

CREDITECH™

Collection Solutions

Proposal for Debt Collection
January 20th, 2016
City of Key West



Michelle Marshall, President

Creditech

50 North 7th Street

Bangor, PA 18013

www.creditech-usa.com

800.555.5695 ext. 2211

Fax: 610.588.5765

January 20th, 2016

City of Key West
Office of the City Clerk
3126 Flager St.
Key West, Florida 33040

CREDITECH proposes and commits its services as a collection agency for The City of Key West in accordance with your Request for a Proposal for collection services.

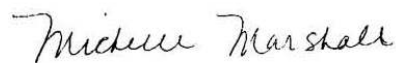
For over 30 years CREDITECH's collection services have been utilized by agencies in the health care, retail, utility and government sectors. We have been particularly successful in the government sector because we have a thorough understanding of the complexity and uniqueness this area faces. Therefore, we have developed customized strategies that yield maximum results.

This proposal will outline a wide range of standard services available to you. However, as you review this proposal please keep in mind that we are always available to discuss alternatives that would better suit your situation.

This proposal is a firm and irrevocable offer for the engagement period of no less than 120 days.

If you have any questions regarding our proposal, feel free to contact me directly at 800-555-5695 ext. 2211, mmarshall@hab-inc.com.

Sincerely,



Michelle Marshall, President
800.555.5695 ext. 2211

CREDITECH has reviewed your request for a proposal thoroughly and feel that we are uniquely qualified to provide collection services for Key West. In submitting this proposal, we acknowledge and agree to the terms set forth in the scope of service section of your request for a proposal.

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***Statement of Qualifications
and Experience***

General Information

CREDITECH, INC.
50 North 7th Street Bangor, PA 18013
Phone: 800.555.5695 ext, extension 2211 or 6010
Fax: 610.588.5765
<http://www.creditech-usa.com>

Name of person to be contacted:
Operations: Karen Check, Operations Manager
Sales: Jim Pajak, Business Development Manager

Collection Hours: Mon-Thurs 8:00 to 8:00
Tues-Wed-Fri 8:00 to 4:30

CREDITECH Federal Identification Number: 23-22333004

CREDITECH is a Pennsylvania domestic business corporation organized in January 1983 and has two offices located in Bangor, Pennsylvania and Delray Beach, Florida.

CREDITECH staff received extensive training including but not limited to FDCPA Fair Debt Collection Practices, HIPPA Health Insurance Portability Accountability Act, FCRA Fair Credit Reporting Act, TCPA Telephone Consumer Protection Act, Debt Collection Techniques, Customer Service Etiquette and the Collection Software. In addition, CREDITECH is an active member of the ACA Association of Credit and Collection Professionals.

CREDITECH is neither a parent nor a subsidiary but it is affiliated with H.A. Berkheimer, Inc. doing business as Berkheimer Tax Administrator, and BerkOne which is are our third party provider for programming controls, firewall controls, PCI compliance, etc. and is SOC II compliant.

Business Highlights

CREDITECH is affiliated with H. A. Berkheimer, Inc., whose Berkheimer Tax Administrator division has been in the collection of municipal fees and taxes for over 80 years. In 2013, Berkheimer collected and disbursed over 1.8 billion dollars in Local Government revenues and fees.

CREDITECH employees have spent the last three decades dedicating themselves to client satisfaction, flexibility and technological innovation, which enables our clients to focus on their core competencies while reducing costs. We believe that nothing of superior caliber is possible without a commitment to excellence and teamwork. As members of the American Collector Association, we are committed to follow federally regulated guidelines that govern consumers' rights and collectors' responsibilities.

CREDITECH is backed by the same sophisticated data processing system utilized by all Berkheimer Companies that allows us to continually maintain mail, telephone and personal contact with you and your delinquents. You can be assured that our systems and professional staff members will provide a timely solution to your accounts receivable problems in a manner in which we can be mutually proud.

We currently utilize the Columbia Ultimate Business Systems to manage our collection activities including documentation of collector activities and consumer contact. This system is housed on redundant HP Unix servers and is part of our extensive in-house data center. All IT infrastructures are supported by our in-house technical support staff, and CUBS programmers. Additionally, our document processing operation uses state-of-the-art Xerox high-speed production, color highlight printers and Pitney Bowes Inserters to generate outbound notices, as well as IBML production scanners, and iTran remittance processing equipment, to process in-bound documents and payments.

By design, our system is inherently flexible and scalable. In our virtual environment, we simply need to add servers and bandwidth as necessary. Our policy is to add additional resources as we reach 80% of capacity. We are currently running at 40% of our current systems capability.

The security procedures and policies of our data center are reviewed as part of a SOC 16 type II Certification of our family of companies. Due to our 80 plus year history with handling and processing confidential taxpayer records, we place a high priority on security and confidentiality of our clients' data. Accordingly we utilize a variety of hardware and software security mechanisms and include a segregation of duties protocol to prevent unauthorized access. All files are backed-up nightly and stored at an off-site location. We have implemented an active disaster recovery plan including a comprehensive backup policy that ensures that there is no breach of privacy or data.

Our Mission

To create successful collection strategies that will expedite and increase client recoveries with the use of our skilled professional staff and superior technology. Our goal is to deploy these strategies at the lowest price point and highest satisfaction to our clients; without sacrificing accuracy, confidentiality and compliance.

Our Values

Client Satisfaction: The satisfaction of our clients is crucial to the future development of our organization. Our goal is not only to meet the expectations of our clients, but to exceed them, which lends to our success.

Integrity: CREDITECH is not only responsible for being compliant with all state and federal laws, but is responsible for making sure the consumers and our clients are treated with the utmost respect.

Innovation and Improvement: Our company will continue to think innovatively enabling us to provide the best service available in this ever-changing business world.

Teamwork and Accountability: To maintain strength in our organization, we will work together as a unified team. Team members will be accountable for individual performance standards, ensuring superior quality of work at all times.

Our Performance

Experience

CREDITECH has over 30 years of experience in government collection services, while the average length of service of our collector's is 15 years. Our industry experience, as well as our negotiation skills and excellent customer service are the reasons for our success. CREDITECH also understands our service to you only begins at the recovery stage. Therefore, we work diligently with you to establish a disbursement of funds schedule that will suit your needs. Our standard services can accommodate daily, weekly and/or monthly disbursements to our clients.

Services

We offer a wide range of services including but not limited to:

- Notices mailing
- Predictive dialers contacts
- Skip tracing
- Credit bureau reporting
- Online payments
- Electronic disbursement and reporting
- Secure file transfers
- 24/7 credit card, debt card, ACH withdraws and online payment service
- Training in FDCPA, HIPPA, FCRA, TCPA
- In-house Attorney and services

With the exception of litigation, all of these services are all inclusive in this proposal request. If there is a specific need that is not outlined, please don't hesitate to contact us. We will be happy to discuss your needs and provide a customized solution.

Technology

CREDITECH's core departments are comprised of Support Management, Collections, Compliance, and Sales and Client Services. In addition to these departments, we also work closely with our affiliate company to provide a number of in-house technologies such as Remittance Processing, Scanning and Imaging, Columbia Ultimate In-house Programming, In-house Form Design, Agency Accounting Services, On-site Legal Counsel and Internal Auditing.

Security

System security is enforced at multiple levels. The web interfaces use 168 bit Secure Socket Layer (SSL). We use a secure Application Server with a RSA Certified Encryption Engine. There are packet filtering routers at Internet connection point. There is an IDS (Intrusion Detection System) after the packet filtering routers. There are two layers of firewalls with highly restrictive access rules after the IDS. The Server Operating System environment has been hardened to limit unnecessary protocols and services. Functionality is logically segregated over multiple servers. There is strong authentication at the Application Server level, at the Database Server level, and at the Application level. Passwords are always stored in the encrypted form. Web page level encrypted authentication tokens are renewed with every page. The architecture uses session level authentication token with automated expiration. There is Role and Object level privilege based restriction at the Database level as well as the Application level. Access to data can be further restricted to Organization/Locations for a Customer. System and user security administrations are carried out by separate functions. Security access requires VP level or above authorization and is separately audited by IT prior to activation. Transfer/termination processes include access change/termination steps

In the event of a business disruption related to the Data Center, Image Processing, Finance Department or Mail Processing Center, management has established policies, procedures and responsibilities through a comprehensive Business Recovery Plan (BRP). The BRP is an evolving document based on technology, telecommunication, operation and environment changes. BRP changes are approved and distributed as they are made ready. Our vendors of mission critical equipment have been taken into consideration in the development of the plan. Management maintains the plan in a ready status at all times, and annually conducts a review of the plan. Management weighs the economic and business factors versus the risk potential of an event when determining the level of contingency backup facilities.

People

Regardless of our advancements in technology, controls and benchmarking, our success would not be possible without our knowledgeable team who understands the challenges of debt collection. Our team listens and understands consumer's challenges and in a collaborative approach help define payment arrangements that are manageable; thus increasing commitment and yielding higher recoveries to our clients. Our strategies employ a "real world" approach and are built based on our client's needs, the economic climate, innovative payment options, flexibility and customer service. We measure our effectiveness by the increase in your recoveries

Communication

At CREDITECH, we truly believe that Communication is an integral part of our business. It is imperative to establish a strong communication channel between CREDITECH, the consumers and our clients to ensure our functionality as a trusted business advisor. Our open communication ensures that you are kept informed regarding your portfolio of consumers as well as a clear understanding for us regarding any obstacles you may have encountered previously. With this knowledge, we can collaboratively tailor a strategy that will maximize your collection results.

To ensure a proper level of communication, we will designate one member of our support staff as well as our Business Development Manager specifically to your account. In addition to dedicated staff, you can contact anyone within our company with your questions or concerns throughout the collection process.

Beyond our extensive standard report library, our system has a robust ad hoc reporting capability. All client reporting requests would be made to our Client Services Department. These dedicated support professionals are capable of generating any reporting that you may need.

At CREDITECH, we can offer specified timelines of the collection process and are readily available to provide business reviews in which we can discuss progress of collections as well as development of collection strategies to ensure we are effectively assisting you in reaching your financial goals.

Additional Services

CREDITECH's performance proven collection system has historically been able to streamline and upgrade collections. At CREDITECH, your success is our success. We have the ability to balance technological capabilities with top-notch customer service to create a tailor-made collection solution which will adapt to your situation. CREDITECH has spent decades becoming synonymous with innovative and intelligent financial engineering. The integrity of our collection and administration of everything from Utility, Medical, EMS, parking fines and Commercial debt to State and Local government taxes is a result of a single-minded dedication to technical excellence that explains, in great measure, our dynamic success.

With that said, the most powerful equipment in the world can in no way substitute for personal service. At CREDITECH, we believe that nothing of superior caliber is possible without a commitment to excellence and teamwork. It is the power of our team that separates us from many other service bureaus and collection agencies. Our team and technical excellence contribute to the design of programs to produce and ensure more dollars with better support services such as:

State of the art data processing equipment backed by a knowledgeable in-house staff. Reporting to you can be configured in any way your operations demand. We mold our system to the way YOU work.

Graphic arts equipment second to none. Skilled designers and professionals experienced and able to respond to the meticulous demands of even our most complex clients. We are able to produce notifications that comply with the rigors of State and Federal law, yet get the attention of your consumers.

In-house mailing service. We do not subcontract mailing services. Our large printing and mailing operation ensures total control of all mail. This assures you of prompt, accurate consumer notification.

Sophisticated voice equipment. Both incoming and outgoing calls can be electronically and automatically handled. We use incoming Automated Attendant features to ensure that your consumers are handled quickly when they call us. Text-to-speech processors and auto-dialers help our collection staff make outgoing calls in high volume to ensure that your consumers are contacted as soon after submission as possible.

Custom Notifications. You have the option of modifying any of our collection series by adding consumer notifications you specify. We realize that every application is different, so we've made our system adaptable to fit your business or profession.

Virtual Collectors. We utilize the power of the web and real time decision making technology to present consumers with payment options in resolving their outstanding debts. Our virtual collectors accept payments, negotiates for suitable payment plans and collects information.

The benefits of the virtual collector are:

- Increase of on line payments
- Reduces payment processing time, increases cash flow to our clients
- Can accept payments 24/7
- Offers consumers an option to resolve their debts without speaking to a live collector
- Accepts payment in full via credit card or ACH
- Payment plans may be created within the guidelines predefined by us
- Gathers information to aid in future collectability by updating addresses and phone numbers

<http://www.CREDITECH-usa.com/content/onlinebillpayments.htm>

Credit Reporting. At your option, information on accounts that remain uncollected after initial efforts can be submitted electronically to all the major vendors.

A Complete Legal Department including an on-staff attorney. The tenor of today's times demands solutions to complicated problems. Our attorneys are skilled in the ramifications of the Federal Fair Debt Collection Practices Act and laws applicable to local states. Our attorney is a member of The Members' Attorney Program (MAP) of ACA International. MAP was created to enable attorneys who practice in the credit and collection arena to better represent their clients through a number of resources designed to assist them in their practices. MAP helps both veteran and new attorneys in the credit and collection industry learn about the business and continue to stay informed about pertinent compliance.

Skip Tracing. Our database is perpetually in a state of flux since information is edited on daily basis. We are tied to two national databases that give us instantaneous access to information about your consumers. A few of the capabilities we employ in tracking a consumer include retrieving phone numbers, contacting nearby individuals and utilizing a national search.

A sophisticated set of internal controls ensures that collections are accounted for with to-the-penny accuracy. Audit trails are properly maintained to GAAP standards.

No placement fee. No gimmicks. We get paid for actual collection results and nothing more.

If we don't produce, you owe us nothing!

MICHELLE MARSHALL, President**mmarshall@hab-inc.com - 800 360-8989 x2211 - Bangor, PA**

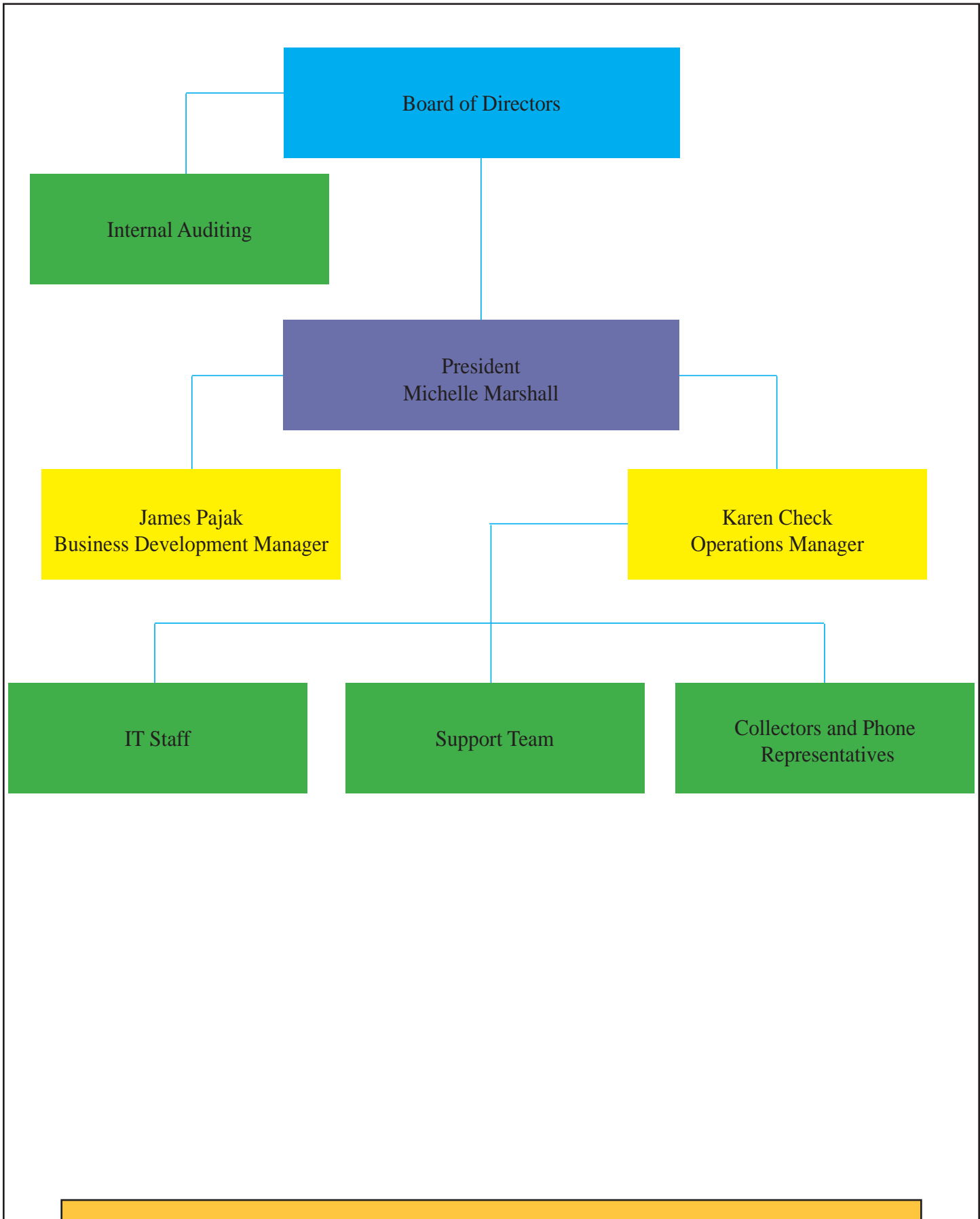
Michelle has 16 years experience working closely with local government collections. Michelle worked for CREDITECH's affiliate company, Berkheimer Tax Administrator, since 1998. During her time there, she assumed the following positions: Customer Care Representative, Technical Representative, Earned Income Tax Manager, Director of Operations and in 2004, she became Vice President. These positions have allowed her to work closely in the development, implementation and recoveries for both current and delinquent collections. Michelle began working with CREDITECH in 2008 and has worked closely with the Collection, Support and Compliance teams. Michelle possesses a well rounded knowledge of FDCPA, FCRA, HIPAA and all related collection activities. Her ability to analyze and bring logic to problem solving and human resource matters coupled by her experience in front line operations and strategic planning makes her uniquely qualified.

KAREN CHECK, CREDITECH Operations Manager**kcheck@hab-inc.com - 800 360-8989 x6395 - Bangor, PA**

Karen is our central contact person responsible for updating and maintaining current account information regarding collection efforts. Karen has been with CREDITECH since 2000 and is a member of our Compliance Team. Her background includes an education in Accounting Finance and a knowledge of FDCPA and FCRA regulations. Karen can be contacted between the hours of 8:00am and 4:30pm Monday through Friday and will respond to any contact within 24 hours.

JAMES PAJAK, Business Development Manager**jpajak@hab-inc.com - 800-360-8989 x 6010 - Youngwood, PA**

Jim is a 30 year veteran of current and delinquent government industry collection. Jim has extensive experience and involvement in all aspects of billing and collection process spanning from local taxes to sewage, garbage, real estate, various nuisance taxes and municipal liens. Jim has a well rounded knowledge of FDCPA and all collection activities. Additionally Jim's responsibilities also include client relations, ensuring all established recovery goals are achieved, providing guidance, developing viable solutions to address client concerns and, making recommendations to executive management on process to improve collection productivity.



References

City of Port St Lucie Code Liens	Assigned date	4/13/2013
121 SW Port St Lucie Blvd	Latest assignments	12/28/2015
Port St Lucie FL 34984	Rate – add on	18%
Rebecca – 772 871-5189	Accounts & dollars	2,510 = \$14,500,007.00
	Collection percentage	20% actively collecting

Suburban EMS	Assigned date	2/27/2013
PO Box 3339	Latest assignments	10/9/2015
Easton PA 18042	Rate commission	25%
Pat – 610 253-0760 x4	Accounts & dollars	2,495 = \$952,770.00
	Collection percentage	3% actively collecting

South Hills Radiology	Assigned date	1/17/2013
% McKesson	Latest assignments	12/8/2015
PO Box 35	Rate commission	28%
Pittsburgh PA 15230	Accounts & dollars	20,246 = \$1,986,971.00
Deborah - shuber@mckesson.com	Collection percentage	8% actively collecting

Stowe Township Sewage	Assigned date	4/4/2013
340 Bell Ave	Latest assigned	12/21/2015
McKees Rocks PA 15136	Rate commission	.2307
Marie 412 331-2498 x12	Accounts & dollars	14,625 = \$2,326,416.00
	Collection percentage	30% actively collecting

Technical Proposal

The Life of a Collection Account

Once a contract is awarded, a support manager works with you and a member of our technical team to review the available data records and to ensure that the submissions of accounts are in an optimal format. The goal is to electronically load them into the system as quickly and as accurately as possible. Due to the sophistication of the network of companies within the Berkheimer umbrella, CREDITECH does not have any limitations on sending and receiving of information or reports. Capabilities include FTP, e-mail, client data site and others. Our technical staff will work with you to make the transition of placing your accounts with us as effortless as possible.

Once an account is assigned to us and entered into the Columbia Ultimate Business System, (CUBS) it is electronically compared to the a national database to verify or update the address to the most current one available. The account also goes through a phone check to ensure we have the most current phone number.

Accounts are Scored

Accounts are scored and ranked utilizing a combination and industry standard and custom algorithms. This methodology allows us to classify accounts into Tier-based probability of payment and contact ability. At any time during the collection process.

We can also customize to your needs and we will work with you to find a solution.

Skiptracing

In the debt collection business, it is essential to have several skip tracing tools available to assist in the collection of delinquencies. Accounts in the CREDITECH collection process are electronically compared to a variety of skip tracing databases in attempt to verify and identify a current address and phone number.

At anytime during the collection process, it may be determined that the phone number is incorrect or disconnected or that an address is incorrect. We are tied to national databases that give us instantaneous access and updates so nformation is edited on a daily basis.

Along with automated skip tracing, collectors also have many manual skip tracing resources available. CREDITECH uses several vendors to obtain information. Listed below are some of the resources that we utilize:

- National Change of Address (NCOA)
- Driver License Records
- Vehicle Records
- Directory Assistance
- County Records
- Asset reports

Letters

CREDITECH and the CITY shall review and approve all collection letters prior to AGENCY's use of such form in collecting the CITY's delinquent accounts.

The first letter sent is a validation notice. All consumers are given the right to dispute the debt. After this first notice, a credit reporting letter is sent. This is of course, if our client opts for credit reporting of their accounts, which our agency highly recommends.

Additional follow-up letters in the notice series will be sent according to the parameters established when the account was loaded into the system and based on the actions of the collector. Various notices are sent by collectors throughout the collection process as deemed necessary while the account is on their "desk".

All of our letters are reviewed by our attorney to ensure they meet the standards for all laws, insurance purposes, and recommendation of the American Collectors Association.

Credit Reporting

Credit reporting is offered by CREDITECH as an option, to aid in the collection of delinquent accounts. Accounts with a balance of \$50.00 or higher are reported to up to all 3 major credit agencies.

CREDITECH works an account for a minimum of 45 days prior to reporting the debt to the Credit Bureaus. During the 45 day period, the consumer is told by mail and by phone (if phone contact is possible), that the account will be reported to the Credit Bureau and will be part of their record. If successful phone contact is made, the collector will attempt to establish an acceptable payment plan, and can hold the account from being reported.

If the credit reporting option is chosen, all delinquent accounts must be reported. You may however contact our office to request an account to be placed on hold. Once the hold is placed, the account will not report it to the credit bureaus. In the event that the hold is removed the account can be rescheduled to credit report. **There is no extra charge for credit reporting.**

Bankruptcies

CREDITECH has established a Standard Operating Procedure. Employees are reminded the first of each month to review the bankruptcy policies.

Our Policy is, if the word "BANKRUPTCY" is mentioned, whether verbal or written, it is a word of action with our company. Employees are required to stop collection immediately and to take the appropriate actions as required by the policy.

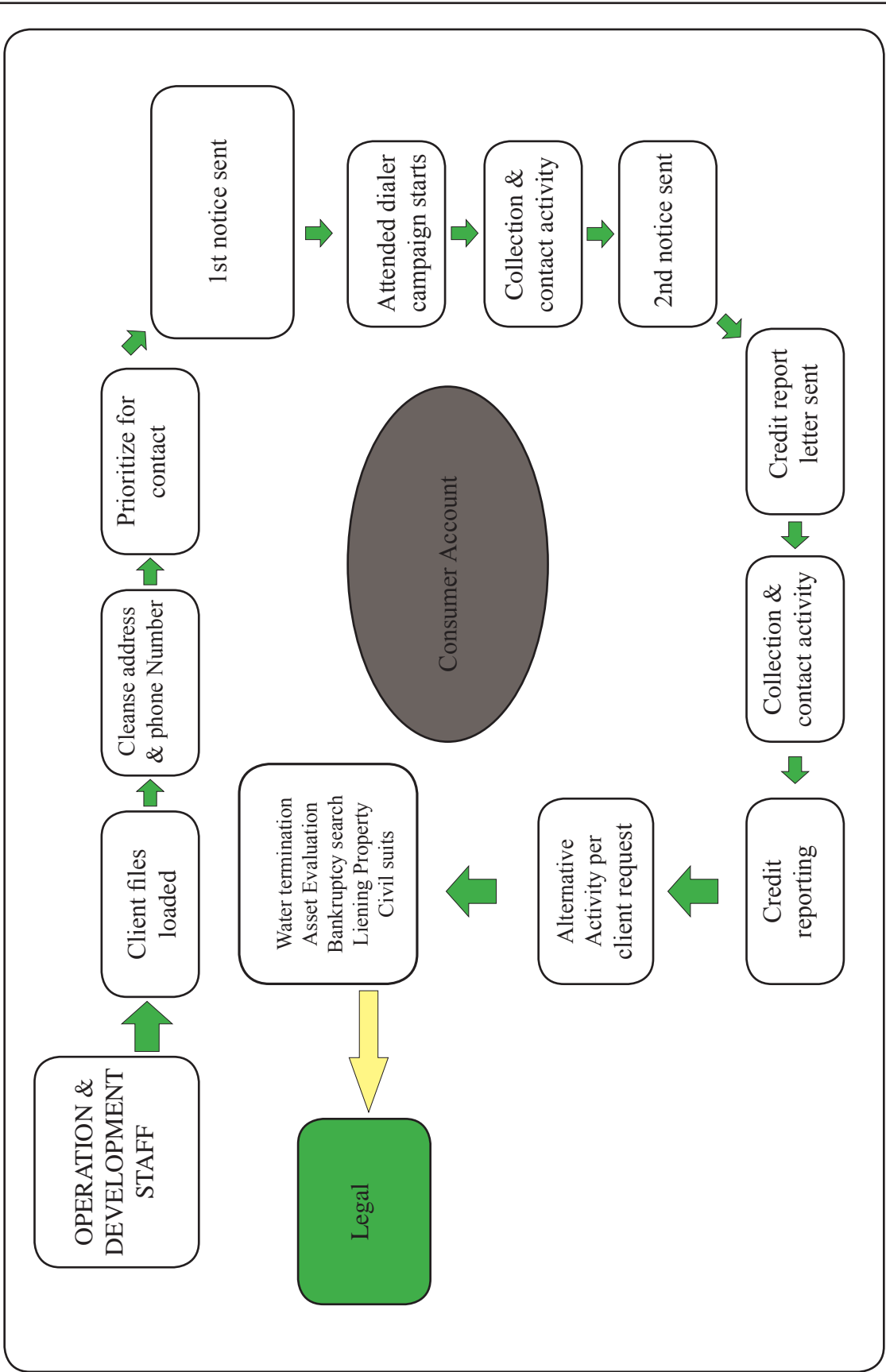
Employee will try to acquire as much information as possible. A copy of the bankruptcy petition along with Attorney information is requested. Additional questions may be asked, such as; a filing date, what chapter and what parties are covered under the bankruptcy. Our office clerk will verify through the Pacer Database if a copy of the bankruptcy petition is not received.

All follow-up on the bankruptcy is done either through the attorney or the Pacer Database. Accounts pending bankruptcy will remain in a bankruptcy status unless they are discharged or dismissed. If discharged, the account will be cancelled off our system and our client will be notified. If dismissed, we can continue collection.

A client has the option to be notified of a bankruptcy. A status report will notify our clients of accounts that have a bankruptcy status.

Legal

Legal action will be handled on a case by case basis after reasonable collection efforts have been exhausted. Fees and plan of action will be discussed with the client when notified that the reasonable collection effort is at the end of its lifecycle.



Fee Schedule

Fee Schedule:

EMS Rate

ADD ON FEE = 16.29%

or

CONTINGENCY FEE = 14%

Parking Rate

ADD ON FEE = 25%

or

CONTINGENCY FEE = 20%

See sample form "RESOLUTION" page 29 to pass on the cost to the consumer.

** Quoted contingent fee is predicated upon qualification utilizing the CREDITECH enactment. Our in-house legal department will provide necessary documentation for action by the governing body. Services and operation of governmental client collections are quoted on a not to exceed basis. Actual charges to the governmental entity are determined by ordinance or resolution and may be lower.*

Sample Forms

SAMPLE
AGREEMENT FOR COLLECTION SERVICES

AGREEMENT, Made and Entered into, in duplicate, this _____ day
of _____, _____ By and Between _____ hereinafter re-
ferred to as the "CLIENT," whose principal place of business is _____,
_____, _____ and CREDITECH, INC., a Pennsylvania Corporation with its principal of-
fice in Bangor, Northampton County, Pennsylvania, hereinafter referred to as "CREDITECH."

WITNESSETH:

WHEREAS Title 15 of the United States Code Annotated, Sections 1692 et seq., au-
thorizes and specifies certain and particular Fair Debt Collection Practices; and

WHEREAS Title 18 of Purdon's Pennsylvania Statutes Annotated, Section 7311, and
the Fair Credit Extension Uniformity Act, Title 73 of Purdon's Pennsylvania Statutes Anno-
tated, Section 2270.1 et seq., define the parameters of lawful debt collection practices; and

WHEREAS, CLIENT has uncollected debts outstanding that it desires to have col-
lected and liquidated; and

WHEREAS, CREDITECH, under the provisions of the above coded statutes provides
the service of debt collection;

WHEREAS, CLIENT and CREDITECH have negotiated this Agreement whereby and
whereunder CLIENT hires CREDITECH to collect its outstanding debts;

NOW, THEREFORE, the parties hereto, each intending to be legally bound, hereby do
covenant and agree as follows:

1. CLIENT does hereby designate and employ CREDITECH as collector of accounts assigned to CREDITECH, provided that CLIENT shall only place and CREDITECH shall only responsible to attempt collection on those accounts with balances of Twenty-five Dollars (\$25.00) or more.
2. CREDITECH agrees to pursue collection of said delinquent accounts through use of its automated and computerized collection system and through telephone and mail notification and communication with the debtor.
3. CLIENT grants to CREDITECH the right to act as attorney-in-fact for CLIENT relative to checks, money orders and drafts received on accounts submitted to CREDITECH.

4. CLIENT agrees to notify CREDITECH of all payments made directly to CLIENT on individual accounts assigned to CREDITECH. CREDITECH is entitled to the full commission as provided by Paragraph 7, infra., on all monies recovered whether paid to CREDITECH or directly to CLIENT.

5. Any account submitted by CLIENT to CREDITECH may be withdrawn at any time for any reason. However, if at the time of such request for withdrawal payments were received on the account by either CLIENT or CREDITECH, CREDITECH is entitled to ten percent (10%) of the gross balance at the time of the request. If, at the time of such request for withdrawal, no payments were received on the account by either CLIENT or CREDITECH, no fee will be imposed.

6. The terms and provisions of this Agreement shall be binding for a period beginning _____ and ending _____. Either party may terminate this agreement at the expiration of the term hereby created, by giving to the other ninety (90) days written notice of intention to do so, but in default of such notice, this Agreement, with all conditions and covenants thereof, shall continue for the additional period of one year and so on from year to year until terminated by either party giving to the other ninety (90) days written notice of intention to terminate said agreement at the expiration of the then current term.

7. Client agrees to pay CREDITECH according to the following schedule:

a. A total commission of _____ percent (_____ %) ("total commission") on any collection made, regardless of the age or amount of the account. A commission of _____ percent (_____ %) shall be collected from the debtor, provided that CLIENT has imposed a penalty on delinquents of this nature sufficient to encompass the commission. If no such penalty has been imposed by CLIENT, then and in such event, CLIENT shall be liable for the above referenced total commission.

b. CREDITECH shall retain its commission from sums collected on the account prior to disbursement of such collected sums to CLIENT. Where CLIENT receives payment directly on accounts assigned to CREDITECH, it shall remit to CREDITECH the commission due within fifteen (15) days of receipt of the direct payment.

c. A Fifty percent (50%) commission on any account administered by an attorney. CREDITECH will advance any costs incurred in the institution of any legal proceedings. CLIENT will be liable for any court costs advanced by CREDITECH and CREDITECH will bill CLIENT monthly for said costs. CREDITECH will endeavor to collect said costs from the debtor.

8. CREDITECH shall save harmless and indemnify CLIENT from any and all acts or omissions of CREDITECH and CLIENT shall save harmless and indemnify CREDITECH from and against any and all loss, damage or claim for collection or attempted collection arising from incorrect, illegal or improper information submitted by CLIENT to CREDITECH.

9. This Agreement represents the entire Agreement between parties and any modification of same must be in writing to be valid.

10. This Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania. The provisions of this Agreement are severable and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement this on the date set forth above.

CREDITECH, INC.
COLLECTION SERVICES

BY: _____
Michelle Marshall, President

ATTEST:

Henry U. Sandt, Jr., Secretary

CLIENT:
BY: _____

ATTEST:



RESOLUTION NO. _____

WHEREAS, (name of governing body), pursuant to the provisions of the (applicable Code, i.e. Borough, Township, etc.) and other enabling acts as applicable, may prescribe fees and charges for municipal services and may prescribe penalties for late payment of said fees and charges. And

WHEREAS, (name of governing body) has delinquent SERVICE FEES it desires to have collected and

WHEREAS, CREDITECH is in the business of collecting delinquent bills.

NOW, THEREFORE, BE IT RESOLVED by _____ County of _____, Commonwealth of Pennsylvania

Section One (1)

That CREDITECH shall be collector for accounts assigned to them for collection.

Section Two (2)

That all accounts placed for collection shall be charged a XX% late payment penalty.

Section Three (3)

This XX% penalty is to be kept by CREDITECH as payment for the services provided.

ADOPTED AND APPROVED this _____ day of _____, _____, at a regular public meeting.

Client Inventory Report

CREDITECH
POST OFFICE BOX 99
BANGOR, PA 18013-0099

CLIENT INVENTORY

02:33pm 06-03-14

TEST CLIENT
PO BOX 31257

CLIENT: 500INS

KISSIMMEE, FL 34741

DEBTOR #	DEBTOR NAME	CLI-REF #	INT-OWE	PN-ASGN	PRN-COLL	BALANCE	LST-PAY	STS
2985046	DAISY TEST	34981	0.00	70.09	0.00	70.09		CEX
2985050	DEBTOR 10	344565	0.00	57.00	0.00	57.00		CEX
2985045	DONALD TEST	35874	0.00	47.14	0.00	47.14		CEX
2985041	GEORGE TEST	1247	0.00	125.00	0.00	125.00		CEX
2985049	JAMES TEST	35651	0.00	107.00	0.00	107.00		CEX
2985038	JANE TEST	45879	0.00	540.00	0.00	540.00	12-17-09	CEX
2985040	JOE TEST	65488	0.00	32.00	0.00	32.00	12-17-09	CEX
2985044	MINNIE TEST	35584	0.00	103.00	0.00	103.00		CEX
2985047	SUSAN TEST	38684	0.00	35.00	0.00	35.00		CEX
2985042	TINA TEST	31587	0.00	311.00	0.00	311.00		CEX

ACCOUNTS LISTED 10 NET ASSIGNED 1,427.23 TOTAL CANCELLED 0.00

TOTAL ASSIGNED 1,427.23 TOTAL BALANCE 1,427.23 TOTAL COLLECTED 0.00

PLEASE CHECK THESE ACCOUNTS WITH YOUR RECORDS. REPORT ANY
DISCREPENCIES TO OUR OFFICE.

Acknowledgement Letter

CREDITECH
POST OFFICE BOX 99
BANGOR, PA 18013-0099

DATE: 06-03-14

CLIENT NO. 500INS

TEST CLIENT
PO BOX 31257
KISSIMMEE, FL 34741

We are pleased to acknowledge the accounts listed below which have been assigned to this office for collection.
To limit the possibility of confusion please report all payments directly to this office.

ACCOUNT NAME	ACCOUNT NUMBER	LAST ACTIVITY	AMOUNT
DEBTOR 1		02-12-14	100.00
DEBTOR 2		01-20-14	50.00
DEBTOR 3		03-18-14	150.00

TOTAL NUMBER OF ACCOUNTS ASSIGNED: 3
TOTAL DOLLAR AMOUNT ASSIGNED: \$300.00

Sincerely,
CREDITECH
610-588-2338 EXT 6395



Cancellation Report

CREDITECH
POST OFFICE BOX 99
BANGOR, PA 18013-0099

DATE: 06-03-14

CLIENT NO. 500INS

TEST CLIENT
PO BOX 31257
KISSIMMEE, FL 34741

The following debtors assigned by you to this agency have been removed from active collection processes. Please notify us immediately if the action was taken in error. Thank you for the opportunity to be of service to you.

ACCOUNT NAME	ASSIGNED	PRINCIPAL	CAN. AMT.	ACCOUNT NUMBER
DEBTOR 1	03 JUN 14	100.00	100.00	
ACCOUNT CANCELLED BY CLIENT REQUEST.				
DEBTOR 2	03 JUN 14	50.00	50.00	
ACCOUNT CANCELLED BY CLIENT REQUEST.				

TOTAL NUMBER OF ACCOUNTS: 2
TOTAL DOLLAR AMOUNT CANCELLED: \$150.00

Sincerely,

CREDITECH
610-588-2338 EXT 6395



PO Box 99
Bangor, PA 18013
Phone: 866-300-1721
Fax: 610-588-5765

First Notice

Office Hours:
Mon & Thurs 8:00am to 8:00pm (EST)
Tues, Wed, Fri 8:00am to 4:30pm (EST)

January 25, 2012

John Smith
123 Main St
Anywhere, US 00000

Re: (service description)

The above reference creditor has referred your account to Creditech for collection of an outstanding debt. If failure to pay this was due to an oversight, please remit the appropriate amount listed above or contact this office in order to resolve this matter and avoid further collection efforts.

Any returned check or electronic check (ACH) payment will be assessed a fee of \$29.00 per payment. A 3% processing fee applies to all credit and debit card payments.

Account Information	
Original Creditor Test Client	
File Number 1234567	Amount \$100.00
Date of Service 1-1-11	Client Reference # 1111111
Service Location 123 Main St	

PAYMENT OPTIONS

Payments By Internet	Payments By Phone	Payments By Mail
www.creditech-usa.com/payments	Please Call 866-300-1721 Visa & MasterCard Debit Card Check By Phone	Personal Check Money Order Mail to: PO Box 99 Bangor PA 18013

This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days of receiving this notice, this office will obtain verification of the debt or obtain a copy of judgment and mail you a copy of such judgment or verification. If you request from this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This letter is from a debt collection agency.

Please Detach and Return Bottom Portion With Your Payment

1234567 \$100.00
John Smith
123 Main St
Anywhere, US 00000

Make check or money order payable to:

CREDITECH
PO BOX 99
BANGOR, PA 18013-0099

I authorize Creditech to contact me in the follow manner(s):

- Email : _____
- Phone: _____

By authorizing communications in the above manner, I understand that Creditech is not responsible for messages from Creditech disclosed to, heard or otherwise retrieved or read by unauthorized third parties.

Signature



PO Box 99
 Bangor, PA 18013
 Phone: 866-300-1721
 Fax: 610-588-5765

Credit Notice

Office Hours:
 Mon & Thurs 8:00am to 8:00pm (EST)
 Tues, Wed, Fri 8:00am to 4:30pm (EST)

January 25, 2012

John Smith
 123 Main St
 Anywhere, US 00000

Account Information	
Original Creditor Test Client	
File Number 1234567	Amount \$100.00
Date of Service 1-1-11	Client Reference # 1111111

All past efforts to resolve your delinquent account have been exhausted.

Payment arrangements must be made immediately to avoid reporting to your local credit bureau.

Contact our office immediately if you would like to avoid this action.

Any returned check or electronic check (ACH) payment will be assessed a fee of \$29.00 per payment. A 3% processing fee applies to all credit and debit card payments.

PAYMENT OPTIONS		
Payments By Internet	Payments By Phone	Payments By Mail
www.creditech-usa.com/payments	Please Call 866-300-1721 Visa & MasterCard Debit Card Check By Phone	Personal Check Money Order Mail to: PO Box 99 Bangor PA 18013

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This letter is from a debt collection agency.

Please Detach and Return Bottom Portion With Your Payment

1234567 \$100.00
 John Smith
 123 Main St
 Anywhere, US 00000

Make check or money order payable to:

CREDITECH
 PO BOX 99
 BANGOR, PA 18013-0099

I authorize Creditech to contact me in the follow manner(s):

- Email : _____
 Phone: _____

By authorizing communications in the above manner, I understand that Creditech is not responsible for messages from Creditech disclosed to, heard or otherwise retrieved or read by unauthorized third parties.

 Signature

Attachments



Certificate of Membership

2016

Creditech, Inc.

Bangor, Pennsylvania
Member Number: 0032204

has pledged to uphold and abide by the Code of Conduct of ACA International, the world's largest organization of accounts receivable management companies, and is hereby entitled to the rights and privileges of membership as provided in the Bylaws of ACA International, the Association of Credit and Collection Professionals.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

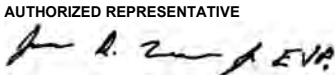
PRODUCER The Loomis Company P&C Division 850 N Park Road Wyomissing, PA 19610	CONTACT NAME: Amy Breeding	
	PHONE (A/C, No, Ext): (610) 374-4040 FAX (A/C, No): (610) 376-1049	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Insurance Company	23035
INSURER B:	Travelers Casualty & Surety Co	19038
INSURER C:	Zenith Insurance Company	13269
INSURER D:	Travelers Casualty & Surety Co of America	31194
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			TB2Z51291225025	10/01/2015	10/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	AUTOMOBILE LIABILITY			AS2Z51291225015	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ZUP71M1446115NF	10/01/2015	10/01/2016	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			M1009507	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Employee Dishonesty			105513541	10/01/2015	10/01/2016	25K Retention	5,000,000
D	D&O/EPL			105513541	10/01/2015	10/01/2016	25K Retention	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 Days Notice of Cancellation

CERTIFICATE HOLDER Reference - Delray	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

State of Florida

Department of State

I certify from the records of this office that CREDITECH OF SOUTH FLORIDA, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on October 31, 1995.

The document number of this corporation is F95000005358.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on March 31, 2015,, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirty-first day of March, 2015*



Ken DeJager
Secretary of State

Tracking Number: CC7669397076

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be limited to 25 sheets (excluding required forms) and include, at a minimum, the following items:

1. **Cover Letter.** A one page cover letter containing: **(See page 1)**
 - The name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal;
 - Entity name, address, phone, website and email address,
 - Provide a brief description of your firm, including its founding and history; number of employees; service areas; and, awards or other forms of recognition.

2. Provide a description of your work process.
See page 6 “Business Highlights” and page 18 “Technical Proposal”.

3. Provide a minimum of three (3) client references.
See page 16 “References”.

4. Name and qualifications of the individuals who will provide the requested services and a current resume for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable in size to the City of Key West.
See biography page 14.

5. Describe how the Proposer approaches collections. How do you assist clients in using existing resources and leveraging the work you provide for them?
Once a contract is awarded, a team leader works with you and a member of our technical team to review the available data records and to ensure that the submissions of accounts are in an optimal format. The goal is to electronically load them into the system as quickly and as accurately as possible. Our technical staff will work with your technical staff to make the transition of placing your accounts with us as effortless as possible.
Once an account is assigned to us and entered into the Columbia Ultimate Business System, (CUBS) it is electronically compared to the US Postal Service database (NCOA) to verify or update the address to the most current one available. The account also goes through a phone check through Accolade, to ensure we have the most current phone info.

6. Provide previous work examples that demonstrate how you meet the qualifications/experience requirements listed.
As a family of companies our government collection experience working for over 1,300 municipal, school & county entities, liquidating over 1.8 Billion tax and fee dollars annually, puts us in the top echelon of resources for revenue recovery and maximization.

7. Submit three projects undertaken in the past three years (preferably for government clients of a size similar to the City) that involved services similar to the services listed in Scope of Services, of this RFP. For each example, provide the following information: (See “References” page 16)

- The scope and goals of the project and how success was measured.
See page 16 “References” for scope is number of accounts and dollar value, success is measured by rate of collection.

- A description of your role in the project and, if applicable, a description of the work of other AGENCYs.

Each client is assigned one main point of contact with our Business Development Manager. This person serves as the client advocate and as a co-project manager with Operations Manager. The Business Development Manager manages and monitors all incoming and outgoing communication. The Business Development Manager partners with the Operations Manager to ensure that all procedures are documented and that the procedures address all business rules. Additionally, the Operations Manager ensures that the workflow that is established is efficient and functioning as expected. They also oversee all technical aspects during the Implementation Period and they also oversee the technical aspect of any process changes requested after the project is in steady-state.

- Identify individuals who you identified under “Staffing” and who worked on the project and describe their role. (See page 15 Organization Chart)

IT Staff- Technical support team responsible for the day to day operations of all electronic communication devices as well as overseeing network operations within the company.

Support Team- team responsible for administrative work as well follow up on accounts, posting of payments, account entry, insurance billing, skip tracing etc.

Collectors & Phone representatives- Representatives sole responsibility is to contact consumers via phone and obtain payment and/or resolution of accounts in collections.

- Provide a reference for the project – client’s name, title, email address and telephone number. See page 16 “References”.
- If applicable, attach relevant work samples or a visual representation of the work (for example, a URL for a website, a printed screenshot, etc.).

<http://www.creditech-usa.com>

8. Provide fee structures for the services listed in Scope of Services, of this RFP.

See page 23 “Fee Schedule”.

9. Explain proposer’s workload capacity and level of experience commensurate with the level of service required by the City.

By design, our system is inherently flexible and scalable. In our virtual environment, we simply need to add servers and bandwidth as necessary. Our policy is to add additional resources as we reach 80% of capacity. We are currently running at 40% of our current systems capability.

10. Explain proposer’s facilities and availability of support staff.

CREDITECH is under the Berkheimer umbrella of companies. Due to the size and sophistication of our organization CREDITECH has the ability to utilize technology and resourcing normally reserved for larger entities. That opportunity allows us to create a collection process that is innovative, efficient and scalable as resourcing opportunities arise. Most importantly our unique situation provides adequate resourcing for ancillary services which then allow our core staff to focus exclusively on collections. Including our affiliate companies our employee count is in excess of 350 employees. CREDITECH maintains the flexibility to scale staff appropriately when portfolios reach 80% of capacity for our core collection.

11. A list of the tasks, responsibilities, and qualifications of any subAGENCYs proposed to be used on a routine basis.

[BerkOne](#) - programming controls, firewall controls, PCI compliance, etc. and is SOC II compliant.

[Applied Innovations](#) - Consumers can go online and make a payment 24/7.

[Global Connect](#) - Inbound and Outbound Call Blending designed to help collections clients increase party contacts.

12. Describe your proposed use of local businesses and markets in and around the lower Keys. Include the steps you have taken in the past to support local business and promote community involvement as well as the steps you would take if selected for this project.

Creditech and its staff are proud of the commitment to the following organization and charities breast & ovarian cancer, toys for tots, food bank, blood drives, and local sponsorships.

13. All required attachments listed in Instructions to Proposer

See attachments section page 35.



THE CITY OF KEY WEST

POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041-1409
WWW.KEYWESTCITY.COM

ADDENDUM NO. 1 City of Key West Collection Services

To All Proposers:

The following change is hereby made a part of RFP 16-004 – City of Key West Collection Services, as fully and as completely as if the same were fully set forth therein:

EFFECTIVE IMMEDIATELY, THE RFP NUMBER FOR THE CITY OF KEY WEST COLLECTION SERVICES IS CHANGED FROM RFP #16-004 to RFP #16-005. PLEASE ENSURE ALL DOCUMENTATION, CORRESPONDENCE AS WELL AS PROPOSAL INFORMATION SUBMITTED REFLECTS THE NEWLY ASSIGNED RFP NUMBER.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Melvin Morales
Signature

Creditech
Name of Business

City Seal

ADDENDUM NO. 2
And description

To All Proposers:

The following change is hereby made a part of RFP 16-005, as fully and as completely as if the same were fully set forth therein:

A) Questions :

- 1) There is a 25 sheet limit for proposal submittals, excluding required forms. If we submit Appendix items with our proposal will they count toward the 25 pages? **Answer: Yes they count toward the pages but we are raising the limit of pages to 100.**
- 2) In the Scope of Services list on page 30, Registration Holds for parking is included. What does this entail for the successful bidder? Does the Vendor create a registration hold by submitting a file back to the City for accounts that remain unpaid or is there more to the process? **Answer: A hold can be placed on the registration of a vehicle owner after a certain amount of violations. The successful bidder will be responsible for establishing these holds as per Florida State Statute.**
- 3) The RFP requires that the selected vendor have insurance submitted on an ISO standard form of CG2010 (11/85). These are primarily used for construction contracts. As this is a services contract, would an equivalent to form ISO 2026 be acceptable? **Answer: No. Please use the ISO form CG2010 (11/85).**
- 4) There is a requirement for a City of Key West Business Tax Receipt License on page 5 and there is a Local Vendor Form included in the required attachments. Does the City only want proposals from agencies located within Florida? **Answer: No, we will take proposals from agencies anywhere. They must be licensed in the State at the time of proposal. Here is the language addressing that: 'The Proposer will be required to furnish documentation with his proposal showing that he is in compliance with any and all licensing requirements of the State.' & 'The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum,**

the following licenses & certificates; City of Key West Business Tax License Receipt'

- 5) We have all of the insurances that are being requested, but our Employee Dishonesty policy is at \$25,000. We perform work for multiple municipal clients of a scope of the size and larger than the City of Key West and haven't needed a \$500,000 dishonesty policy. Is the City willing to negotiate on the coverage required, if awarded? **Answer: No.**
- 6) Who was the previous vendor? **Answer: The previous vendor for Parking was Law Enforcement Systems. EMS is new and has not had a collection Agency.**
- 7) How much was the contingency fee charged previously? **Answer: Again, EMS does not currently have any. Parking is 23%.**
- 8) On page 16 are points #3 and #7 meant to involve the same clients where the City is just looking for further documentation regarding these clients? **Answer: Yes.**
- 9) How much of a preference does the City give to local businesses? **Answer: Here is the language about local business preference: 'For requests for proposals in which objective factors are used to evaluate the responses from vendors and are assigned point totals, if, upon the completion of final rankings (technical and price combined, if applicable) by a selection committee or the city commission, a qualified and responsive nonlocal business is the highest ranked proposer and the ranking of a qualified and responsive local business is within five percent of the ranking obtained by the qualified and responsive nonlocal business, the highest ranked qualified and responsive local business shall have the opportunity to submit an offer to match the price offered by the highest ranked qualified and responsive nonlocal business within three working days of a notice of intent to award. If such highest ranked local business submits a price that fully matches the price of such highest ranked qualified and responsive nonlocal business, or the original price of the highest ranked local business is equal to or less than that of such highest ranked nonlocal business, then such local business shall proceed to negotiations with the city. If the highest ranked qualified and responsive local business declines or is unable to match the price of the highest ranked qualified and responsive nonlocal business, then the city shall proceed to negotiate with such highest ranked nonlocal business.'**
- 10) Does the City only want the Local Vendor Certification form included in the proposal if they are a local business, or if the business is not local should it be marked on the page and submitted to the City? **Answer: If not a local vendor just leave the form blank.**

- 11) Does the City have an ordinance where the collection fee is added to the principal, or is the collection fee taken from the principal balance collected?
Answer: Right now we have the fee taken from the balance collected by resolution. We have the ability to use either method and Proposals can reflect either or both methods.
- 12) Can you provide an estimate on the number of accounts and dollar value for each type of account?
Answer: Parking around 1000 violations averaging around \$35,000 a month. EMS does not currently send accounts to collections, but an estimate of what would be sent is 100 accounts at a total of \$200,000 a month
- 13) Could you clarify whether we need to obtain all licenses to bid on RFP or wait until being awarded?
Answer: Answered in question 4.
- 14) Page 13 'AGENCY shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) INCLUDING A "Waiver of Subrogation" clause in favor of City of Key West on all policies. AGENCY will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein' We can issue the certificate of insurance showing the City of Key West as an additional insured and proving the \$1,000,000 per claim/aggregate limit. Would this be acceptable to Key West?
Answer: The City is not requiring to be named as additional insured on the professional liability, nor is it requiring waiver of subrogation on the professional liability.
- 15) Page 44 'AGENCY shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) INCLUDING A "Waiver of Subrogation" clause in favor of City of Key West on all policies. AGENCY will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.' I will not be able to provide primary and non-contributory or a waiver of subrogation because those aren't allowed on the E&O policy. I will not be able to provide the specific cancellation wording because any mention of

cancellation wording on a certificate has to match the policy cancellation language which is governed by the state of Pennsylvania. I can send you the cancellation endorsement showing the provisions. I can also send you print screens of the policy showing clients are automatically included as additional insureds on the E&O policy. Would this be acceptable to Key West? **Answer: Yes, you can submit to legal for review.**

16) Registration holds for parking. Would this require notification to the DMV or provide further explanation of what would be required? **Answer: Answered in Question 2.**

17) Miscellaneous Accounts. Could you provide explanation of what type of accounts this would consist of? **Answer: As of this moment there are no other accounts besides Parking and EMS to be collected. This was included in case any additional accounts come up in the future that may need collection.**

18) I am part of an LLC and neither section of page 18 exactly fits for our company. We could fill out the corporation section of the document and have one member sign and another member attest if that works for the City. **Answer: Yes that would work for the City.**

B) Changes/Updates

- **The City is not requiring to be named as additional insured on the professional liability, nor is it requiring waiver of subrogation on the professional liability.**
- **The last day to submit questions is Friday, January 15, 2016.**

All Proposers shall acknowledge receipt and acceptance of this Addendum No.2 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Mitchell Marshall
Signature

Creditech
Name of Business

THE FOLLOWING WILL BE SUBMITTED WITH THE PROPOSAL

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

Collection Services, Support Services Skip tracing, Credit Reporting *please see
Dialers, Notices Payment Processing, Reporting Fee Schedule
SUBCONTRACTORS for cost information

The Proposer further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Proposer is awarded the Contract:

Berkheimer One Source
Name
1530 Valley Center Parkway Ste 200 Bethlehem, PA, 18017
Street City State Zip

Applied Innovations
Name
P.O. Box 1882 Wenatchee, WA, 98807
Street City State Zip

Global Connect Corp Headquarters
Name
5218 Atlantic Ave Suite 300 MAY'S Landing, NJ, 08330
Street City State Zip

PROPOSER

The name of the Proposer submitting this Proposal is

Creditech doing business at
50 North 7th St Bangor, PA, 18013
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

<u>Michelle Marshall</u>	<u>President</u>
<u>David Gordon</u>	<u>Assistant Secretary</u>
<u>Henry Sandt</u>	<u>Secretary</u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2015.

Signature of Proposer

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 18th day of January 2015.

(SEAL)

Creditech
Name of Corporation

By DAVID R. GORDON
Michelle Marshall, President
 Title _____
 Attest David R. Gordon
 ASST Secretary

ANTI - KICKBACK AFFIDAVIT

STATE OF Pennsylvania)
 : SS
COUNTY OF Northampton)

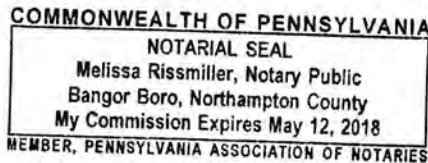
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Michelle Marshall

Sworn and subscribed before me this 18th day of January,
2015-2016

NOTARY PUBLIC, State of Pennsylvania at Large

Melissa Rissmiller
My Commission Expires: 5/12/18



SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for RFP #16-005
City of Key West Collection Services

2. This sworn statement is submitted by Creditech
(Name of entity submitting sworn statement)

whose business address is 50 North 7th Street Bangor PA 18013

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
23-22333004

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

3. My name is Michelle Marshall
(Please print name of individual signing)

and my relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted AGENCY list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted AGENCY list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted AGENCY list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been put on the convicted AGENCY list. (Please describe any action taken by or pending with the Department of General Services.)

Michelle Marshall
(Signature)
January 18th 2014
(Date)

STATE OF Pennsylvania
COUNTY OF Northampton

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Michelle Marshall who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 18th day of January, ~~2015~~ ²⁰¹⁶.

My commission expires: 5/12/2018

Melissa Rissmiller
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Melissa Rissmiller, Notary Public
Bangor Boro, Northampton County
My Commission Expires May 12, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the INDIVIDUAL/FIRM expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by INDIVIDUAL/FIRM or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the INDIVIDUAL/FIRM or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by INDIVIDUAL/FIRM for Professional Acts. INDIVIDUAL/FIRM hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of INDIVIDUAL/FIRM'S negligent acts, errors or omissions, or intentional acts in the performance of INDIVIDUAL/FIRM'S services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and INDIVIDUAL/FIRM, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the INDIVIDUAL/FIRM under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the INDIVIDUAL/FIRM or of any third party to whom INDIVIDUAL/FIRM may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

INDIVIDUAL/FIRM: Creditech SEAL:

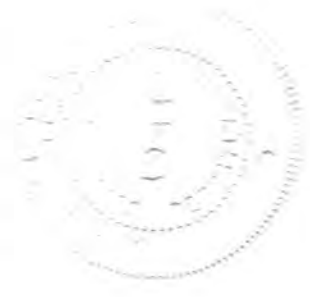
50 North 7th Street Bangor PA 18013
Address

Michelle Marshall
Signature

Michelle Marshall
Print Name

President
Title

DATE: 1/18/2016



**LOCAL VENDOR CERTIFICATION PURSUANT TO
CITY OF KEY WEST ORDINANCE 09-22 SECTION 2-798**

The undersigned, as a duly authorized representative of the VENDOR listed herein, certifies to the best of his/her knowledge and belief, that the VENDOR meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
 - b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
 - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local VENDOR pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local VENDOR pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Creditech Phone: 610-588-0965

Current Local Address: 50 North 7th St. Bangor PA 18013 Fax: 610-588-5767
(P.O. Box numbers may not be used to establish status)

Length of time at this address: 1985

Michelle Marshall Date: 1/18/2016
Signature of Authorized Representative

STATE OF Pennsylvania COUNTY OF Northampton

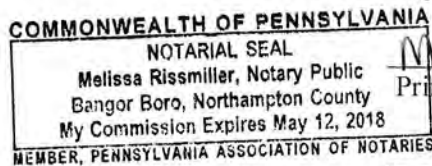
The foregoing instrument was acknowledged before me this 18th day of January,
2015 2016

By Michelle Marshall, of Creditech
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification - personally know as identification
(Type of identification)

Melissa Rissmiller
Signature of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing



Melissa Rissmiller
Print, Type or Stamp Name of Notary

Notary
Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Pennsylvania)
: SS
COUNTY OF Northampton)

I, the undersigned hereby duly sworn, depose and say that the firm of Creditech provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: Michelle Marshall

Sworn and subscribed before me this

18th Day of January, ²⁰¹⁴2015.

Melissa Rissmiller
NOTARY PUBLIC, State of Pennsylvania at Large

My Commission Expires: 5/12/2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Melissa Rissmiller, Notary Public
Bangor Boro, Northampton County
My Commission Expires May 12, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

CONE OF SILENCE AFFIDAVIT

STATE OF Pennsylvania)
 : SS
COUNTY OF Northampton)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Creditech have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

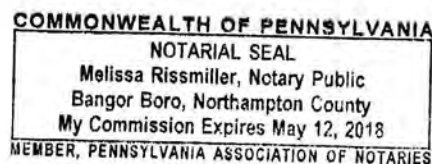
Sworn and subscribed before me this

18th Day of January, ²⁰¹⁴~~2015~~.

Melissa Rissmiller

NOTARY PUBLIC, State of Pennsylvania at Large

My Commission Expires: 5/12/2018



Sec. 2-773. - Cone of silence.

- (a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) Competitive solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - (2) Cone of silence means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
 - (3) Evaluation or selection committee means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - (4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
 - (5) Vendor's representative means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) Prohibited communications. A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) Permitted communications. Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

- (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publically noticed evaluation and/or selection committees;
 - (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
 - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) Procedure.
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
 - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
 - (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) Violations/penalties and procedures.
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
 - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
 - (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
 - (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
 - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.
- (Ord. No. 13-11, § 1, 6-18-2013)

SCOPE OF SERVICES

Proposer responsibilities include, but are not limited to:

- Issuing Collection Letters
- Skip Tracing
- Telephone Collection
- Credit Bureau Reporting
- Registration Holds for Parking

TYPES OF ACCOUNTS

Proposer shall provide collection services for some or all of the following types of accounts:

- Parking Violations
- Emergency Medical Services (EMS) Billing
- Miscellaneous Accounts

DRAFT AGREEMENT

Between

CITY OF KEY WEST

And

For

COLLECTION SERVICES

Date

This is an Agreement between: City of Key West, its successors and assigns, hereinafter referred to as "CITY,"

AND

_____, a corporation organized under the laws of the State of _____, its successors and assigns, hereinafter referred to as "AGENCY."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and AGENCY agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. **Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY'S RFP#16-004 COLLECTION SERVICES CITY OF KEY WEST, AGENCY's Response to RFP dated _____, 2015, exhibits, task orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.
- 1.3. **AGENCY:** The collection agency selected to perform the services pursuant to this Agreement.
- 1.4. **Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. **CITY:** City of Key West

COLLECTION SERVICES
CITY OF KEY WEST
AGREEMENT

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1. The AGENCY is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted or authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per CITY Ordinance(s).
- 2.2. Negotiations pertaining to the services to be performed by AGENCY were undertaken between AGENCY and CITY staff, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 **Services.** The AGENCY's responsibilities include, but shall not be limited to, issuing collection letters, skip tracing, telephone collection and credit bureau reporting for virtually all delinquent accounts for services rendered by the CITY and for the collection of amounts due.
- 3.2 **Types of Accounts.** AGENCY shall provide collection services for some or all of the following: Parking Violations, Emergency Medical Services(EMS) Billing, Miscellaneous Accounts
- 3.3 CITY retains AGENCY to collect delinquent accounts which the CITY in its sole discretion may assign to the AGENCY for collection.
- 3.4 AGENCY agrees to use its best efforts and work diligently to collect all money due to CITY and to forward such money to CITY, all in accordance with the terms and conditions of this Agreement.

ARTICLE 4

ASSIGNMENT OF DELINQUENT ACCOUNTS

- 4.1 **Assignment.** CITY shall notify AGENCY of delinquent accounts it wishes to assign to AGENCY and shall provide delinquent account information, as described in this Agreement. Parking will be sent to AGENCY after 30 days past due with the CITY. EMS collections will be sent to AGENCY after 120 past due with the CITY.
- 4.2 **Withdrawal.** CITY is entitled to withdraw any delinquent account which it may have placed in error with AGENCY. Otherwise, delinquent accounts referred to AGENCY shall remain with AGENCY for collection until the account is determined to be uncollectible by AGENCY. Any delinquent account not collected in full within 1460 days from the date the account was placed with AGENCY shall be deemed uncollectible and withdrawn by CITY.

ARTICLE 5

PERFORMANCE STANDARDS

- 5.1 AGENCY shall commence collection efforts upon receipt of any delinquent accounts and shall continue such efforts for the entire period such delinquent accounts are held by AGENCY.
- 5.2 AGENCY shall supervise and direct all collection work, devoting enough attention and applying the necessary skill and expertise to perform the work competently and efficiently. AGENCY shall be solely responsible for the means, methods, techniques, sequences and procedures of the collection.
- 5.3 Notwithstanding the foregoing, the CITY shall review and approve all collection letters prior to AGENCY's use of such form in collecting the CITY's delinquent accounts.
- 5.4 AGENCY shall perform its collection efforts in accordance with all federal, state and local laws and regulations, including the Fair Debt Collection Practices Act and the guidelines established by the Federal Trade Commission.

ARTICLE 6

ELECTRONIC DATA

- 6.1 **Outbound Data Extract.** CITY will provide data files from internal and external systems in a format agreeable to both parties.
- 6.2 **Inbound Data.** AGENCY shall conform data transferred to CITY to the specifications required by the CITY. Any cost of development of an extract program to transfer data to the CITY in accordance with the CITY's specifications shall be at the AGENCY's cost.
- 6.3 **Property of the City.** All data generated by the CITY and the AGENCY with respect to this Agreement shall remain the property of the CITY and shall be surrendered in a compatible electronic format within 10 days at the request of the CITY.

ARTICLE 7

REMITTANCES

- 7.1 **Remittances to the City.** AGENCY shall provide and remit payments to the CITY on a monthly basis (by the 15th of the subsequent month), accompanied by a Statement of Collection Report. Such report shall detail the remittance information, including: gross dollars collected for the month, account name, account number, account type, date of payment, and fee due to AGENCY.
- 7.2 **Returned Checks.** Collections by AGENCY in which a check is returned unpaid by the bank, shall be reported as a minus payment and minus collection fee (credit). CITY will notify AGENCY when a check is returned by the bank unpaid on a payment made directly to CITY on which CITY has paid AGENCY the collection fee due. AGENCY will list such returned check on the next statements minus payment and minus collection fee (credits).
- 7.3 **Paid Direct to City.** For amounts paid directly to the CITY that have been submitted to the AGENCY for collection, the CITY will notify the AGENCY, on a monthly basis, and the AGENCY will net this amount against what is owed the CITY by the AGENCY.
- 7.4 **Trust Account.** Collections made by AGENCY on delinquent accounts will be deposited immediately into a trust account for the benefit of the CITY maintained in a national bank or state bank, FDIC insured. Such collections held in trust for AGENCY for the benefit of the CITY, shall be the property of the CITY and not available for any other use by AGENCY.

ARTICLE 8

REPORTING

- 8.1 **Reporting.** The AGENCY shall provide the following reports electronically in printable format:
- 8.1.1 *Acknowledgement Report* verifying all accounts that have been received by AGENCY for collection.
 - 8.1.2 *Payment Analysis* (Collection Analysis) provides information relating to collection performance, broken down by month of placement. This report illustrates recovery performance.
 - 8.1.3 *Spindown Analysis* provides a 12-month record of liquidation rates per month
 - 8.1.4 *Statement of Collection* (Monthly Statement) details accounts to which payments have been applied during the statement period. This report indicates not only amounts paid by debtors, but also commissions due AGENCY for collection services rendered.
 - 8.1.5 *Cancellation Report* lists all accounts scheduled for return, along with the client account number, debtor name, balance, applicable dates, and reason for return.
 - 8.1.6 *Status Report* provides a complete overview of all account information (payments, debtor contacts, collector notes, etc.) and current account status (i.e. paid in full, debtor bankruptcy, debtor deceased, account disputed, etc.).
- 8.2 AGENCY will work with CITY to provide any additional reports requested.

ARTICLE 9

CREDIT BUREAU REPORTING

- 9.1 AGENCY will report delinquent accounts to the credit bureaus (Equifax, Trans Union, and Experian) within thirty (30) days after the Acknowledgment Date, provided the initial placement balance is at least equal to the minimum balance reportable to said credit bureau.
- 9.2 Based on account information received from CITY and information AGENCY has in its possession, AGENCY shall keep Credit Bureau(s) informed of changes in the status of delinquent accounts.
- 9.3 Disputed accounts will be reported as disputed in accordance with the Fair Credit Reporting Act duty to provide notice: If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed as such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the customer.

ARTICLE 10

OBLIGATIONS OF CITY

- 10.1 At the time CITY assigns delinquent accounts to AGENCY, CITY shall provide AGENCY with the following information with respect to each delinquent account) the "Account Information") provided CITY has knowledge of this Account Information:
- 10.1.1 Notices of any proceedings under the bankruptcy or insolvency laws of the United States of America or any state relating to the Delinquent Account
 - 10.1.2 Notices of any actions or proceedings commenced by any Delinquent Account Consumer against the CITY relating to the Delinquent Accounts
 - 10.1.3 Any communications received by CITY from the Delinquent Account customer, or the legal representative of a Delinquent Account customer, relating to the Delinquent Account or the collection of the Delinquent Account
 - 10.1.4 Any credits or other forgiveness granted by CITY with respect to any Delinquent Account

10.2 CITY shall have a continuing obligation to provide AGENCY with any new or additional Account Information with respect to the delinquent accounts as soon as such information becomes known to CITY.

ARTICLE 11

LEGAL ACTION

11.1 AGENCY must secure express written approval from the CITY Attorney on each and every account prior to instituting any legal action to collect the account.

11.2 AGENCY shall be reimbursed any monies for litigation costs advanced by AGENCY from the first proceeds of litigation.

11.3 If any legal action is contested, or if a counter-claim is asserted, AGENCY will promptly advise the CITY and CITY may assume further responsibility including all costs.

11.4 Collection cost shall only be added to the principal balance due for the delinquent account if expressly authorized in writing by CITY.

11.5 Prior to initiating collection litigation, in addition to the express written authorization, CITY shall provide AGENCY with the following information:

- Complete documentation of the account
- Validation of the debt
- Statement of non-military service
- Signed affidavit of the account
- A witness, when necessary

11.6 AGENCY shall provide CITY with regular reports on the status of each litigation matter.

ARTICLE 12

FEES

- 12.1 CITY agrees to pay AGENCY, as its sole compensation, a commission or percentage of the amount collected on a delinquent account assigned to AGENCY
- 12.2 AGENCY agrees that it shall not be entitled to fees or commission on delinquent accounts which have been withdrawn from AGENCY, except to the extent that the payment directly resulted from the collection efforts of AGENCY

ARTICLE 13

COMPLIANCE WITH LAWS

- 13.1 In conduct of the Services under this AGREEMENT, AGENCY shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including but not limited to the following:
- Fair Debt Collection Practices Act (15 U.S.C 1692 et seq.)
 - Gramm-Leach- Bliley Act (15 U.S.C., Subchapter 1 6801-6809)
 - Consumer Credit Protection Act (15 U.S.C. 1601 et seq.)
 - Fair Credit Reporting Act (15 U.S.C. 1681 et seq.)
 - The Privacy Act of 1974, as amended (5 U.S.C. 552a)
 - Health Insurance Portability & Accountability Act (HIPPA)
 - Health Information Technology for Economic and Clinical Health (HITECH)
 - Immigration Reform and Control Act of 1986 (IRCA)
 - Fair Labor Standards Act and Federal minimum wage laws
- 13.2 **HIPPA.** With respect to any health information which may be obtained through collection of EMS Billing accounts, AGENCY shall not, and shall ensure that its officers, directors and employees shall not use or disclose any Protected Health Information, as that term is defined under HIPPA, in any manner that would constitute a violation of the HIPPA Privacy Rule. AGENCY agrees to use all appropriate safeguards to prevent the use or disclosure of Protected Health Information. AGENCY will work with CITY to take appropriate steps which mitigate, to the extent reasonably possible, deleterious effects of any unauthorized disclosure or use of Protected Health Information. AGENCY shall, within five (5) business days of becoming aware of any unauthorized disclosure or use of Protected Health Information in violation of HIPPA by AGENCY, its officers or employees, or by a third party to which AGENCY disclosed such Protected Health Information,

report such a disclosure or use to the CITY in writing. Each such report shall provide the following information: (i) identify the Protected Health Information used or disclosed; (ii) identify the nature of such use or disclosure; (iii) identify who made the unauthorized use or disclosure; (iv) identify who received the Protected Health Information; (v) identify what corrective action AGENCY took to prevent future unauthorized use or disclosure of such Protected Health Information; (vi) identify what AGENCY did or will do to mitigate the deleterious effects of such unauthorized disclosure or use of Protected Health Information; (vii) provide any other information requested by CITY

ARTICLE 14

TERM OF AGREEMENT

14.1 The term of this Agreement shall be for a period of three (3) years which thereafter may be extended upon written consent of both parties for two (2) additional one (1) year terms. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the City Manager.

ARTICLE 15

MISCELLANEOUS

15.1. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices, etc. generated, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by AGENCY in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY.

15.2. TERMINATION

15.2.1. This Agreement may be terminated with or without cause by CITY at any time.

15.2.2. Notice of termination shall be provided in accordance with paragraph 7.13 NOTICES of this Agreement.

15.2.3. In the event this Agreement is terminated, AGENCY shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are

provided to the CITY. Upon being notified of CITY's election to terminate, AGENCY shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

15.3. AUDIT RIGHT AND RETENTION OF RECORDS

15.3.1. CITY shall have the right to audit the books, records, and accounts of AGENCY. AGENCY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries.

15.3.2. AGENCY shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to AGENCY's records, AGENCY shall comply with all requirements thereof; however, AGENCY shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

15.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS

15.4.1. AGENCY shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

15.4.2. AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. AGENCY shall comply with Title I of the Americans with Disabilities Act regarding

nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

15.4.3. AGENCY shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

15.5. PUBLIC ENTITY CRIMES ACT

15.5.1. AGENCY represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, AGENCY or other provider and who has been placed on the convicted AGENCY list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or AGENCY under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted AGENCY list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from CITY's competitive procurement activities.

15.5.2. In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it or any subAGENCY, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted AGENCY list.

15.5.3. AGENCY shall promptly notify CITY if it or any subcontractor or subAGENCY is formally charged with an act defined as a "public entity crime" or has been placed on the convicted AGENCY list.

15.6. SUBAGENCYS

AGENCY may use the subAGENCYs identified in the proposal that was a material part of the selection of AGENCY to provide the services under this Agreement. The CITY

reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY's acceptance of a subcontractor shall not be unreasonably withheld. AGENCY shall obtain written approval of Contract Administrator prior to changing or adding to the list of subAGENCYs. The list of subAGENCYs submitted and currently approved is as follows:

- a.
- b.
- c.
- d.

15.7. ASSIGNMENT AND PERFORMANCE

- 15.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and AGENCY shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.
- 15.7.2. AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.
- 15.7.3. AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 15.7.4. AGENCY shall not change or replace overall project manager identified in the AGENCY's response to the RFP without the Contract Administrator's prior written approval.

15.8. INDEMNIFICATION OF CITY

To the fullest extent permitted by law, the AGENCY expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by AGENCY or its subcontractors, material men, or agents of any tier or their employees, arising out of this

agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the AGENCY or its subcontractors, material men or agents of any tier or their respective employees.

15.9. INSURANCE

AGENCY is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the AGENCY shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Errors and Omissions	\$1,000,000	Occurrence
	\$1,000,000	Aggregate
Employee Dishonesty Coverage	\$ 500,000	Coverage Shall Include:
		<ul style="list-style-type: none"> • Forgery or Alteration; • Computer Fraud; • Funds Transfer Fraud; • Third Party Coverage in favor of the City of Key West.

AGENCY shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING A "Waiver of Subrogation" clause in favor of City of Key West on all policies. AGENCY will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **AGENCY** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **AGENCY** who is performing any labor, services, or material under the Contract. Further, **AGENCY** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, **AGENCY's** Workers' Compensation policy shall be endorsed to provide **USL&H Act (WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. **AGENCY** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

AGENCY's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

AGENCY will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **AGENCY** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **AGENCY.**

15.10. ALL PRIOR AGREEMENTS SUPERSEDED

15.10.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached. Accordingly, the

parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

- 15.10.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.11. CONSULTING TEAM

- 15.11.1. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.
- 15.11.2. Each assignment issued under this Agreement by the CITY to the AGENCY, the AGENCY will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.
- 15.11.3. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the AGENCY must obtain the CITY Representative's prior written approval.
- 15.11.4. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the AGENCY shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.
- 15.11.5. The AGENCY shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The AGENCY shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.
- 15.11.6. The AGENCY shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

15.12. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the

provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

Michael Turner, Collections Manager
City of Key West
3106 Flagler Ave
Key West, FL 33040

FOR AGENCY:

15.13. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by AGENCY shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any task order and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

15.14. INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

15.15. AGENCY'S STAFF

- 15.15.1. AGENCY shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in AGENCY's employment.
- 15.15.2. AGENCY shall obtain prior written approval of Contract Administrator to change key staff. AGENCY shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.
- 15.15.3. If Contract Administrator desires to request removal of any of AGENCY's staff, Contract Administrator shall first meet with AGENCY and provide reasonable justification for said removal.

15.16. INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY shall be subject to the supervision of AGENCY. In providing the services, AGENCY or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

15.17. THIRD PARTY BENEFICIARIES

Neither AGENCY nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or subAGENCY, whether named or unnamed, shall be a third party beneficiary of this Agreement.

15.18. CONFLICTS

- 15.18.1. Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 15.18.2. AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or

administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

- 15.18.3. In the event AGENCY is permitted to use subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors from having any conflicts as within the meaning of this section, and shall so notify them in writing.

15.19. CONTINGENCY FEE

AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for AGENCY, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for AGENCY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.20. WAIVER OF BREACH AND MATERIALITY

- 15.20.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 15.20.2. CITY and AGENCY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

15.21. COMPLIANCE WITH LAWS

AGENCY shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement.

SEVERABILITY

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or AGENCY elects to terminate this Agreement.

15.22. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and AGENCY and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

15.23. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

15.24. APPLICABLE LAW AND VENUE

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

15.25. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement:

15.26. COUNTERPARTS

This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

**REST OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY

ATTEST for CITY:

Cheryl Smith, City Clerk

____ day of _____, 20____

Jim Scholl, City Manager

____ day of _____, 20____

ATTEST for AGENCY:

By _____

(Print Name)

____ day of _____, 20____

By _____
AGENCY

(Print Name)

____ day of _____, 20____