services For Departments Throughout
Seminole County**

SUBMITTAL COMPANY NAME: Municipal Services Bureau

QUALIFICATION COMMITTEE MEMBER: Stephanie Robin

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Experience of The Firm/Qualifications (35 points)

Government experience

_____ **Score 35**
(0-35)

Methodology/Approach (35points)

OK

_____ **Score 35**
(0-35)

Fee Schedule (30 points)

22%

_____ **Score 19**
(0-30)

Total Score 89 (0-100)

Ranking 2

COLLECTION SERVICES AGREEMENT (RFP-0268-05/BHJ)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CREDIT PLUS SOLUTIONS GROUP**, duly authorized to conduct business in the State of Florida, whose address is 2491 Paxton Street, Harrisburg, Pennsylvania 17111, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide collection services for the Public Defender's Office, Water & Sewer Division, Animal Services Division, EMS/Fire/Rescue Division, and Library and Leisure Services Department in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, the CONTRACTOR is competent and qualified to furnish collection services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific task. This Agreement standing alone does not

authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects, nor that, the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time

schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on an incentive fee (percentage of collected amount) basis of fourteen percent (14%).

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

SECTION 6. BILLING AND PAYMENT.

(a) CONTRACTOR shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONTRACTOR for all services performed by the CONTRACTOR during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Public Safety Department
150 Bush Boulevard
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR.

(b) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within

thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR.

(a) The CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services of whatever type or nature.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR'S services or have been created during the course of the CONTRACTOR'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONTRACTOR.

SECTION 10. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 11. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 12. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 13. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission,

percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 14. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 15. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 16. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must

first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 17. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise.

SECTION 18. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR'S own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Crime Insurance). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida

by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(4) Crime Insurance. The CONTRACTOR shall carry limits of not less than SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00).

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability and Crimes insurance policies must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 19. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 20. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 21. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 22. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 23. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 24. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement

shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 25. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 26. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 28. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it

shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Public Safety Dept.
150 Bush Blvd.
Sanford, FL 32773

For CONTRACTOR:

Credit Plus Solutions Group
2491 Paxton St.
Harrisburg, PA 17111

SECTION 29. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

CREDIT SOLUTIONS GROUP

Witness

Print Name

Witness

Print Name

By: _____
TERRY A. MASCH, Vice-President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
1/17/06
rfp-0268

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order

SCOPE OF SERVICES

The specifications which follows are general in nature and are intended only to provide guidelines for the Agency's proposal. If an exception is to be made to any item listed below, please so state and provide a brief explanation.

DEFINITIONS

• ***Collection Agency***

The independent collector, attorney, accountant, collection agency, law firm, or accounting firm shall provide, with their proposal, certification that the firm has been qualified pursuant to Florida Statutes and is certified by the State of Florida. The term collection agency will hereinafter be referred to as "Agency".

• ***Contracting Agency***

The contracting agency is the Seminole County Board of County Commissioners, and is hereinafter referred to as "County".

Section 1.01 DESCRIPTION OF ENTITY AND RECEIVABLE TO BE COLLECTED

I. Public Defender's Office; Water and Sewer Division; and Animal Services Division:

• ***Nature of Services Requested***

The services to be provided will be a complete review of outstanding receivable referred to the Agency by the County. The Agency will engage in the appropriate activities required to collect the outstanding receivable.

• ***Description of Entity***

The Board of County Commissioners is the general administrative body for Seminole County, Florida, a political subdivision of the State of Florida. Florida Statute 27.562 (Attachment A) Court ordered repayment of services provided by Court appointed attorney, Public Defender; and sections pursuant to Florida Home Rule give the Board of County Commissioners the authority to contract with a collection agency for purposes of collecting outstanding receivables. (See also s. 938.29 [Attachment B].

- **Description of Outstanding Receivable**

Accounts which have outstanding balances greater than 60 days, upon review by the County and referred to the Agency, are to be collected.

a) EMS/Fire/Rescue Division

- All delinquent accounts with an outstanding balance greater than 12 months upon review by the County and referred to the Agency, are to be collected.
- Anticipated amount to be collected annually greater than \$65,000.00

b) Public Defender Liens:

- Accounts which have outstanding balances greater than 60 days, upon review by the County and referred to the Agency, are to be collected.
- Lien balance to be collected - approx. \$8,000,000.00

NOTE: Those liens for which payment is required as part of a stipulation of Probation are excluded.

c) Water and Sewer Division:

- Select accounts that have an outstanding balance of greater than 60 days, upon review of the County and referred to the Agency, to be collected.
- Anticipated amount to be collected - \$65,000.00

d) Animal Services Division Delinquencies:

- Accounts which have outstanding balance greater than 60 days, upon review by the County and referred to the Agency, are to be collected.
- delinquent accounts owing \$2,634.50
- 46 worthless checks owing \$2,119.76

1. The Agency will handle all paper work involved with collection procedures and will maintain records and current status on all accounts. This information will be available for view EMS/Fire/Rescue via internet access.
2. The Agency's collection rates shall be in compliance with Florida Statute 27.561 (Attachment C), Public Defender liens, and other applicable sections of Florida Home Rule.
3. The Agency will identify its collection rate for each of the outstanding receivable areas.
4. The Agency will perform a skip trace on all accounts to determine if debtor is still located in the area.
5. The Agency will perform asset research on all accounts.
6. The Agency will provide the Seminole County Finance Department, Accounts Receivable Division, monthly statements detailing the collections received and copy each individual department/division involved, i.e. Public Defender; Water

and Sewer Division, Animal Services Division, EMS/Fire/Rescue Division, etc. This information must be received within ten (10) days after the end of each month. The information may be mailed to the Board of County Commissioners, County Finance, P.O. 8080, Sanford, Florida 32772-8080.

7. Payments will be remitted to the Agency only when collections are made.
8. Payment will be remitted to the Agency for its services on a monthly basis. The County will reimburse the Agency for its mutually agreed percentage share of collections for all accounts.
9. The Agency will adhere to all Federal, State, local laws, and collection regulations which are applicable to collection procedures.
10. The County will authorize the Agency to take any legal means necessary to recoup monies owed to the County. Procedures for notifying the County of accounts requiring legal action prior to pursuing same, will be developed by the County.
11. The Agency submitting this proposal agrees to maintain and make available its working papers to any Federal, State, and/or local governmental agency upon appropriate request, and in accordance with Federal, State, and local provisions.

II. Library and Leisure Services Department:

(Different law and regulations are applicable to these services).

Section 257.261 Florida Statutes allows a library to disclose information to a collection agency for the purpose of collecting fines and overdue materials. Such information shall not be turned over to a credit bureau to be maintained in a person's credit files.

- ***Nature of Services Requested***

The services to be provided will be a complete review of outstanding receivable referred to the Agency by the County. The Agency will engage in the appropriate activities required to collect the outstanding receivable.

- ***Description of Entity***

The Board of County Commissioners is the general administrative body for Seminole County, Florida, a political subdivision of the State of Florida. Florida Statute 257.261 (Attachment D), see also Confidentiality: Interpreting the Amended Law (Attachment E).

- ***Description of Outstanding Receivable***

A. Library Services Department

Accounts which have outstanding balances greater than 1 year and a minimum of \$100.00, upon review by the County and referred to the Agency, are to be collected.

- 474 outstanding customers over the age of 16 at the time overdue/lost fines and fees occurred and are delinquent over 1 year.

- Delinquent amount to be collected to date \$78,430.68.

NOTE: Florida State Statute 257.261 (Attachment D) - Library registration and circulation records are confidential.

B. Parks & Recreation Division

Accounts which have outstanding balances greater than one (1) month and a minimum of \$50.00, upon review by the County and referred to the Agency, are to be collected.

- 4 outstanding customers owing \$1,940.00

1. The Agency will handle all paper work involved with collection procedures and will maintain records and current status on all accounts.
2. The Agency will identify its collection rate for Library & Leisure Services delinquencies.
3. The Agency will provide the Seminole County Finance Department, Accounts Receivable Division, monthly statements detailing the collections received and copy Library & Leisure Services. This information must be received within ten (10) days after the end of each month. The information may be mailed to the Board of County Commissioners, County Finance, P.O. Box 8080, Sanford, Florida 32772-8080.
4. Payments will be remitted to the Agency when collections are made and/or when lost materials are returned to the library due to the Agency's efforts.
5. Payment will be remitted to the Agency for its services on a monthly basis. The County will reimburse the Agency for its mutually agreed percentage share of collections for all accounts.
6. The Agency will adhere to all Federal, State, local laws, and collection regulations which are applicable to collection procedures.
7. The Agency submitting this proposal agrees to maintain and make available its working papers to any Federal, State, and/or local governmental agency upon appropriate request, and in accordance with Federal, State, and local governmental agency upon appropriate request, and in accordance with Federal, State, and local provisions.

Other areas as deemed appropriate by the Board of County Commissioners.

SAMPLE WORK ORDER

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No: _____
Contract Title:
Project Title:

Dated:

Consultant:
Address:

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
-

METHOD OF COMPENSATION:

- fixed fee basis
- time basis-not-to-exceed
- time basis-limitation of funds

TIME FOR COMPLETION:

Work Order Amount:

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Seminole County Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Seminole County Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code.

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

