

## **AGREEMENT FOR COLLECTION AGENCY SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Merchants Association Collection Division Inc. dba Sherloq Financial a Florida corporation, whose address is 134 S. Tampa Street, Tampa, FL 33602, and whose federal tax identification number is 59-0832248, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase collection agency services from the Vendor in connection with "Collection Agency Services - Annual" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP220222DWJ on March 18, 2022 (the "Solicitation"); and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on June 27, 2022; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

#### **I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in section 1 throughn 4 of the Detailed Specifications section of RFP220222DWJ, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP220222DWJ, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

#### **II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon the effective date and shall continue for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole

or in part, for a renewal term or terms not to exceed the initial Agreement of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

**VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

## **VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

## **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [PRRCustodian@leegov.com](mailto:PRRCustodian@leegov.com); <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

**IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

**XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship

or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

## **XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.



- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	Collin Wydo	Names:	Roger Desjarlais      Mary Tucker
Title:	Regional Sales Manager	Titles:	County Manager      Procurement Management Director
Address:	134 S. Tampa Street Tampa, FL 33602	Address:	P.O. Box 398 Fort Myers, FL 33902
Phone:	734-626-4389	Phone:	(239) 533-2221      (239) 533-8881
Facsimile:	231-947-1218	Facsimile:	(239) 485-2262      (239) 485-8383
Email:	<a href="mailto:Collin.wydo@sherlogqsolutions.com">Collin.wydo@sherlogqsolutions.com</a>	Email:	<a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a> <a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
  2. County's Purchase Order
  3. Solicitation
  4. Vendor's Submittal in Response to the Solicitation

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

**Merchants Association Collection  
Division Inc., dba Sherloq Financial**

Signed By: [Signature]

Signed By: [Signature]

Print Name: WILLIAMS COLE

Print Name: CHRISTOPHER WYDO

Title: PRESIDENT / COO

Date: 8/4/22

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
Vice Chair

DATE: 8/10/22

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Kevin C. Karnes, Clerk

BY: [Signature]  
**Melissa Butler**  
Deputy Clerk



APPROVED AS TO FORM FOR THE  
RELiance OF LEE COUNTY ONLY:

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

## EXHIBIT A DETAILED SPECIFICATIONS

VER 03-25-2021

### DETAILED SPECIFICATIONS

**1. GENERAL SCOPE OF PROJECT**

1.1. Lee County Board of County Commissioners is seeking proposals from professional and qualified firms authorized to do business in the State of Florida to provide Collection Agency Services for Lee County.

1.1.1. Current accounts consist of the following:

Department	Estimated number of Accounts	Total Estimated Annual Dollar Value
Lee County Emergency Medical Services	20,000	\$9,000,000.00
Fiscal Pool	30	\$50,000.00
Transit System	11	\$6,500.00
Solid Waste	10	\$5,000.00
Utilities	1207	\$285,000.00

1.1.2 Additional Lee County departments requiring Collection Agency Services may be added at any time. Charges to the County will be in accordance with the agreed upon rate for services in the awardee's contract.

**2. SCOPE OF SERVICES:**

2.1. Services shall include but not be limited to the following:

- 2.1.1. The provider must have a minimum of 5 years' experience providing consumer collection agency services.
- 2.1.2. The provider must have sufficient staff and facilities to provide a full scope of collection services including but not limited to mail tracing.
- 2.1.3. If the department is unable to provide a driver license number or SSN, the agency will attempt to locate the information at no cost to Lee County.
- 2.1.4. Accounts to be turned over for collections will on average be 120 -139 days past due, except bad address accounts will be turned over within 45 days.
- 2.1.5. The provider must adhere to public law 95-109 (fair debt collection practices act) in all collection practices, both written and verbal.
- 2.1.6. When and if litigation becomes necessary no action may take place until a thorough credit study has been completed at no charge to Lee County and without prior written permission from Lee County Attorney's Office.
- 2.1.7. In the event a debtor would contact Lee County department after an account was transferred to the collection firm, they will be referred to the collection company. In the event Lee County would inadvertently accept payment on an account turned over to the collection agent, the department's administrative services staff shall be responsible for processing a refund request to the collection company.
- 2.1.8. The provider attests that they shall obey all laws, standards, prudent business practices, and ethics in collecting accounts. Clients shall not be subjected to undue intimidation or threats to secure collection.
- 2.1.9. The provider shall provide and pay for all materials, labor, attorney and/or legal fees, incidentals, and all other services and/or facilities of any nature whatsoever that may become necessary to execute, complete and deliver quality service.

- 2.1.10. The provider will be required to provide proof of registration through the Florida Office of Financial Regulation, pursuant to Florida State Statute Chapter 559, as a consumer collection agency in good standing with the state of Florida and appropriate local licensure.
- 2.1.11. Provider must permit audits, as requested by Lee County. Lee County departments will not be responsible for the costs of any audits and the firms must permit audits by any Lee County internal/external auditors.
- 2.1.12. Provider must agree not to add, delete, or change in anyway, an account without prior written authorization from the appropriate Lee County department.
- 2.1.13. Provider must submit a yearly report of all accounts received, collected and outstanding, including an explanation of all accounts which have not had any payment activity. The Provider shall also be required to submit no less than monthly, a list of all accounts it deems uncollectable with a detailed description of all collection efforts undertaken and rational for conclusion to each Lee County department utilizing collection services.
- 2.1.14. Provider must agree that any lawsuits incurred as a result of handling Lee County accounts will not be the responsibility of Lee County.
- 2.1.15. Provider shall place all accounts on the National Credit Report within 45 days of no activity by the customer and shall remain on report until account is paid in full or seven (7) years, even if account is returned to the County.
- 2.1.16. The County reserves the right to remove any account from the list of delinquent accounts turned over to the collection firm. Such removal shall not preclude the firm from receiving the fee for any monies collected on the account prior to removal.

**3. DELIVERABLES:**

- 3.1. Debtor Information: At a minimum, the County Departments will provide the following information to the selected firm for each debtor.
  - 3.1.1. The customer's name and/or guarantor if different than the person who received the service.
  - 3.1.2. Last known address and phone number.
  - 3.1.3. Social security number or Federal ID number or Driver's License number on record with the County.
  - 3.1.4. Amount due including any interest, late fees or finance charges.
  - 3.1.5. Dates of service or last bill date from the County.
  - 3.1.6. Brief description of what the debt is for.
  - 3.1.7. County department and account number, if applicable, to uncollected funds.
- 3.2. Reports: Collection firm must submit a monthly activity report of all account balances and completed accounts to the Departments, which will be due no later than the fifteenth of each month for the prior month's activity.
  - Account Activity:
    - The customer's name.
    - Date and amount submitted to collection agency.
    - Monthly payments.
    - Balance due.
    - County department applicable to collected/uncollected funds.
    - Number of customer contacts. County may request copies of contact verification from the Contractor at its discretion at no additional charge to the County.
    - Collection fee per account, per customer according to the accepted fee schedule.
    - Accounts deemed un-collectible or non-deliverable status.

- Completed Accounts: (Accounts paid in full)
  - Customer's name and account number, if applicable.
  - County Department applicable to collected funds.
  - Date, amount paid and annotation of account payment to collection agency or directly to Lee County.
  - Collection fee per account, per customer according to the accepted fee schedule.

3.3. The firm shall make payment to the County of all monies collected within thirty (30) days after the end of each calendar month during which said proceeds were collected less the percentage agreed upon between the County and the Provider.

4. **DEPARTMENT SPECIFIC GUIDELINES:** In the event specific requirements are required, the department is to provide:

4.1. Lee County Emergency Medical Services:

- 4.1.1. If the collection firm obtains information on the customer's insurance, this information will be returned to the county's contracted billing vendor for processing.
- 4.1.2. All settlement offers will be presented to the Department for consideration and to ensure consistency with billing and collection practices.
- 4.1.3. Collection firm must be familiar with and responsible to all Florida Statutes and the Florida Administrative Code requirements pertaining to payment schedules with insurance companies.

4.2. Lee County BOCC Fiscal Pool:

- 4.2.1. No specifications identified at this time.

4.3. Lee County Solid Waste:

- 4.3.1. All proceeds collected by the firm must be remitted in the entirety to Solid Waste. The firm will not deduct any fees from amounts collected. Solid Waste will then remit back to the firm their portion of collection fees.

4.4. Lee County BOCC Transit:

- 4.4.1. No specifications identified at this time.

4.5. Lee County Utilities:

- 4.5.1. Refer accounts to agency at 45 days from closing bill date.
- 4.5.2. The firm must be able to import data in the report format provided by LCU. LCU will not be responsible to format and/or input data into the firm's operating/tracking system.
- 4.5.3. A dedicated account representative must be assigned to LCU with an Eastern Time zone access via phone and/or email.
  - 4.5.3.1. All requests must have a minimum of 24 hours' turnaround for questions and/or disputes.
- 4.5.4. All proceeds collected by the firm must be remitted in the entirety to LCU. The firm will not deduct any fees from amounts collected. LCU will then remit back to the firm their portion of collection fees.
- 4.5.5. Debtor may contact and pay either the collection company or the Lee County Utilities Customer service Office. Payments collected by Utilities will be reported to the collection company.

End of Detailed Specifications



Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: April 7, 2022.

Solicitation No.: RFP220222DWJ

Solicitation Name: Collection Agency Services - Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

**1. ARTICLE REVISION**

Article 36, LOCAL VENDOR PREFERENCE shall be incorporated into the Terms and Conditions section as per Lee County Ordinance No. 22-06 and stated below:

**36. LOCAL VENDOR PREFERENCE**

36.1 The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06, and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.

36.2 The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.

36.3 The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

**37. ATTACHMENT: NONE**

**38. QUESTIONS/ANSWERS**

1.	Total number of accounts and dollar amount submitted for collections during the previous year?
Answer	See Detailed Specifications 1.1.1. General Scope of Project
2.	Total number of accounts and dollar amount collected on accounts during the previous year?
Answer	FY 21, 503 accounts = \$140,132 (lower than average due to decreased collections due to COVID. FY 20, 1051 accounts = \$288,669.
3.	Who is the current / previous vendor for this contract?

<b>Answer</b>	<b>Gulf Coast Collection Bureau, Inc.</b>
4.	What is your level of satisfaction with your current vendor(s).
<b>Answer</b>	<b>The incumbent vendor is in good standing with the County.</b>
5.	What is the fee being charged by your current vendor?
<b>Answer</b>	<b>20%</b>
6.	What is the average balance of accounts by category?
<b>Answer</b>	<b>\$274.66</b>
7.	What is the average age of accounts at placement?
<b>Answer</b>	<b>2 months</b>
8.	Please provide any historical success rate data from your current vendor for each of the departments listed in this RFP.
<b>Answer</b>	<b>36.9%</b>
9.	What actual dollars were paid last year, or last quarter to any incumbent(s)?
<b>Answer</b>	<b>\$7,399 since the beginning of the fiscal year.</b>
10.	What has been the historical rate of return?
<b>Answer</b>	<b>36.9%</b>
11.	Will accounts assigned to your previous vendor be transferred to a new vendor upon award or will they remain with the previous vendor?
<b>Answer</b>	<b>Remain with previous vendor.</b>
12.	What is the total dollar value of accounts available for placement now by category?
<b>Answer</b>	<b>\$6,919.17</b>
13.	Does the creditor generally take back accounts after a fixed time period? If so, when?
<b>Answer</b>	<b>Purge occurs after seven years.</b>
14.	May the collection agency report unresponsive debtors to the credit bureaus?
<b>Answer</b>	<b>Yes.</b>
15.	Please reconfirm the due date for this procurement by providing it in response to answers to questions.
<b>Answer</b>	<b>Submissions shall be received no later than 2:30 PM on April 21, 2022. Submissions received after this date/time shall be considered non-responsive.</b>
16.	What is the date by which you will answer these questions?
<b>Answer</b>	<b>See posted date per Addendum 1.</b>
17.	When is the anticipated award date?

<b>Answer</b>	<p>The anticipated RFP Submission Schedule may be located on page 22 of the solicitation package. The Submission Schedule is provided as a guideline only and is subject to change at the discretion of the County. The Evaluation meeting date(s) will be posted on the Procurement Management web page: <a href="https://www.leeqov.com/procurement/projects">https://www.leeqov.com/procurement/projects</a></p> <p>During the initial Evaluation meeting and prior to scoring, the Evaluation Committee will decide as a group whether or not they feel a secondary evaluation meeting is necessary. Dependent upon the Evaluation Committee decision, the Evaluation meeting will either proceed with Final Ranking during the initial Evaluation meeting or short-list firms and require a second and Final Evaluation meeting which will include an interview/question session, followed by Final Ranking.</p> <p>Upon completion of Final Ranking, the recommendation to award will be submitted to the Board of County Commissioners for approval. Once approval is received, a Notice to Proceed and/or Purchase Order will be issued to the Vendor.</p>
---------------	--

18.	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
<b>Answer</b>	<b>Bidders shall submit a detailed fee schedule as listed per the submittal requirements and evaluation criteria for Tab 5: Price Scoring and Form 1a – Bid Proposal Form.</b>

19.	Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.
<b>Answer</b>	<b>The incumbent vendor is in good standing with the County.</b>

20.	To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?
<b>Answer</b>	<b>See Addendum 1, Article 36. Per Lee County Ordinance 22-06 section 3.5.C.2; For a Request for Proposal, all qualified local vendors will be awarded five (5) points out of a possible one hundred (100) point score.</b>

21.	How are fees currently being billed by any incumbent(s), by category, and at what rates?
<b>Answer</b>	<b>Billed monthly at 20% based on what they or we have collected.</b>

22.	What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?
<b>Answer</b>	<b>Last month: \$3,769.01</b>

23.	To how many vendors are you seeking to award a contract?
<b>Answer</b>	<b>The COUNTY is seeking to award the contract to one (1) Vendor.</b>

24.	To what extent are these accounts owed by private consumers versus commercial businesses?
<b>Answer</b>	<b>Mix of both, mostly single family residential customers.</b>

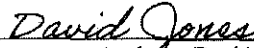


25.	Will accounts be primary placements, not having been serviced by any other outside collection agency, and/or will you also be referring secondary placements? If so, should bidders provide proposed fees for secondary placements also?
<b>Answer</b>	<b>Utilize only one, primary agency.</b>
26.	What collection attempts are performed or will be performed internally prior to placement?
<b>Answer</b>	<b>Final bill and two reminder notices.</b>
27.	What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?
<b>Answer</b>	<b>Expected result: 40%</b>
28.	What billing servicer do you utilize?
<b>Answer</b>	<b>Utility bills: VertexOne/KUBRA.</b>
29.	Have all cases been fully adjudicated by the time of placement?
<b>Answer</b>	<b>Yes.</b>
30.	If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?
<b>Answer</b>	<b>No.</b>
31.	What is your case management/accounting software system of record?
<b>Answer</b>	<b>CIS Essentials</b>
32.	Who is your electronic payment/credit card processing vendor?
<b>Answer</b>	<b>Bank of America</b>
33.	What process should a vendor follow, or which individual(s) should a vendor contact, to discuss budget-neutral services outside of the scope of this procurement, but related to it, designed to recover more debt prior to outside placement and lower collection costs?
<b>Answer</b>	<b>James Schulz, Customer Service Manager-Utilities</b>
34.	How do your current processes and/or vendor relationship(s) systematically determine if the death of a responsible party has occurred?
<b>Answer</b>	<b>Through probate correspondence from decedent's estate, or research completed by collection agency.</b>
35.	How do your current processes and/or vendor relationship(s) handle the death of a responsible party?
<b>Answer</b>	<b>Collection efforts cease, past due amount is written off.</b>
36.	Do you have a designated process or policies around deceased accounts today, and what is envisioned in the future?
<b>Answer</b>	<b>Yes.</b>

37.	Do you currently search and file probated estate claims? Have you considered an automated tool to identify and file probated estate claims?
Answer	No. No.

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

  
Procurement Analyst -- David Jones  
Procurement Analyst Direct Line: 239-533-8864  
Lee County Procurement Management



Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: April 14, 2022

Solicitation No.: RFP220222DWJ

Solicitation Name: Collection Agency Services - Annual

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

**REVISION:**

**DETAILED SPECIFICATIONS**

The following 1. General Scope of Project shall be revised per 1.1.1, Current accounts consist of the following:

Department	Estimated number of Accounts	Total Estimated Annual Dollar Value
Lee County Emergency Medical Services	20,000	\$9,000,000.00
Fiscal Pool	5	<b>\$5,000.00</b>
Transit System	11	\$6,500.00
Solid Waste	10	\$5,000.00
Utilities	1207	\$285,000.00

**INSURANCE REQUIREMENTS**

The Lee County Insurance Requirements including Professional Liability shall be revised to Lee County Insurance Requirements Cyber Liability and shall be required as the minimum insurance requirements for the project.

1. ATTACHMENT: (1)
  - Lee County Insurance Requirements Cyber Liability
2. QUESTIONS/ANSWERS

1.	Does the table in section 1.1.1 represent the anticipated forward flow of debt to be placed annually, or the current backlog of uncollected accounts?
Answer	<b>Annually.</b>

2.	Why is this project out for RFP at this time?
Answer	<b>Current annual contract expires 6/12/2022.</b>

3.	The reference requirement as described in Tab 2 calls for a "maximum" of three references, including specific project details. The survey form on page 30 covers a different set of details. Are we correct in assuming that the county would like three references, and that the clients we describe in Tab 2 should be the same clients from whom we provide survey forms?
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Answer	Page 30 of the solicitation contains the reference survey form. This form is to be completed by a customer that your firm has previously completed similar work as requested in this RFP. Page 20, Tab 2 – Company Relevant Experience & Reference should contain the proposing firms relevant experience describing a maximum of three similar projects completed as requested in this RFP. The references survey form and Tab 2 can be the same experience but it is not required.
4.	Is subcontracting by MBE/WBEs required? If so, what does the county consider a subcontractor? For example, would a data clearinghouse that provides skip tracing services, which fit into our overall process, be considered a subcontractor?
Answer	Subcontracting by MBE/WBE is not required for this project.
5.	Section 1.1.2 on Page 17 states "Additional Lee County departments requiring Collection Agency Services may be added at any time. Charges to the County will be in accordance with the agreed upon rate for services in the awardee's contract". Is there a possibility that Court debt will be added?
Answer	N/A for Utilities
6.	What fees have been paid to the incumbent in the past month, quarter, year, and over the life of the contract for each debt type?
Answer	See answer 17.
7.	What is the estimated go-live date?
Answer	The County intends on going to the Board for Award in August, 2022.
8.	Are payments posted on your platform or are we to use our own merchant processor? If using our own merchant processor, are we able to pass along the merchant fee to the debtor?
Answer	Payments posted on both and no merchant fee.
9.	Are we allowed to settle on all debt types?
Answer	No
10.	Is there a grace period on payments after placement date?
Answer	No
11.	Are we permitted to email and text debtors?
Answer	Yes
12.	Does the County plan to sole source this work or will there be multiple primary agencies selected?
Answer	Per 23.4, The Procurement Management Director reserves the right to exercise their discretion to: 23.4.1. Make award(s) to one or multiple proposers.
13.	Can you provide historical recovery rates from previous contract?
Answer	36.9%
14.	If the current accounts on pg.17 are considered a backlog, what is the expected number and dollar volumes of accounts being placed on a monthly forward flow?
Answer	\$3,769.01
15.	Can you please provide the backlog dollars, backlog volume, forward flow aging, historical liquidation, and estimated monthly collection revenue?
Answer	No backlog. Approximately 36.9% of \$3,769.01

16.	Why is this service going out for bid?
Answer	Current annual contract expires 6/12/2022.
17.	How much was paid to the incumbent during the last fiscal year?
Answer	\$17,338.60 Prof Adj Corp, \$1,454.64 Gulf Coast Collection Bureau
18.	Does the County accept credit cards? If so, who is responsible for the processing fee?
Answer	Yes. Vendor.
19.	Given the high cost of data breaches and since the agency will have sensitive data resting on their system Cyber Insurance is usually required, however; it is not specified in the Minimum insurance requirements on Page 14. Is this a requirement? If so what amount of coverage is required?
Answer	Yes, Cyber is required. See attached updated Lee County Insurance Requirements Cyber Liability.
20.	It is understood that if the collection firm obtains information on the customer's insurance, this information will be returned to the county's contracted billing vendor for processing. Will the agency receive a fee on these accounts if the insurance company, or customer, makes a payment?
Answer	Yes
21.	How long has the incumbent been providing the requested services?
Answer	Current annual contract RFP180128MRH started 6/13/2018 to present. Contract expires 6/12/2022.
22.	Under 1.1.1, the current accounts are listed. Is this a cumulative backlog or accounts that will be recalled from the incumbent or an estimation of the accounts to be sent under a new contract?
Answer	Estimate.
23.	What were the total <i>number</i> of accounts placed with the current vendor in 2021? In 2020?
Answer	FY20- 945 FY21-1051
24.	What were the total <i>dollars</i> of collection accounts placed with the current vendor in 2021? In 2020?
Answer	FY20- \$148,234 FY21- \$288,669
25.	What is the contingency fee charged by the incumbent?
Answer	20%
26.	What were the total fees paid to the incumbent in 2021? In 2020?
Answer	FY 20- \$17,570.60 FY21- \$17,238.60
27.	What is the collection success rate (recovery rates/liquidation percentages) of the incumbent?
Answer	Historical rate of return 36.9%.
28.	Will accounts held by any incumbent(s) be moved to the new vendor as a one-time placement at contract start up? If so, please specify the age, number of accounts, and total dollar amount of the accounts.

Answer	No
29.	How often will updated payment files be sent to the contractor (i.e., daily, weekly, etc.)?
Answer	Daily
30.	Will commission be paid to the agency on reconnects for the utility accounts?
Answer	No.
31.	Why are the debt collection services currently up for bid? (Poor service? Consumer complaints? Contract expiration?)
Answer	Current annual contract expires 6/12/2022.
32.	What collection attempts are performed or will be performed internally prior to placement?
Answer	Final bill and two reminder notices.
33.	What is your number one measurement when working with agencies? fee, liquidation, compliance, etc.?
Answer	Dollar amount collected.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

David Jones  
Procurement Analyst - David Jones  
Procurement Analyst Direct Line: 239-533-8864  
Lee County Procurement Management



Procurement Management Department  
2115 Second Street, 1<sup>st</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: April 18, 2022

Solicitation No.: RFP220222DWJ

Solicitation Name: Collection Agency Services – Annual

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

**OPEN DATE/BIDS DUE EXTENSION**

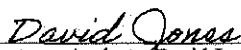
**FROM: April 21, 2022, at 2:30 PM**

**TO: April 28, 2022, at 2:30 PM**

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

  
Procurement Analyst David Jones  
Procurement Analyst Direct Line: 239-533-8864  
Lee County Procurement Management



Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: April 21, 2022

Solicitation No.: RFP220222DWJ

Solicitation Name: Collection Agency Services – Annual

Subject: Addendum Number 4

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: NONE
2. QUESTIONS/ANSWERS

1.	Has Lee County added e-mail or text notification to the internal treatment?
Answer	<b>Yes, you may email or text debtors.</b>

2.	How many statements are sent on accounts prior to placement with the collections agency?
Answer	<b>Final bill and two reminder notices.</b>

3.	How many phone calls are attempted by Lee County on accounts prior to placement with the collections agency?
Answer	<b>Zero</b>

4.	Going forward, what is the expected monthly placement volume of EMS collections accounts?
Answer	<b>Monthly placement volume of accounts varies, please see Addendum 2 Detailed Specifications 1.1.1 Current Accounts.</b>

5.	Going forward, what is the expected monthly placement volume of Fiscal Pool collections accounts?
Answer	<b>Monthly placement volume of accounts varies, please see Addendum 2 Detailed Specifications 1.1.1 Current Accounts.</b>

6.	Going forward, what is the expected monthly placement volume of Transit System collections accounts?
Answer	<b>Monthly placement volume of accounts varies, please see Addendum 2 Detailed Specifications 1.1.1 Current Accounts.</b>

7.	Going forward, what is the expected monthly placement volume of Solid Waste collections accounts?
Answer	<b>Monthly placement volume of accounts varies, please see Addendum 2 Detailed Specifications 1.1.1 Current Accounts.</b>



8.	Going forward, what is the expected monthly placement volume of Utilities collections accounts?
Answer	Monthly placement volume of accounts varies, please see Addendum 2 Detailed Specifications I.1.1 Current Accounts.
9.	What was the recovery rate on collection accounts submitted in 2020?
Answer	FY 20, 1051 accounts = \$288,669.
10.	What was the recovery rate on EMS collections accounts submitted in 2020?
Answer	The historical rate of return for all accounts is 36.9%
11.	What was the recovery rate on Fiscal Pool collections accounts submitted in 2020?
Answer	The historical rate of return for all accounts is 36.9%
12.	What was the recovery rate on Transit System collections accounts submitted in 2020?
Answer	The historical rate of return for all accounts is 36.9%
13.	What was the recovery rate on Solid Waste collections accounts submitted in 2020?
Answer	The historical rate of return for all accounts is 36.9%
14.	What was the recovery rate on Utilities collections accounts submitted in 2020?
Answer	The historical rate of return for all accounts is 36.9%
15.	As of March 2022, credit reporting to Experian, Equifax and TransUnion can no longer occur on medical debts under \$500 and also can no longer occur until 12 months from the date of referral to the collections agency. Will the scope of work in the contract be updated to meet this requirement?
Answer	Please follow Fair Credit Reporting Act guidelines.
16.	Please confirm found insurance on EMS accounts will be paid at the standard commission fee for payments received if they are valid billable coverages for the account.
Answer	Payment amounts per found insurance on EMS accounts shall be part of contract negotiations with awarded Vendor.
17.	Will it be allowed to leverage work from home collectors not co located in a single call center facility?
Answer	Yes
18.	Would Lee County allow for work to occur outside of the United States such as Mexico, India, or The Philippines?
Answer	No
19.	What has been the average recovery rate after 12 months of collections activity?
Answer	The historical rate of return for all accounts is 36.9%
20.	What has been the recovery rate on EMS collections accounts after 12 months of collections activity?
Answer	The historical rate of return for all accounts is 36.9%
21.	What has been the recovery rate on Fiscal Pool collections accounts after 12 months of collections activity?
Answer	The historical rate of return for all accounts is 36.9%

22.	What has been the recovery rate on Transit System collections accounts after 12 months of collections activity?
Answer	The historical rate of return for all accounts is 36,9%

23.	What has been the recovery rate on Solid Waste collections after 12 months of collections activity?
Answer	The historical rate of return for all accounts is 36,9%

24.	What has been the recovery rate on Utilities collections accounts after 12 months of collections activity?
Answer	The historical rate of return for all accounts is 36,9%

25.	How long will the agency keep the accounts after placement?
Answer	Seven years.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

*David Jones*  
 Procurement Analyst – David Jones  
 Procurement Analyst Direct Line: 239-533-8864  
 Lee County Procurement Management

## **EXHIBIT B FEE SCHEDULE**

Vendor shall be entitled to a competitive contingency rate of 7% on all dollars collected for the full term of this Agreement. This 7% fee is all-inclusive and includes but, is not limited to: transportation costs, onsite visits, visitations with staff, general and administrative costs. There shall be no hidden cost associated with this Agreement and full disclosure of the nature and amount of all fees and charges is mandatory.

## EXHIBIT C INSURANCE REQUIREMENTS



<b>Insurance Requirements Cyber Liability</b>
---

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

- d. **Cyber Liability** - Coverage shall include but not limited to liability for data breaches, media content, privacy liability, and network security for third parties for losses arising from disclosure of confidential information. Retro date, prior to commencement of the job.

\$1,000,000 per occurrence

*\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies", in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Revised 11/30/2021 – Page 1 of 2

**Insurance Requirements Cont.  
Cyber Liability**

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - a. **The certificate holder shall read as follows:**

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902
  - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

**Special Requirements:**

1. An appropriate “indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

**EXHIBIT D**

**VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

**Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit.** I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 8/4/22

*Christopher Wydo*  
Signature

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

CHRISTOPHER WYDO, PRES./COO  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 4 day of AUGUST, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: \_\_\_\_\_

[Stamp/seal required]

*Deanna Locklair*  
Signature, Notary Public

