

Invitation to Bid

Bid No. 10-21

The Gadsden County Board of County Commissioners invites interested qualified firms or individuals to submit bids for professional services to collect bad and/or outstanding debt due to the Gadsden Emergency Medical Services. Bids will be received until 10:00 a.m., Friday, July 16, 2010 in the Management Services Department, 5-B E. Jefferson Street, Quincy, FL 32351. The bids will be opened immediately thereafter. Any and all late arriving bids will NOT be accepted. Specifications may be obtained from the Management Services Department at 5-B E. Jefferson Street, Quincy, FL or by dialing 850-875-8660. This bid is available on our website at www.gadsdencountyfl.gov. Bids will not be valid if not sealed in an envelope marked "**SEALED BID**" and identified by the name of the firm, bid number and time of opening. Questions concerning the specifications should be directed to Don Crum at 850-875-8688. The Gadsden County Board of County Commissioners reserves the right to reject any one bid or all bids, any part of any bid, to waive any informality in any bid, and to award the purchase in the best interest of the County. EEO/AA

INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

***Bid No: 10-21
Board of County Commissioners
Management Services Department, Room 204
5-B E. Jefferson Street
Quincy, FL 32351***

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. If you are not submitting a bid but wish to remain on our bid list, please return the "Statement of No Bid" form and provide an explanation in detail where requested.
7. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Management Services Department at (850) 875-8660 at least five (5) workdays prior to the Bid/RFP opening.

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

Bid Title: Collection Agency Services
Bid No: 10-21

PURPOSE:

It is the intent of Gadsden County to establish and secure a contract\price agreement with an outside Collection Agency, (hereinafter CONTRACTOR). The purpose of this contract is to perform legal collection services of certain accounts, which are due and unpaid, under the guidance of the Federal Fair Debt Collection Practices Act, and Florida Commercial Collection Practices Act. The Scope of Work begins on page 11.

The Gadsden County Emergency Medical Services Division (GCEMS) provides billable services for patient transports and any other fees designated and approved by the Gadsden County Board of County Commissioners.

The agreement resulting from this invitation to bid shall be for a period of three (3) years. After the initial three (3) year period, at the discretion of the County, the agreement may be extended for no more than two additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current period.

BID DEADLINE:

Bid must be submitted no later than **Friday, July 16, 2010 @ 10:00 a.m.**

BID INFORMATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Arthur Lawson, Sr.; phone (850) 875-8660; fax (850) 875-8652; e-mail: alawson@gadsdencountyfl.gov. Written inquiries are preferred.

EXPLANATION TO BIDDERS:

Each Vendor shall examine the Bidding Documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The Owner will not be responsible for oral clarifications.

No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

PREPARATION AND SUBMISSION OF BID:

Each Vendor shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Vendor. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Gadsden County website at <http://www.gadsdencountyfl.gov>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Management Services Department will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any bid to check the above website or contact the Management Services Department at (850) 875-8660 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PAYMENT:

The County will make scheduled payments within thirty (30) days of submission and approval of invoice for services. (See Scope of Work for further invoice/payment information).

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Gadsden County.

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 - c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

REJECTION OF BIDS:

The Owner reserves the right to reject any and/or all bids when such rejection is in the best interest of the Owner.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the contents of the bid form will be made public for the information of vendors and other interested parties who may be present either in person or by representative.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS:

The bid/proposal will be awarded as soon as possible to the lowest responsible bidder. The County reserves the right to waive any informality in bids/proposals and to award a bid/proposal in whole or in part when either or both conditions are in the best interest of Gadsden County.

Notice of the intended award is provided through an agenda item to the Board of County Commissioners containing a recommendation of award. The agenda for each meeting of the County Commission is available on the County website at www.gadsdencountyfl.gov. A vendor may request, in their bid submittal, a copy of the bid tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

AGREEMENT:

After the bid awards, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The vendor will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Gadsden County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

TRAVEL EXPENSES

Contractor travel which is not covered within the scope of the Contractor's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Gadsden County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Gadsden County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Contractors traveling on a cost reimbursement

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basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the county, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Gadsden County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Gadsden County.

BID CHALLENGE:

Any bid award recommendation may be challenged on the grounds of irregularities in the specifications,

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bid procedure, or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing to the Purchasing Director within 72 hours (excluding weekends and holidays) after receipt of the intended recommendation of award. Challenger shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid challenge has been submitted. Failure to file a notice of intent of bid challenge or failure to file a formal written bid challenge shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments/divisions regarding the vendor complaint.

At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives.

TERMINATION

Gadsden County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

PENALTIES:

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for

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CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Identical Tie Bid Statement
- _____ Completed Public Entity Crimes Statement
- _____ Insurance Certification Form
- _____ Certification/Debarment

SCOPE OF WORK

It is the intent of Gadsden County to establish and secure a contract\price agreement with an outside Collection Agency, (hereinafter CONTRACTOR). The purpose of this contract is to perform legal collection services of certain accounts, which are due and unpaid, under the guidance of the Federal Fair Debt Collection Practices Act, and Florida Commercial Collection Practices Act.

The Gadsden County Emergency Medical Services Division (GCEMS) provides billable services for patient transports and any other fees designated and approved by the Gadsden County Board of County Commissioners.

CONTRACTOR'S RESPONSIBILITY

- A. The GCEMS will assign to the CONTRACTOR for collection certain accounts (hereafter "Bad Debt accounts") that are true, correct, due and unpaid.
- B. CONTRACTOR shall have full authority to perform all legal acts necessary to effect the collection of accounts (the "Collection Services"), in accordance with Gadsden County Board of County Commissioners policy as follows:
 - 1. To receive payments made on the accounts, payable to the CONTRACTOR;
 - 2. To arrange for payments by the debtor under such terms as the CONTRACTOR deems appropriate for any account;
 - 3. To place information regarding the accounts with one or more credit bureaus thirty days after written notice is provided to debtor;
 - 4. To make every effort to locate and correct any billing addresses on "return mail" received to assure debtor/guarantors are in receipt of the collection actions being taken to obtain payment.
- C. Accounts will remain with the CONTRACTOR until such time as the account is paid in full. The County will turn new accounts over to the CONTRACTOR when they are over ninety days old. The County also has old accounts, which will be turned over to the CONTRACTOR at the inception of the contract to begin immediate collection. These old accounts are more than twelve (12) months old.
- D. The CONTRACTOR shall perform collection services for any account referred by the County without regard to the amount of the debt.
- E. The Agency must stop all collection activity immediately when notified to cancel accounts. The County reserves the right to re-evaluate, adjust, cancel, or recall any account assigned for collection to the Agency with or without cause.
- F. The CONTRACTOR shall not refer any account to any attorney for action, file a lawsuit, place a lien on property, refer any account to another CONTRACTOR, or take any other legal action against the debtor on behalf of the County without written approval by the County.
- G. All copying, faxing, postal costs, etc. of any kind are to be provided by the CONTRACTOR and reflected in the bid amounts. The sole compensation to the CONTRACTOR shall be at the rates specified in the bid and resultant contract.
- H. The CONTRACTOR shall be responsible for contacting the sender of monies when there is insufficient information to identify which case the payment is for.
- I. The CONTRACTOR shall be responsible for collecting on any dishonored items received and processed by the Agency. All checks must clear the bank before the CONTRACTOR sends the

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monthly payment to the County, as specified under the payment provisions. As a collection agent for the County, the CONTRACTOR may collect the service fee for any dishonored check, authorized by Florida Statute 125.0105.

- J. The CONTRACTOR shall inform customers to make remittance to be collected by the CONTRACTOR payable to the CONTRACTOR. CONTRACTOR may take credit card payments. There shall be no additional charges to the County for credit card payments accepted by the CONTRACTOR.
- K. The CONTRACTOR shall be fully responsible for all work performed under the contract.
- L. Unless otherwise required by the Florida Sunshine law, all information acquired by the CONTRACTOR in the course of performing services shall be confidential, and shall not be open to examination by the public for any purpose without prior approval from the County. The CONTRACTOR shall maintain off-site backup storage of Gadsden County files and records that is secure from environmental and other hazards. All information provided to the CONTRACTOR is to be used solely for the purpose of collection of those accounts. The CONTRACTOR shall be required to assume responsibility for the safety and security of all records provided by the County. All information must be securely stored in a manner to prevent access by unauthorized persons.
- M. Unless prohibited by applicable law, the County retains all rights to all data, reports, programs, designs and other results of the contract. The County reserves first publication rights to any products of this contract and the County may place the products in the public domain without permission of the CONTRACTOR. Nothing herein shall be construed to limit the application of Florida Statutes, Chapter 119, the Public Records Act, by the CONTRACTOR to the materials produced in connection with the contract. Failure by the CONTRACTOR to abide by provisions of Public Records Laws may result in termination of the contract.
- N. There will be no charge to the County if the CONTRACTOR is unable to recover monies on accounts assigned. No adjustment to the fee will be made during the term of the contract.
- O. All usual and customary costs incurred as a result of collecting accounts shall be the sole responsibility of the CONTRACTOR. Any costs of automation equipment, installation of data lines, printing, postage and equipment costs, etc. will be borne by the CONTRACTOR.
- P. The CONTRACTOR shall not add a charge of any kind to an assigned account except for the aforementioned bad check charges in accordance with Paragraph I. and the interest rate approved by the Gadsden County Board of County Commissioners policy.
- Q. If the contract is terminated or expires, all accounts will be returned to the referring office/ department regardless of payments made on account or arrangements made. Any fee due at such time will be paid by the County.
- R. CONTRACTOR/County
 - 1. CONTRACTOR'S staff will work with the Gadsden County Emergency Medical Services staff to facilitate transmission of pertinent information between the County and CONTRACTOR. At inception, and throughout the contract period, some data may be delivered by hard copy, electronic or disk, depending on the capability of the software and programs between the County and the CONTRACTOR.
 - 2. The CONTRACTOR shall designate a Collection/Project Manager who will have responsibility for the CONTRACTOR'S performance and will be directly responsible for coordinating efforts with the Gadsden County Emergency Medical Services.
 - 3. The CONTRACTOR must provide for immediate telephone contact with the Collection/Project Management during County Business hours of 7:00 AM to 6:00 PM. A maximum of one

hour turnaround time for responses to inquiries will be required.

4. A written response shall be provided to all complaints received by the County of any alleged action taken by the CONTRACTOR and/or its agents. The response shall be provided by the Collection/Project Manager and shall be received by Gadsden County within ten days from the date the request is sent to the CONTRACTOR. The response shall address all questions and statements made by Gadsden County Emergency Medical Services concerning the alleged actions.
 5. Gadsden County personnel shall have the right to visit the office of the CONTRACTOR and/or its agents periodically for inspection of the facilities and operation used in the performance of any work under this contract.
 6. At any time, the County may audit any of the CONTRACTOR'S activities that relate to the contracts with the County.
 7. The CONTRACTOR shall retain all books, records and other relevant documents for a minimum of three years after contract expiration.
 8. The CONTRACTOR, at the request of the County, may be asked to attend meetings to improve the collection of delinquent debt.
- S. CONTRACTOR shall be competent, qualified and experienced to assure an aggressive, vigorous collection of effort with a substantial likelihood of success.
- T. CONTRACTOR shall have bilingual capability in Spanish and English.
- U. CONTRACTOR must have sufficient knowledge of all applicable federal, state and local laws and regulations regarding debt collection.
- V. CONTRACTOR shall have the capability to effect collections in all 50 states, U.S. territories or commonwealths. CONTRACTOR shall meet interstate collections requirements, which may include being certified, insured, licensed, registered and/or bonded in the state where collection is being attempted or having a resident office in that state.
- W. CONTRACTOR shall not settle any account for less than the full amount owed, unless otherwise directed in writing, by the County and shall obtain prior specific written consent of the County prior to negotiating a final settlement or before otherwise compromising any accounts.
- X. If CONTRACTOR discovers that the debtor is deceased, pursue an estate residual if applicable. If recovery is not feasible, transfer the account back to the GCEMS. Provide appropriate documentation that a claim was filed with the decedent's estate and/or that CONTRACTOR petitioned to have the estate liquidated to recover the debt.
- Y. Attempt to collect all account balances due as well as attempt to assess debtor's ability to repay the debt, and if necessary, extend time payments.
- Z. The CONTRACTOR shall accept a hard copy or electronic information pertaining to any GCEMS account that is being transferred to the CONTRACTOR for collection.
- AA. The CONTRACTOR SHALL BE IN COMPLIANCE WITH RESPECT TO HCFA (Healthcare Financing Administration), CMS (Center Medical Services), HIPPA (Health Insurance Portability and Accountability Act) and the Social Security Act, concerning citizens' privacy of information.
- BB. The CONTRACTOR will appoint a Main Contract Person to supervise the accounts and provide a direct telephone and fax number to this person and be sure this person maintains open communication with the GCEMS designated representative at all times.

- CC. The CONTRACTOR must maintain Account History Notes that document communications between its representative and the debtor/guarantors via telephone or written correspondence being worked.
- DD. The CONTRACTOR will provide a complete accessible download of all open accounts to the GCEMS should the Contract terminate or expire, either by request or by limits set within the contract to ensure that the GCEMS can continue in a professional business manner for our citizens.
- EE. This scope of services represents a minimum effort required by the CONTRACTOR and shall not limit the CONTRACTOR's use of its proprietary accounts receivable collections systems, including modifications as required by Federal, State or local laws or its usual and customary practices.
- FF. All reports required by this contract shall be mailed to:

Gadsden County Emergency Medical Services
412 E. Jefferson Street
Quincy, FL 32351

- GG. The accounts will be placed with CONTRACTOR for a minimum of twelve (12) months. Upon the GCEMS's request, CONTRACTOR will return to the GCEMS (a) any account placed in error when CONTRACTOR is so notified by the GCEMS; (b) accounts that are paid in full; © accounts that have been placed with CONTRACTOR, with the exception of any account that is in the process of immediate negotiation of a payment, settlement or adjustment arrangement, any account that has been referred to CONTRACTOR to an attorney for the commencement of a lawsuit for collection, and any account for which payment arrangements have been negotiated and are being met according to agreed upon terms; (d) accounts with respect to which it is determined that the debtor is deceased and there are no assets or an estate of any other liable party; and (e) any inactive accounts over twelve (12) months from date of placement that have had no payment. Any account that has been forwarded to CONTRACTOR and then returned at the GCEMS's request will be subject to the collection fees shown in the payment provisions.
- HH. Accounts purged or deleted from the CONTRACTOR will provide an electronic data file, acceptable by the GCEMS or its designated agent so it can be uploaded to the GCEMS vendor billing software. Currently, GCEMS is using Advanced Data Processing, Inc. for billing services. The software is subject to change by the time this contract terminates or expires. The transfer of information should contain the debtor information normally provided in monthly invoicing. A contact person name and telephone number will be provided to the GCEMS should a debtor/guarantor clear/pay their balance after termination of this contract. In addition, the CONTRACTOR will return to the GCEMS any data, financial reports, files, etc. with GCEMS accounts on them.

II. *REPORTS AND STATEMENTS REQUIRED*

Reports to be provided shall include, but not be limited to:

1. Acknowledgment Report – This report is to be sent by the CONTRACTOR verifying that the Agency has received the referrals sent by the GCEMS. A listing, in alphabetical order, of the accounts referred showing the account name, account number, selector debtor file number, account balance and date referred. The report shall be summarized by type of account, showing the total accounts referred and the total value of accounts referred. This report shall be submitted within 7 working days after accounts have been transferred. This report shall be submitted to GCEMS.
2. Report of referrals of Bad Debt Accounts – This report will be provided by the GCEMS and/or its Medical Billing Agent by the 5th of each month for the preceding month. The parameters for such a report will be agreed upon by the County and the CONTRACTOR to insure the ability of uploading the account information by the CONTRACTOR's AR Collection System.

3. Monthly Remittance Report - A listing, in alphabetical order, of the account name, account number, CONTRACTOR file number, credits to the accounts (for accounts involving litigation, recovered costs), total gross amount collected and paid directly to CONTRACTOR, balance due and CONTRACTOR fees associated with the collections. This report shall be by type of account, showing totals for all number and value categories. This report shall be submitted monthly, within ten (10) working days after the end of each month to GCEMS.
4. Fiscal Year Semi-annual Collection Report Summary – This report will be provided by the CONTRACTOR to reflect monthly collection, by account number, the last 6 months of percentage totals, dollar amounts collected for each month and the remaining total balance of AR to be worked for each account number. The reports will be submitted no later than April 30th of the current year and November 30th of the following year. This report shall be submitted to GCEMS.
5. Performance Report – This report will be provided by the CONTRACTOR monthly, with a summary of aged receivables, by account number. The report will show the number of accounts assigned, collected, collection rate, and the number with percentage returned. This report shall be submitted to GCEMS by the 5th of each month for the preceding month.
6. Close and Return Report – This report will be provided by the CONTRACTOR indicating the accounts that have been determined to be Closed and Returned for any reason. The report will provide the Debtor/guarantor Name, Account Number, Balance Due, if reported to credit and any legal action recommendations, such as bankruptcy, deceased or accounts recalled by the GCEMS. If the debtor is bankrupt, the bankruptcy Case Number shall be indicated. If the debtor is deceased, an indication as to the status of the estate is necessary. The report will also indicate if collection activity has ceased for any reason other than those described outlined above. This report shall be submitted to GCEMS by the 5th of each month for the preceding month.

GCEMS's RESPONSIBILITY

1. Provide the necessary information to transfer to the CONTRACTOR on a monthly basis for those accounts that are reviewed as needing further collection action in order to collect the balance due.
2. Refer any calls or correspondence received directly on "Bad Debt accounts" that have been referred to the CONTRACTOR. All calls and correspondence will be referred to contact the CONTRACTOR directly.
3. Upon the assignment of accounts to the CONTRACTOR, the County will not be expected to provide any further assistance in the collection of these accounts. The County will cease written and telephonic communications with the account debtors that have been transferred to the CONTRACTOR.
4. Provide CONTRACTOR with information reasonably necessary for CONTRACTOR to perform the Collection Services, including, but not limited to, any communications regarding the accounts received from the account debtor or any third party either prior to or subsequent to the assignment of the account to which such communication relates and the date of delinquency for each account.
5. Have the discretion to determine at what point an account is considered delinquent and how many days delinquent the account must be in order to transfer it to CONTRACTOR. The CONTRACTOR shall accept such account transfers as valid transfers, without need to seek or validate such departmental decisions.

6. Determine the most effective, timely and equitable method of assigning accounts to CONTRACTOR.
7. Reserves the right to exercise sole discretion as to which accounts will be transferred to CONTRACTOR.
8. Notify CONTRACTOR of any adjustments or corrections made to the amount due.
9. Not be expected to provide any further assistance in the collection of accounts, once an account is transferred to CONTRACTOR, notwithstanding ongoing administrative support, as necessary, for access to GCEMS records pre and past account transfer.
10. Forward any payments received from the debtor directly to CONTRACTOR for deposit and posting.
11. The County reserves the right to change any portion of the work, outlined herein if there are changes in federal or state law or County Ordinance, written rule, resolution or administrative policy or procedure that make it necessary.

PAYMENT PROVISIONS

The payment provisions as specified on the Bid Proposal Form shall be as follows:

1. The CONTRACTOR shall receive a percentage of the gross amounts collected on old and new account balances referred by the GCEMS that do not go to litigation. Payment for the fee will be made on a monthly basis via a county delivery order issued by GCEMS. CONTRACTOR will issue a monthly remittance report and statement along with an invoice for the amount owed to CONTRACTOR.
2. A settlement fee will be charged for all returned accounts requested by the GCEMS that the CONTRACTOR has initiated or had a role in effecting collection on the referred account. This fee will be less than the standard contingency fee. Payment for the fee will be made on a monthly basis via a county delivery order. CONTRACTOR will issue a monthly remittance report and statement along with an invoice for the amount owed to CONTRACTOR.
3. The CONTRACTOR will provide locate services to the GCEMS for a fee per successful locate of all mail return accounts the GCEMS requests assistance on, that are not referred for direct collection. Payment for the fee will be made via a county delivery order on a monthly basis. CONTRACTOR will issue a monthly remittance report and statement along with an invoice for the amount owed to CONTRACTOR.
4. The CONTRACTOR shall receive a percentage of all accounts that have gone to litigation, out of which CONTRACTOR shall pay legal fees and expenses related to litigated accounts. Payment for the fee will be made via a county delivery order on a monthly basis. CONTRACTOR will issue a monthly remittance report and statement along with an invoice for the amount owed to CONTRACTOR.
5. The monthly statements of collections shall contain remittance number, gross amount collected by the CONTRACTOR, fees charged by CONTRACTOR, any reimbursements from debtors for fees and costs (as allowed by State Statutes) and net amount due to the CONTRACTOR. The statement shall also have an invoice attached to it indicating the amount owed to CONTRACTOR and payment will be made to CONTRACTOR via a county delivery order.
6. Attached to the statement shall be the CONTRACTOR'S check(s) for the gross amount

Bid Title: Collection Agency Services
Bid No: 10-21

collected, payable to the BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FLORIDA (Attention: Gadsden County Emergency Medical Services). Remittance of gross collection to the County is within thirty days of receipt. Remittance of collections on a net basis (i.e., subtracting contingency fee) will not be permitted.

BID RESPONSE SHEET

The Board of County Commissioners, Gadsden County, reserves the right to accept or reject any and/or all bids in the best interest of Gadsden County.

Arthur Lawson, Sr.
Purchasing Director

Eugene Lamb, Jr.
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY _____
(Firm Name)

(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

BID PRICING:

Standard Collection Fee _____

Settlement Fee on Returned Accounts _____

Locate Fee _____

Collection Fee for Litigated Accounts _____

STATEMENT OF NO BID

We, the undersigned, have declined to bid on the above referenced bid for the following reasons:

_____ We do not offer this service

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications

_____ Others (Explain)

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Gadsden County.

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

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

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

1. This sworn statement is submitted to Gadsden County Board of County Commissioners
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____
).
 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control 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 a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision

Bid Title: Collection Agency Services
Bid No: 10-21

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

- _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

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

(signature)

Sworn to and subscribed before me this _____ day of _____, 200____.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of notary public

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

VENDOR'S SIGNATURE

TITLE

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Gadsden County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a _____, formed under the laws of _____
(Type of Business) (State or Province)

of which he is _____

(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Gadsden County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ Day of _____, 20__

.

Personally Known _____ Or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VI?

☐ YES ☐ NO

Commercial General Indicate Best Rating: _____
Liability: Indicate Best Financial Classification: _____

Business Auto: Indicate Best Rating: _____
 Indicate Best Financial Classification: _____

Professional Liability: Indicate Best Rating: _____
 Indicate Best Financial Classification: _____

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VI?

☐ YES ☐ NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) for this professional services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Gadsden County. Insurers will have A.M. Best ratings of no less than A:VI unless otherwise accepted by Gadsden County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Bid Title: Collection Agency Services
Bid No: 10-21

Additional insured (Gadsden County, Florida, its Officers, employees and volunteers) -

General Liability & Automobile Liability

Primary and not contributing coverage-

General Liability & Automobile Liability

Waiver of Subrogation (Gadsden County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed

Date _____ Title _____

(Company Risk Manager or Manager with Risk Authority)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 2010, by and between GADSDEN COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Gadsden County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide professional collection services to the County in accordance with the specifications for Gadsden County Bid# 10-21, said bid being incorporated into this agreement as if fully set out herein.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Gadsden County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The agreement shall be for a period of three (3) years, commencing on _____, _____, and shall continue until _____. After the initial three (3) year period, at the discretion of the County, the agreement may be extended for no more than two additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current period.

4. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County according to the payment schedules contained in the Contractor's bid proposal and attached hereto as Attachment 1.

5. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Gadsden County.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured will suffice.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Gadsden County or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

9. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

11. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this agreement.

- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after termination of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement.
- c. Upon completion or termination of the agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

13. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this agreement. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this agreement for cause.

14. TERMINATION

Gadsden County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

15. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Gadsden County.

16. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this

Bid Title: Collection Agency Services
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Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

17. REVISIONS

In any case where, in fulfilling the requirements of this agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

18. VENUE

Venue for all actions arising under this agreement shall lie in Gadsden County, Florida.

19. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

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WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of

(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is
personally
(State or place of incorporation)

known to me or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Bid Title: Collection Agency Services
Bid No: 10-21

GADSDEN COUNTY, FLORIDA

BY: _____
Eugene Lamb, Jr., Chairman
Board of County Commissioners

DATE: _____

ATTEST:
NICHOLAS THOMAS, CLERK OF THE COURT
GADSDEN COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
GADSDEN COUNTY ATTORNEY'S OFFICE

By: _____
Deborah Minnis
County Attorney