



**GENERAL CONDITIONS, TERMS, AND PROVISIONS**

**1. DEFINITIONS:**

- a. **CLERK** - The term "CLERK" herein refers to the Brevard County Clerk of the Circuit Court and its duly authorized representatives.
- b. **PROPOSER** - The term "PROPOSER" used herein refers to the dealer/ manufacturer/business organization submitting a Proposal to the Clerk in response to this invitation.
- c. **VENDOR** - The term "VENDOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.
- d. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
- e. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- f. **QUALIFIED BIDDER OR PROPOSER** - The best bidder or proposer who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by Clerk staff of the proposer or its subcontractors' past performance for the Clerk, an any other information required by Clerk policies.
- g. **RESPONSIVE BIDDER OR PROPOSER** - A bidder or proposer who has submitted a bid or proposal, which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- h. **DUE CAUSE** – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

**2. SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.

**3. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

**4. PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s.

120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released. Proposal must be submitted on forms provided by the Clerk. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.

**5. PROPOSAL TABULATIONS:** Proposal tabulations are posted to the DemandStar website at: [www.demandstar.com](http://www.demandstar.com) and [VendorLink](#).

**6. CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The Clerk reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

**7. INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Proposer. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Melbourne, FL 32940, or emailed to the attention of the applicable Purchasing Agent. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Proposer received a copy of such addendum, it being understood that all Proposers are responsible to verify that they have received any such addenda prior to submitting their Proposal.

**8. EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. The Clerk is an equal opportunity employer.

**9. PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of the Clerk under this award are subject to the availability of funds lawfully appropriated for its purpose by the the Florida Clerks of Court Operation Corporation.

**10. ADDITIONAL TERMS & CONDITIONS:** The Clerk reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

**11. TAXES:** The Clerk is exempt from Federal Excise Taxes and all sales taxes.

**12. DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.

**13. MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Proposer represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Proposer shall be responsible for performing the work necessary to meet Clerk standards in a safe, neat, good and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Proposers offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the Clerk to meet fully the salient characteristics requirements listed in the specifications. Unless the Proposer clearly indicates in his Proposal that he is offering an "equal" product, the Proposer shall be considered as offering the same brand name product referenced in the specifications. If the Proposer proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Proposals and the determination as to equality of the product offered shall be the responsibility of the Clerk and will be based on information furnished by the Proposer. Purchasing Services is not responsible for locating or securing any information, which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Proposer shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Proposer proposes to furnish and what the Clerk would be binding itself to purchase by making an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Proposer agrees to indemnify and hold harmless the Clerk and its employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Proposer acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Proposer, without exception shall indemnify and save harmless the Clerk and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Clerk. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the Clerk, to provide employees training in the operation and maintenance of any items(s) purchased from this Proposal.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the Proposal list and the vendor disqualified from doing business with the Clerk.
21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
22. **WARRANTY:** The Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Proposer gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Clerk by any other provision of this Proposal.
23. **AWARDS:** As the best interest of the Clerk may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all Proposals or waive any minor irregularity or technicality in Proposals received. Proposers are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. The Clerk reserves the right to cancel an awarded Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the Proposal document, vendors shall submit one Proposal only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinances. All Bidders must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Clerk. Further, all proposers must disclose the name of any Clerk employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT ENTITIES:** The Clerk permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Clerk for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the Clerk and its staff shall not be contacted about this Proposal. Firms and their agents are hereby placed on notice that they are not to contact the Clerk or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the Purchasing Manager. Each Proposal will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Clerk action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All proposers are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit proposals on

leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a proposal for a contract to provide goods or services to a public entity, shall not submit a proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.
31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Clerk may immediately terminate any Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If the Agreement is for more than one million dollars, the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

Pursuant to Section 287.135, F.S., the Clerk may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
33. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
34. **INCURRED COST:** The Clerk is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for Proposal are entirely the obligation of the proposer and shall not be chargeable in any manner to the Clerk.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly

or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any Clerk employee. Only those communications, which are in writing from an authorized Clerk representative, may be considered. Only written communications from vendors, which are assigned by a person designated as authorized to bind the company, will be recognized by the Clerk as duly authorized expressions on behalf of the company.
38. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The vendor expressly waives venue in any other location.
39. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The Clerk reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the Clerk, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the Clerk, the contractor, and the contract manager upon completion of such portion.
40. **OPERATION DURING DISPUTE:** In the event the Clerk has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the proposer and the Clerk, the proposer agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
41. **CONTRACT TERMINATION:** The contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed contract. The Clerk user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The Clerk retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. 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.
42. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at [Brian.Breslin@BrevardFL.gov](mailto:Brian.Breslin@BrevardFL.gov), and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
43. **PROPOSER RESPONSIBILITIES:** A proposer, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the proposer and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. Clerk approved representatives of the proposer shall be available to meet with the contract manager, as may be required, to accomplish the Clerk's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/proposal.
44. **SUPERVISION OF CONTRACT PERFORMANCE:** The proposer's performance of the contract will be monitored by the contract manager. The proposer shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the proposer, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as

needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the proposer of the obligation to perform the work at the time and in the manner specified by the contract. If the proposer does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

45. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the proposer and the Clerk. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
46. **MONITORING OF WORK:** The proposer shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Proposer shall designate, in writing, a person to serve as liaison between the proposer and the Clerk.
47. **PROMPT PAYMENT:** For payment promptness, the Clerk shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. The Clerk does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Clerk Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

48. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
49. **UNAUTHORIZED ALIEN WORKERS:** The Clerk will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The Clerk shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

50. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the Clerk is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the Clerk would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the Clerk—which requires or would require the Clerk to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the Clerk within 24 hours (not including weekends and legal holidays), of notification by the Clerk to the Contractor of the request, of the specific exemption or confidentiality provision so the Clerk will be able to comply with the requirements of 119.07(1)(e) and (f), Fla. Stat.

Should the Clerk face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the Clerk which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the Clerk as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

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

51. **CLERK SEAL:** Use of the clerk Seal without the express approval of the Clerk is prohibited.
52. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the Clerk shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
  - b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
  - c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;
  - d. In the event that a tie still exists after progressing through a–c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.
53. **VENDOR COMPLAINTS AND DISPUTES:** The Clerk encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

b. **PROCEEDINGS**

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of the Clerk's Chief Deputy, Staff Counsel, and the County Finance Director. The Purchasing

Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the Clerk shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the Clerk that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

**DEBT COLLECTION SERVICES  
REQUEST FOR PROPOSAL P-3-19-03  
SECTION A**

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**DEBT COLLECTION SERVICES  
REQUEST FOR PROPOSAL P-3-19-03  
SECTION A**

**INTRODUCTION:**

The Clerk of Court of Brevard County is requesting proposals from collection firms with experience in public debt collection willing to undertake the collection of delinquent accounts. The Clerk intends to distribute debt to the collection agency or agencies selected. The Clerk expects to select two agencies but reserves the right to select more or less. The collection items may include, but are not limited to:

- Animal Enforcement fines
- Criminal fines and court costs
- Juror Contempt fines
- Juvenile fines and court costs
- Parking fines
- Public Defender fees and liens
- Traffic fines
- Civil filing and service fees

The Clerk typically turns over accounts for collection after delinquent for a period of ninety (90) days pursuant to Section 938.35, Florida Statutes. These items and other collection efforts as required would be turned over to the awarded Contractor(s) up to 90 days prior to the expiration of the then current term of any contract awarded hereunder.

A pre-proposal meeting is scheduled for December 6, 2018 p.m. Eastern Time, at the Brevard Room, 518 S. Palm Avenue, Titusville, Florida 32780.

Brevard County Purchasing Services will be leading the Clerk and his staff in conducting the RFP process. The County RFP process will be followed as much as possible. The process shall satisfy any Sunshine Law concerns although the Clerk believes it is not required. In summary, meetings of the committee will be publicly noticed, the public will be invited to meetings of the committee, and presentations of contractors, should there be any, will be taped. The selection committee will make a recommendation to the Clerk based on their fact finding efforts, but the decision to award is in the sole discretion of the Clerk.

In the event there is a bid protest from one or more of the losing bidders, a bid protest committee will evaluate and make a recommendation to the Clerk. The Clerk will make the final decision on the result of a bid protest.

**DEFINITIONS:**

- Contractor – The firm or agency awarded a contract in accordance with the Request for Proposal.
- Clerk – The Brevard County Clerk of the Circuit Court, his deputies, and the office.



## **1.0 CONTRACT SCOPE AND STATEMENT OF WORK**

The awarded Contractor must be prepared to devote substantial personnel time and resources to this undertaking to assure a major, aggressive effort is made to collect the delinquent accounts without undue delay and to report promptly, completely and accurately all collection activities. The Clerk proposes to enter into a one (1) year contract with an option to renew up to three (3) additional one (1) year periods with Contractors to undertake aggressive efforts to collect debts as described in Section B. The Clerk may renew or not renew Contractors on an individual Contractor basis. Any agreement entered into as a result of this Request for Proposal (RFP) is non-exclusive. The services to be performed shall include the following:

- 1.0.1 The Contractor shall undertake collection of delinquent accounts as described in Section 1.0 and that are referred to the Contractor(s) no less than ninety (90) days after becoming delinquent.
- 1.0.2 The Contractor must have the ability and resources for collecting in the State of Florida as well as out-of-state collections.
- 1.0.3 Perform collection activities including, but not limited to, formally demanding payment of each collection item and/or seeking an arrangement satisfactory to the Clerk under which the collection item will be paid.
- 1.0.4 The Contractor shall have the ability to calculate interest on interest bearing accounts, including allowing partial payments towards judgments and accurately calculating interest based on previous interest accumulation date and balance due on the principal.
- 1.0.5 The Contractor shall have the ability to accept multiple interest bearing obligations with different due dates on a single account.
- 1.0.6 The Contractor shall have the ability to accept and update daily adjustments to amounts and/or due dates.
- 1.0.7 The Contractor shall have the ability to accept and update daily recall requests.
- 1.0.8 The Contractor shall have the ability to accept a previously recalled record back as an active account.
- 1.0.9 The Contractor shall provide the Clerk a periodic listing of address updates on debtors when the Contractor locates and confirms validity of new addresses.
- 1.0.10 Collection shall be subject to all applicable federal, state, and local laws, rules, and regulations.

- 1.0.11 The Contractor shall provide electronic and prompt remittance of collections and all collection substantiating documentation to the Clerk.
- 1.0.12 The Contractor shall maintain appropriate records, including financial records that can be audited.
- 1.0.13 The Contractor shall provide internet access to real-time account status by multiple Clerk staff simultaneously.
- 1.0.14 The Contractor shall provide a summary of terms or abbreviations used on the Contractor's application to enable clerks to decipher activity on accounts.
- 1.0.15 The Contractor shall provide periodic performance and management reports detailing individual account information in accordance with Section 1.0.22.
- 1.0.16 The Contractor shall initiate Credit Agency notifications for any accounts as previously approved by the Clerk.
- 1.0.17 The Contractor shall not litigate or compromise any undisputed bill for less than its full value without prior approval from the Clerk.
- 1.0.18 The Contractor shall submit any disputed amount to the Clerk for review and research before continuing with the collection process.
- 1.0.19 The Contractor shall refer any debt it deems to be collectible through litigation to the Clerk for authorization to pursue further collection efforts.
- 1.0.20 The Clerk will review and have final editorial approval of all printed formats of collection notices and telephone scripts used by the Contractor for collection of past due accounts. Notices will not indicate that a license suspension may occur unless the debt is a criminal or traffic debt. Additionally, notices will not make references to warrants.
- 1.0.21 The Contractor shall provide the following reports electronically to the Clerk for each account assigned to the Contractor:
  - 1.0.21.1 Acknowledgement Report – Number of files and dollar amount received from the Clerk upon receipt of electronic file: **Weekly**
  - 1.0.21.2 Collection Report – Number of accounts/Listing of accounts and amount remitted, and date of collection: **Daily**
  - 1.0.21.3 Cancel and Return Report Inventory Listing: **Weekly**
  - 1.0.21.4 Inventory Listing: **Weekly**

1.0.21.5 Credit Reporting Service Notification: **Weekly**

Other reports that may directly relate to the scope of services or other such reports mutually agreed upon may be requested as needed.

1.0.22 The Contractor shall collect a uniform percentage-based fee for all accounts which the contractor collects on. The Contractor will retain the collection fee and remit the remainder collected to the Clerk.

1.0.23 The Contractor will describe forms of payment allowed for payment by debtors. If the Contractor allows payment by check, the Contractor will specify the period for check clearance and remittance to the Clerk. The debtor will also be informed of this time period. The Contractor shall not remit payment by check to the Clerk until the check has cleared Contractor's account. The Contractor must not charge an extra fee for payments remitted by credit card, check by phone, or other electronic payment option.

1.0.24 The Contractor shall be responsible for any insufficient funds accepted by the Contractor. The Contractor shall not request payment reversal from the Clerk's accounts for insufficient funds.

**1.1 Conflict of Interest**

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

**1.2 Proposed Schedule**

Issue Request for Proposal	November 8, 2018
Pre-proposal Meeting	December 6, 2018
Last day to submit questions or requests for clarification	December 13, 2018
Proposal Delivery Closing Time and Date	December 20, 2018 @ 2:00 P.M.

Evaluation Committee Completes Individual Review of Proposals	TBD
Committee Meets with Clerk Who Picks Short List and Decides on Presentations	TBD
Oral Presentations to Committee, if any	TBD
Committee Completes Individual Re-Review of Proposals after Presentations	TBD
Committee Meets with Clerk and Clerk Decides Award(s)	TBD
Notice of Award and Intent to Negotiate Contract(s)	TBD

Last Day to Make Bid Protest (within 5 days of notice of intended award(s))  
TBD

### 1.3 Questions Concerning RFP/No Contact Provision

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

Questions concerning any portion of this RFP shall be directed in writing to the below named individual who shall be the official point of contact for this RFP. Questions should be submitted no later than December 13, 2018.

Mark envelope(s) or email questions to:

QUESTION: RFP for Debt Collections Services

Leslie Rothering, Central Services Department/Purchasing Services  
[Leslie.Rothering@brevardfl.gov](mailto:Leslie.Rothering@brevardfl.gov)  
2725 Judge Fran Jamieson Way, Bldg C,  
Viera, FL 32940  
Tel: (321) 617-7390 ext 5-6038  
Fax: (321) 617-7390

### 1.4 Proposal Closing Date and Time

1.4.1 The original proposal and five (5) copies of the proposal must be received by the Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, 3<sup>rd</sup> Floor, Building C, Viera, Florida 32904, **no later than 2:00 p.m. local time on December 20, 2018.** Proposals received after this time will not be considered.

1.4.2 The names of the firms submitting proposals will be read aloud at this time. No details of the proposals will be released until the recommendation for award is announced. (See also Section 3.9 [Disclosure of Proposal Content](#))

### 1.5 Delivery of Proposals

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

Mark envelope(s):

RFP for Debt Collection Services for Clerk of Court – P-3-19-03  
Brevard County Purchasing Services  
2725 Judge Fran Jamieson Way, Bldg. C, 3<sup>rd</sup> Floor  
Viera, FL 32940

**Note\*\*** Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.), they are properly instructed to deliver your proposal to the

Compliance & Collections Department at the above address. To be considered, a **proposal must be accepted in the Purchasing Services Department prior to the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach the Purchasing Services in time.

## **1.6 Use by Other Governmental Organizations**

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

## **2.0 CONTRACTOR REQUIREMENTS**

- 2.0.1 The awarded Contractor shall have sufficient personnel available to proceed promptly and simultaneously for the collection of all collection items.
- 2.0.2 Personnel devoted to this collection effort shall be competent, qualified, and experienced to assure an aggressive, vigorous collection effort with a substantial likelihood of success. Personnel profiles shall be submitted.
- 2.0.3 The awarded Contractor must have sufficient financial capacity, working capital, and other financial resources to perform the contract.
- 2.0.4 During the term of the contract, the awarded Contractor shall provide, pay for, and maintain with companies satisfactory to the Clerk, insurance as described in Section C. Proof of registration required of a consumer and commercial collection Contractor to do business in the State of Florida will be required with the submission of your proposal.
- 2.0.5 The awarded Contractor shall have sufficient information technology capabilities to provide the Clerk with detailed and timely reports indicating collection efforts and monies recovered. Reports shall be provided pursuant to the aforementioned schedule (see 1.0.22) and upon request.

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

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

In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the

Clerk's Office no later than 48 hours prior to any meeting at 321-637-5413 ext. 49182 for assistance.

### 3.2 Clarification and Addenda

3.2.1 It is incumbent upon each respondent to carefully examine these specifications, terms and conditions. Any inquiries, suggestions or requests concerning interpretation, clarification, or additional information shall be made in writing (facsimile transmissions acceptable) through the person listed above. The Clerk shall not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.

3.2.2 If it becomes necessary to revise or amend any part of this RFP, notice shall be given to all prospective Contractors who were sent a RFP. Failure to acknowledge receipt of amendments by the Contractors in their proposal may be cause for rejection of the proposal. It is incumbent upon each Contractor to ensure that they have received all addendum and amendments to this RFP **before** submitting their proposals.

### 3.3 Proposal Format

3.3.1 This RFP requires a detailed proposal that includes all information requested, as outlined in Section 2.0, Contractor Requirements. **An original, marked "ORIGINAL", and five (5) copies, each marked "COPY", are required (six total proposal packages).** Failure to provide the required number of copies may disqualify the proposal.

3.3.2 The original proposal must be signed by an official authorized to legally bind the Contractor to its provisions and shall contain a statement that the proposal shall remain valid for at least ninety (90) calendar days from the proposal closing date.

3.3.3 Terms and conditions differing from those in this RFP shall be cause for disqualification of the proposal.

### 3.4 Post Bid Discussions with Contractors

It is the Clerk's intent to commence final contract negotiations with the Contractor(s) deemed most advantageous to the Clerk. The Clerk reserves the right, however, to conduct post-bid discussions with any Contractor possessing a realistic possibility of contract award including request for additional information and request for "best and final" offers.

### 3.5 Presentations by Contractors

The Clerk, at its sole discretion, may ask any Contractor to make an oral presentation and/or demonstration without charge to the Clerk. The Clerk reserves the right to require

any Contractor to demonstrate to the satisfaction of the Clerk that the Contractor has the fiscal and technical ability to perform the services as proposed. The demonstration must satisfy the Clerk and the Clerk shall be the sole judge of compliance. The Clerk may also decide that presentations and/or demonstrations are not required of a Contractor.

### **3.6 Governing Laws**

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

### **3.7 Minimum Requirements**

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

### **3.8 Contract**

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

3.8.2 The initial term of the ensuing contract(s) shall be for one (1) year following award. The contract(s) may be renewed for up to three (3) additional one-year periods under the same terms and conditions, with the mutual consent of the Clerk and the contractor(s).

3.8.3 If the Contractor fails to properly perform the conditions of the contract, in the sole opinion of the Clerk, the Clerk will communicate to the Contractor in writing the problem(s) that exist. The Contractor shall have up to ten (10) calendar days to rectify the problem(s). If the same or other problems persist or recur, the Clerk may immediately cancel the contract by advising the Contractor in writing.

3.8.4 The Clerk reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice to the Contractor.

3.8.5 Termination or cancellation of the contract shall not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of

accounts, etc., required and not received for items completed before the effective date of termination).

3.8.6 Termination or cancellation of the contract shall not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract.

### **3.9 Right to Audit Records and Custody of Public Records**

In the performance of this Agreement, the Contractor shall keep and maintain books, records, and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. The Contractor is required to comply with Section 119.0701, F.S. (2014) without limitation and is considered a custodian of public records with regard to any and all records relative to this contract. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office or the public and shall be retained by the Contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from Art. I, § 24(a), Fla. Const. and Section 119.071, F.S. (2014). At the termination of this Agreement in any fashion, the Contractor shall arrange, at no cost to the Clerk, the transfer of all public records to the Clerk. Records stored in an electronic format shall be provided in a format compatible with the Clerk's information systems.

### **3.10 Award**

The Clerk reserves the right to award the contract(s) to the Contractor(s) which the Clerk deems to offer the best overall proposal(s). The Clerk is therefore not bound to accept a proposal on the basis of best rank by the Committee and further, the Clerk has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications..

### **3.11 Evaluation Process**

3.11.1 A Selection Committee will evaluate proposals in a fact-finding role for the Clerk. The County purchasing agent will be responsible for the evaluation process and the sole point of contact for all Contractors. In addition to the materials provided in the written responses to this RFP, the Selection Committee may request additional material, information, or references from the Contractor or from others.

3.11.2 The overall perspective of the Selection Committee will be the examination of each response to determine how effectively it satisfies the RFP.

3.11.3 The evaluations will be completed in a two-step process. In step one (1), the Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Committee will score and rank



all responsive proposals and determine a short list to recommend to the Clerk. The Clerk shall make the final decision as to whether there are presentations and as to which Contractor(s). In step two (2), if the Clerk asks for presentations to the Committee from the short list, the Committee shall re-score and re-rank based on the presentations, references, and proposal of the Contractors. The Clerk will consider the recommendations of the Committee but will decide in its sole discretion what Contractor(s) if any will be asked to enter into negotiations for a contract.

### **3.12 Licenses and Certificates**

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

### **3.13 Insurance**

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

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

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

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

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

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

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

3.14.3 The Contractor (and/or Subcontractor) will be able to perform the contract in

accordance with its terms and conditions and

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

### **3.15 On-Site Inspection**

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

### **3.16 Contractor's Responsibility**

A Contractor, by submitting a proposal, represents that:

3.16.1 The Contractor has read and understands the Request for Proposal and the proposal is made in accordance therewith, and

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

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

### **3.17 Representations**

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

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

Each proposal shall include such information solicited in this RFP, plus any additional data that the Contractor deems pertinent to the understanding of the proposal. Proposals shall be organized and sections tabbed in the following order. Each section shall contain no more than the specified number of pages. Proposals shall use the Bates numbering system. The Contractor should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. This section must be prepared in a clear and concise manner and should thoroughly address

each of the categories listed in Section 8.1 - Evaluation Criteria. Any additional data that the Contractor deems pertinent should be included in an appendix at the end of the proposal. Any information contained in the appendix must be clear and succinct. The Contractor agrees that the additional data is for understanding purposes only and may not be evaluated by the committee or considered by the Clerk.

All proposals shall include at a minimum:

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

An executive summary highlighting the qualifications of your firm must be submitted. This should include a brief resume of all partners and associates by whom the services are to be provided. The summary should also include a named officer of the company who will be the single point of contact for the Clerk to address questions or issues relating to the performance of the contract. This should be limited to three (3) pages. Also, a short corporate history of the company shall be submitted limited to two (2) pages. Up to two pages summarizing the Contractor's technical resources shall also be included. Responses more than the seven pages total may be considered non-compliant or the extra pages ignored by the evaluators.

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

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

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

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

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

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

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

#### **4.2 Tab 2 - References**

Each Contractor shall provide at least two (2) references of local or municipal government accounts for which the Contractor has provided the same or similar services during the past three (3) years limited to three (3) pages. Responses more than three pages may be considered non-compliant or the extra pages ignored by the evaluators. Each reference shall include, at a minimum:

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

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

The Contractor shall agree in writing to waive all causes of action against any references related to the information provided. The waiver should be in writing and signed by an authorized representative such as a partner or company officer and included at the end of this References section of the Contractor's proposal.

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

4.3.1 A work plan must be submitted, detailing your specific plans for effecting collection of the items described in Section B limited to ten (10) pages. Responses more than ten pages may be considered non-compliant or the extra pages ignored by the evaluators. The work plan should include:

- Identification of the key elements of the plan
- Identification of the services provided under the plan
- A discussion of the specific steps to be followed in seeking arrangements for payment of collection items without the need to levy execution or proceed with foreclosure. Discussion should include steps relative to both secured and non-secured debt and any specialized actions relevant to the needs of the Clerk.
- A discussion of the type of auditable financial records that will be maintained.
- A discussion of the remittance procedure required by Section 7.0.
- Explanation of your firm's technical resources and ability to provide information from the Florida Secretary of State, Department of Motor Vehicles, Division of Driver's Licenses, and all other sources of information.
- Explanation of technical resources which would allow the Clerk to provide automated transmittal information to the Contractor and for the Clerk to receive payment transmittal information.

- Describe any electronic communication capabilities including receipt of payments from delinquent accounts via the Internet. Describe method of transfer of collections to the Clerk.

4.3.2 The Contractor shall include in its proposal a provision substantially as follows:

"Contractor shall use its best efforts to collect each collection item. In the event Contractor is unable to collect any collection item referred to it within one hundred eighty (180) days after referral, Contractor shall notify the Clerk thereof in writing promptly after such one hundred eighty (180) day period ("180 Day Notice") and in such notice explain in detail:

- The collection efforts undertaken, and
- What additional efforts, if any, should be made to effect collection, and
- Contractor's opinion as to the reasonable ability to collect the item, with reasons for such opinion.

The Clerk may in its discretion terminate collection efforts as to any collection item effective immediately upon written notice to the Contractor, given within ten (10) days after receipt by the Clerk of the 180 Day Notice. In the absence of such notice from the Clerk, the Contractor shall continue collection efforts as to such collection item until the first to occur of the expiration of an additional one hundred eighty (180) days after the 180 Day Notice or the expiration of the contract awarded the Contractor".

4.3.3 Provide a timeline for implementation of the plan. The timeline should be no more than one (1) page and be part of the Work Plan.

#### **4.4 Tab 4 - Authorized Signature**

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

#### **4.5 Tab 5 - Conflict of Interest Disclosure/No Contact Provision**

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

#### **4.6 Tab 6 - Financial Stability**

Indication of financial capacity to undertake the scope of services as indicated. Contents of this section should include all documentation and information as described in Section 2.0.3. This section is limited to five (5) pages. Responses more than five pages may be considered non-compliant or the extra pages ignored by the evaluators.

#### **4.7 Tab 7 - Sample Reports**

Provide samples of reports to the Clerk as described in Section 7.0. This section is limited to ten (10) pages. Responses more than ten pages may be considered non-compliant or the extra pages ignored by the evaluators.

#### **4.8 Tab 8 – Index**

Provide an index between RFP requirements and page(s) in the proposal. Indicate where proposal requirements are addressed or satisfied accordingly in the Contractor proposal. Utilize the Bates method for numbering pages.

### **5.0 RIGHTS OF THE CLERK**

#### ***The Clerk reserves the right to:***

- 5.0.1 Reject any or all of the proposals.
- 5.0.2 Issue a subsequent Request for Proposal.
- 5.0.3 Cancel the entire Request for Proposal.
- 5.0.4 Remedy technical errors in the Request for Proposal process.
- 5.0.5 Establish a short list of Contractors eligible for oral presentations after review of proposals.
- 5.0.6 Award of contract referring all collection items to one Contractor or award a contract covering less than all collection items to each of several Contractors. Award of a contract under this Request for Proposal establishes an exclusive agreement for the indicated services and does not preclude the Clerk from entering into additional and/or separate contracts for similar services.

This Request for Proposal does not commit the Clerk to accept any proposal, nor does it obligate the Clerk to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The Clerk reserves the right to contract with any Contractor. Any reissuance or cancellation of the RFP may be done without cause and without reason to any firm submitting a proposal. However, the Clerk will provide notice of cancellation to any firm who has submitted a proposal in the event the RFP is cancelled.

### **6.0 CONTINGENT FEE**

Fees shall be as percentages of gross collections of collection items and shall be fixed at 25%.

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

The full or partial payment amount of the delinquent account will be remitted to the Clerk upon collection. The Clerk shall not be responsible for fees for checks returned for non-sufficient funds. The Clerk shall not reverse payment remitted to the Clerk if payment is returned for non-sufficient funds.

## **7.0 REMITTANCE PROCEDURES: REPORTS**

7.0.1 Each proposal should provide a remittance procedure as follows:

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

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

## **8.0 EVALUATION OF PROPOSALS**

A Selection Committee will evaluate proposals. The County purchasing agent will be responsible for the evaluation process and the sole point of contact for all Contractors. In addition to the materials provided in the written responses to this RFP, the Selection Committee may request additional material, information, or references from the Contractor or from others.

***The overall perspective of the Selection Committee will be the examination of each response to determine how effectively it satisfies the RFP. Each team member will evaluate their copy of the proposal independent of the others and provide a score of the proposal.***

### **8.1 Evaluation Criteria**

#### **8.1.1 Proposal Components – 10%**

This criterion shall be evaluated on the basis of submission of the quality of the elements of the proposal, and the content/presentation of the proposal including during presentations if required.

#### **8.1.2 Experience/Expertise - 20%**

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

8.1.3 Personnel Resources – 20%

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

8.1.4 Technical Resources – 20%

This criterion shall be evaluated on the basis of technical resources and innovation on the part of the Contractor to collect debt on behalf of the Clerk. Computer capability as described in Section 4.0.

8.1.5 Financial Capacity – 10%

This criterion shall be evaluated on the basis of financial capacity to undertake this collection effort. Financial references such as banks or other lending agencies having knowledge of the Contractor's credit history can be another aspect of this evaluation.

8.1.6 Past Performance – 20%

This criterion shall be evaluated on the basis of references and performance on similar contracts including with the Clerk if there were any.

## **9.0 AWARD**

Subject to the reservation of rights in Section 5.0, an award shall be made to the Contractor(s) in the Clerk's sole discretion. All proposals shall be valid for one hundred twenty (120) days after the proposal opening.

Until a formal notice of award is issued by the Clerk, no communication by the Clerk, either written or oral, shall be interpreted as a promise that an award will be made. Final award will be made in writing and signed by the Clerk. All proposals not selected will receive notice indicating such.



**DEBT COLLECTION SERVICES  
REQUEST FOR PROPOSAL P-3-19-03  
SECTION B**

**SUMMARY OF BAD DEBT**

Transfer of delinquent accounts currently placed with our current collection agencies will occur within 90 days from the signing of new contracts. All accounts currently placed with the exception of those accounts on a payment arrangement will be transferred based on an alphabetical distribution between the agencies with each agency receiving an approximate equal amount of the total delinquent debt.

All accounts not in collection status as of the date of the contract will be placed with the Contractor awarded the new primary contract within ninety (90) days from the signing of the contract. We currently place approximately \$130,000 per week.

The accounts include but are not limited to:

- Animal Enforcement fines
- Criminal fines and court costs
- Juror Contempt fines
- Juvenile fines and court costs
- Parking fines
- Public Defender fees and liens
- Traffic fines
- Civil filing and service fees

**DEBT COLLECTION SERVICES  
REQUEST FOR PROPOSAL P-3-19-03  
SECTION C**

**INSURANCE AND INDEMNIFICATION REQUIREMENTS**

**MINIMUM INSURANCE REQUIREMENTS**

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

at the sole responsibility and risk of Contractor.

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

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

1.2 Contractor hereby waives subrogation rights for loss or damage against the Clerk.

1.3 The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract.

**INDEMNIFICATION**

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

---

ACCEPTED BY:

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

Address \_\_\_\_\_

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

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

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, who is [ ] personally known or [ ] produced  
\_\_\_\_\_ as identification and who did take an oath.

My Commission Expires

---

Notary Public

---

Printed Name of Notary

**DEBT COLLECTION SERVICES  
REQUEST FOR PROPOSAL P-3-19-03  
SECTION D**

**SELECTION COMMITTEE REPRESENTATIVES**

Leslie Rothering, County Purchasing – County employee, non-voting member, and process/meeting conductor

Michelle Levar, Titusville Branch Manager – Clerk employee and voting member

Michael Salvatore, Clerk Finance Director – Clerk employee and voting member

Tyler Winik, Legal Affairs & Special Projects – Clerk employee and voting member

Andrea Butler, Compliance and Collections Supervisor – Clerk employee and voting member

Samantha McDaniel, Compliance and Collections Lead Clerk – Clerk employee and voting member

**BID PROTEST COMMITTEE REPRESENTATIVES**

Laurie Rice, Chief Deputy Clerk – Clerk employee and bid protest voting member

Rebecca Lober, Staff Counsel – Clerk employee and bid protest voting member

Steve Burdett, County Finance Director – Clerk employee and bid protest voting member

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**CONFIRMATION OF E-VERIFY PARTICIPATION FORM**  
**SECTION E**

*In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.*

- 1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.*
- 2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.*
- 3. All vendors/contractors must meet this requirement unless:
  - a. The contract is solely for goods-based procurement where no services are provided; or*
  - b. Where the requirement is waived by the Board of County Commissioners.**
- 4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.*
- 5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.*
- 6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.*

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.*

\_\_\_\_\_  
*Business Name*

\_\_\_\_\_  
*Bid Number and Name*

\_\_\_\_\_  
*Authorized Representative's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Position*

**DEBT COLLECTIONS SERVICES  
REQUEST FOR PROPOSAL P-3-19-03  
SECTION F**

**PROPOSAL CHECKLIST**

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

- 1. *Signed/Notarized Proposal Acknowledgement (Section 4.4)***
- 2. *Conflict of Interest Disclosure/No Contact Provision (Section 1.1 & Section 1.3)***
- 3. *Proof of Registration to do business in the State of Florida (Section 2.0.4 & Section 3.15)***
- 4. *List of references (Section 4.2)***
- 5. *Financial Statements and Proof of Financial Capacity (Section 2.0.3)***
- 6. *Completed Insurance/Indemnification Form (Section C)***
- 7. *One (1) original proposal marked “Original” and five (5) copies marked “Copy” (Section 1.4)***
- 8. *Completed Confirmation of E-Verify Participation Form (Section E)***

**ATTACHMENT 1  
DRAFT DOCUMENT**

**SAMPLE CONTRACT FOR SERVICES**

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

**WITNESSETH**

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

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

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

**1. SCOPE OF THE WORK:**

The Request for Proposal (RFP) document, any addenda, and the proposal submitted by the Contractor are hereby incorporated by reference into this Agreement. Unless modified by this Agreement or future amendments to this Agreement, the terms and conditions of those documents will be binding on the parties. The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation as needed to perform the following services:

- a. The Contractor shall undertake collection of delinquent accounts no less than ninety (90) days after becoming delinquent.
- b. The Contractor shall have the ability and resources for collecting in the State of Florida as well as out-of-state collections.
- c. The Contractor shall perform collection activities including, but not limited to, formally demanding payment of each collection item and/or seeking an arrangement satisfactory to the Clerk under which the collection item will be paid.
- d. The Contractor shall have the ability to calculate interest on interest bearing accounts, including allowing partial payments towards judgments and accurately calculating interest based on previous interest accumulation date and balance due on the principal.
- e. The Contractor shall have the ability to accept multiple interest bearing obligations with different due dates on a single account.
- f. The Contractor shall have the ability to accept and update daily adjustments to amounts and/or due dates.
- g. The Contractor shall have the ability to accept and update daily recall requests.
- h. The Contractor shall have the ability to accept a previously recalled record back as an active account.



- i. The Contractor shall provide the Clerk a periodic listing of address updates on debtors when the Contractor locates and confirms validity of new addresses.
- j. The Contractor shall be responsible for performing collection activities subject to all applicable federal, state, and local laws, rules, and regulations.
- k. The Contractor shall provide electronic and prompt remittance of collections and all collection substantiating documentation to the Clerk.
- l. The Contractor shall provide maintenance of appropriate records, including financial records that can be audited.
- m. The Contractor shall provide internet access to real-time account status by multiple Clerk staff simultaneously.
- n. The Contractor shall provide a summary of terms or abbreviations used on the Contractor's application to enable clerks to decipher activity on accounts.
- o. The Contractor shall provide the Clerk periodic performance and management reports detailing individual account information.
- p. The Contractor shall initiate Credit Agency notifications for any accounts as previously approved by the Clerk.
- q. The Contractor shall not litigate or compromise any undisputed bill for less than its full value.
- r. The Contractor shall submit any disputed amount to the Clerk for review and research before continuing with the collection process.
- s. The Contractor shall refer all debts it deems to be collectible through litigation to the Clerk for further collection.
- t. The Clerk will review and have final approval of all printed formats of collection notices and telephone scripts used by the Contractor for collection of past due accounts.
- u. The Contractor shall provide the following reports electronically to the Clerk for each account assigned to the Contractor:
  - i. Acknowledgement Report – Number of files and dollar amount received from the Clerk upon receipt of electronic file: Weekly
  - ii. Collection Report – Number of accounts/Listing of accounts and amount remitted, and date of collection: Daily
  - iii. Cancel and Return Report Inventory Listing: Weekly
  - iv. Inventory Listing: Weekly
  - v. Credit Reporting Service Notification: Weekly
  - vi. Other reports that may directly relate to the scope of services or other such reports mutually agreed upon may be requested as needed.
- x. The Contractor shall submit a uniform fee for all accounts. The Contractor will retain the collection fee and report that amount with each transmittal of collections to the Clerk.
- y. The Contractor will describe forms of payment allowed for payment by debtors. If the Contractor allows payment by check, the Contractor will specify the period for check clearance and remittance to the Clerk. The debtor will also be informed of this time period. The Contractor shall not charge a fee for payments remitted by credit card, check by phone, or other electronic payment option.
- z. The Contractor shall be responsible for any insufficient funds accepted by the Contractor.

## **2. COLLECTION DATA:**

The Clerk shall furnish or provide the Contractor with the following:

- a. Provide name, case number(s), last known address, date of birth, social security number, mail forwarding information, etc., if known, from the information currently available to the Clerk.
- b. Provide access to the Contractor, with proper notification, to all reports concerning any of the collection items.
- c. Case information will be automated transmittal by tape, diskette, or electronic to the Contractor. The automated transmittal will assure both speed and accuracy of the information transfer.

## **3. TERM:**

The term of the Agreement shall begin \_\_\_\_\_ and continue through \_\_\_\_\_. The Clerk shall have the option to renew this Agreement with sixty (60) days prior written notice for three (3) additional one (1) year periods, at the same terms and conditions, with the mutual consent of the Clerk and the Contractor.

## **4. PAYMENTS:**

The Clerk shall pay the Contractor for services provided under this Agreement, on a contingency basis, the sum of 25% of actual amounts collected where files are submitted by the Clerk to the Contractor electronically or by magnetic media. Payment to the Clerk of collected items shall be as follows: Wire transfer on a weekly basis with the Clerk. This weekly wire transfer would involve funds collected net of the Contractor's contingent fee. Any cost associated with the wire transfer will be paid for by the Contractor. If necessary, other methods may be agreed upon between the Contractor and the Clerk. The Clerk reserves the right to deduct from any Contractor invoice an amount for defective or non-conforming work or for work not provided but invoiced. The Clerk shall remit payment to the Contractor for payments of assigned accounts received directly by the Clerk in accordance with the Florida Prompt Payment Act, Section 218.70, F.S., et seq.

## **5. REPORTS:**

As full or partial payment of collection items are collected by the Contractor, reports shall be remitted to the Clerk daily. Each remittance shall be accompanied by a dated report. Each report shall detail each collection item included in the remittance and shall state the name of the person from whom collected, amount collected, amount remitted, unpaid balance of the collection item, and case or other identifying number or information. The Contractor will provide monthly a report briefly stating the status of collection efforts to the Clerk. Reports shall also detail the amount collected and the fee amount deducted.

## **6. INDEMNIFICATION:**

The Contractor shall indemnify and hold harmless the Clerk and its employees from and against any and all claims, losses, liabilities, or damages, demands, and actions including payment of reasonable attorney's fees, arising out of or resulting from the negligent performance or failure of performance of the Contractor's obligations under this Agreement. Contractor shall not be liable for any claims, losses, liabilities, damages, demands, or actions to the extent caused by the negligence or willful misconduct of the Clerk and its employees. It is the intent of the parties that, where the negligence or willful misconduct of the Clerk or its employees is determined to have been contributory, the principals of comparative negligence as applied in the State of Florida shall be followed and each party shall bear the proportionate cost attributable to its own negligence or willful misconduct. In no event will Contractor be liable for lost profits/revenues from transferred accounts, unless such collections have been received by the Contractor and a loss is directly attributed to Contractor's negligent actions or omissions, or liable to the Clerk or third parties for any special, incidental or consequential damages, except as provided by

law, or for the uncollectibility of any account under any circumstances. This Section shall survive the termination or expiration of the Agreement.

## **7. MODIFICATIONS TO CONTRACT:**

This contract, together with any exhibits, task assignments, and schedules constitute the entire contract between the Clerk and the Contractor and supersedes all prior written or oral understandings. This contract and any exhibits, task assignments, and schedules may only be amended, supplemented, or cancelled by a written instrument duly executed by the parties hereto.

## **8. INSURANCE**

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. Professional Liability Insurance (including Errors and Omissions) with minimum limits of one million dollars (\$1,000,000) per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage". Contractor shall submit annually to the Clerk a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

b. Comprehensive Insurance covering employee dishonesty and theft, disappearance and destruction of money and securities with minimum limits of two hundred fifty thousand dollars (\$250,000) per occurrence.

c. Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by Florida law, shall be provided for the Contractor's employees.

d. Insurance Certificates: Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to the Clerk by certified mail to the Contract Manager, Compliance & Collections Department, P. O. Box 219, Titusville, Florida 32781-0219. Contractor shall also notify the Clerk, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.

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

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

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

## **9. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:**

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

In the event that any such Proceeding reported pursuant to this section or Proceedings of which the

Clerk otherwise becomes aware, during the term of the contract, causes the Clerk to be concerned about:

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

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

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

**10. ON-SITE INSPECTION:**

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

**11. ATTORNEY'S FEES:**

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

**12. GOVERNING LAW:**

This agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

**13. COMPLIANCE WITH STATUTES**

It shall be the Contractor's responsibility to be aware of and comply with all federal, state, and local laws.

**14. VENUE:**

Venue for any legal action by any party to this agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

**15. ASSIGNMENTS:**

This Agreement, or any interest therein, including, but not limited to, any claim for monies due or to become due with respect thereto, shall not be assigned or delegated, or both, by the Contractor, without the prior written approval of the Clerk, which approval shall not be unreasonably withheld.

**16. TERMINATION:**

If the Contractor fails to properly perform the conditions of the Contract, in the sole opinion of the Clerk, the Clerk will communicate to the Contractor in writing the problem(s) that exist. The Contractor shall have up to thirty (30) calendar days to rectify the problem(s). If the same or other problems persist or

recur, the Clerk may immediately cancel the contract by advising the Contractor in writing.

The Clerk reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the Contract shall not relieve the contractor of any obligations for any deliverables entered into prior to the termination to the Contract (i.e. reports, statements of accounts, etc. required and not received).

Termination or cancellation of the Contract shall not relieve the Contractor of any obligations or liabilities resulting from acts committed by the Contractor prior to the termination of the Contract.

Unless termination is a result of misconduct, upon any termination of this Agreement,

(a) Contractor will continue its collection efforts with respect to the accounts assigned prior to and existing on the date of termination for a period of ninety (90) days;

(b) Contractor will continue its collection efforts with respect to all accounts that have been referred by the Contractor to an attorney for the commencement of a lawsuit for collection and all accounts where payment arrangements are being met according to agreed-upon terms, until the conclusion of such lawsuit or payment arrangement; and

(c) Clerk will pay Contractor the contingency fee with respect to the collections referenced in (a) and (b) above, regardless of when the collections are received and whether received by the Clerk or Contractor including litigation.

If termination is due to misconduct, all accounts shall be immediately returned to the Clerk and no more payments will be due to the Contractor.

#### **17. INDEPENDENT CONTRACTOR:**

The Contractor shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee, or representative of the Clerk nor shall the Contractor inherit any rights granted employees or deputies of the Clerk by virtue of this Contract unless otherwise specified in writing.

#### **18. RIGHT TO AUDIT RECORDS AND CUSTODY OF PUBLIC RECORDS:**

In the performance of this Agreement, the Contractor shall keep and maintain books, records, and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. The Contractor is required to comply with Section 119.0701, F.S. (2013) without limitation and is considered a custodian of public records with regard to any and all records relative to this contract. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office or the public and shall be retained by the Contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from Art. I, § 24(a), Fla. Const. and Section 119.071, F.S. (2013). At the termination of this Agreement in any fashion, the Contractor shall arrange, at no cost to the Clerk, the transfer of all public records to the Clerk. Records stored in an electronic format shall be provided in a format compatible with the Clerk's information systems.

#### **19. UNAUTHORIZED ALIEN WORKERS:**

The Clerk will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The Clerk shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate

termination of this Agreement.

**20. FEDERAL TAX ID NUMBER:**

The Contractor shall provide to the Clerk their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

**21. EMPLOYMENT:**

The Contractor shall not engage the services of any person or persons now employed by the Clerk, including any department, contractor, board or commission thereof, to provide services relating to this contract without written consent from the Clerk.

**22. PUBLIC ENTITY CRIMES:**

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

**23. USE BY OTHER GOVERNMENTAL ORGANIZATIONS:**

Should another governmental organization in the State of Florida desire one or more of the herein described Debt Collection Services through the cooperative use of this Agreement, the Contractor may provide such service(s) to such organization for the same compensation outlined in the Agreement. Notwithstanding any provision to the contrary, the Clerk shall not be responsible for the provision of staff or the costs of such services. Any other governmental organization shall be responsible for execution of its own requirements with the Contractor. Such cooperative use of this Agreement by another governmental agency shall not be entered into without written consent of the Clerk.

**24. CONSTRUCTION OF AGREEMENT:**

The parties hereby acknowledge that they fully reviewed this agreement, its attachments, and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.

**25. NOTICE:**

Notice under this agreement shall be given by certified mail or hand delivery as follows: Brevard County Clerk of the Circuit Court, Compliance & Collections Department, P. O. Box 219, 400 South Street, Titusville, Florida 32781-0219 and Notice shall be given to the Contractor by certified mail or hand delivery as follows:\_\_\_\_\_.

**26. FORCE MAJEURE:**

Notwithstanding anything to the contrary in this contract, no party shall have any liability to the other hereunder by reason of delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by Force Majeure, meaning (but not limited to) any Acts of God, storm, war, civil commotion, terrorism, labor disputes or strikes, fire, flood, or other casualty, governmental actions or inactions, priorities, or regulations; or any cause beyond the parties' direct and immediate control. The parties shall have such additional time within which to perform as may be reasonably necessary should any such event occur.

**27. LIABILITY:**

Except for collection revenue collected by the Contractor but not turned over under this program, Contractor's total, aggregate liability, whether in contract (including, but not limited to, indemnification liability), tort, or otherwise shall not exceed one hundred thousand dollars (\$200,000).

**28. REPRESENTATIONS:**

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

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

**CLERK OF CIRCUIT COURT  
OF BREVARD COUNTY, FLORIDA**

**CONTRACTOR**

By: \_\_\_\_\_  
Honorable Scott Ellis  
Clerk of Circuit Court

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

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

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

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

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

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

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