SUBJECT: DEBT COLLECTION SERVICE

BID #: ESC-0339-24 **OPEN DATE: 2024-03-27**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT

AGENCY: CLERK OF COURTS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 37 **NUMBER RECEIVED:** 8 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The City of Jacksonville, Procurement Division received eight (8) responses for subject bid.

The Evaluation Committee has completed their review and recommends approval to move forward with On-site Demonstrations/ Oral Interviews with the five (5) top scoring/qualifying vendors as listed below. The ranking of first through fifth designates the order of qualification of these firms.

BIDDERS	POINTS/SCORES	RANKING
Linebarger, Goggan, Blair, & Sampson	144.75	1
Harris & Harris LTD	123.50	2
Penn Credit Corp	123.25	3
AllianceOne Receivable Solutions	122.25	4
Pioneer Credit Recovery, Inc.	118.50	5

ATTACHMENTS: Recommendation Memo, Bid Tabulation, Evaluation Matrix, Requirement/Scope of Services

ANALYST: Wallace-Cohen
OLIVE WALLACE-COHEN

RESPECTFULLY SUBMITTED:
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Allison Luker, CEO, Clerk of Circuit and County Courts

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

JODY PHILLIPS
CLERK OF THE CIRCUIT COURT
DUVAL COUNTY, FLORIDA

April 24, 2024

To: Dustin Freeman, Chief of Procurement

Thru: Allison Luker, Chief Executive Officer

From: Angel Van Sickle, Senior Manager

Subject: ESC-0339-24 – Debt Collection Services for the Clerk of the Circuit and County Courts

The sub-committee comprised of the representatives of the Clerk of the Circuit and County Courts, responsible for evaluating responses, has completed the evaluation process based on the criteria outlined in the Evaluation Matrix provided in the RFP referenced above. Each member submitted scoresheets individually for calculation.

We recommend the top five (5) Respondents to conduct on-site demonstrations. On-site demonstrations will be evaluated based on the criteria in the Presentation Matrix. Scores are cumulative, resulting in overall maximum possible points of 200.

Based on the combinative scoresheet attached, the Respondents Evaluation Matrix scores are as follows:

Respondent	Total Points (150 max)
Linebarger, Goggan, Blair, & Sampson	**144.75**
Harris & Harris LTD	**123.50**
Penn Credit Corp.	**123.25**
AllianceOne Receivable Solutions	**122.25**
Pioneer Credit Recovery, Inc.	**118.50**
Perdue Brandon Fielder Collins & Mott, LLP	117.75
Coast Professional, Inc.	116.25
Visionnet Systems, Inc.	81.25

The following list of representatives from the clerk's office serve as sub-committee:

Nikish Hammett
Zilka Celikovic
Jennifer Spinelli
Sheri Pristupa

DEBT COLLECTION SERVICES

ESC-0339-24

Total Points	35 Points	25 Points	15 Points	15 Points	20 Points	40 Points	OVERALL	Rank
Proposers	Qualifications & Background	Organizational Structure	Price Structure	Legal & Financial	Technology	Collection Process	150 Total Points (100 max)	
Vendor: COAST PROFESSIONAL, INC.								
Jennifer Spinelli	20.00	23.00	14.00	14.00	18.00	37.00	126.00	
Nikiah Hammett	23.00	18.00	15.00	7.00	15.00	27.00	105.00	
Sheri Pristupa	20.00	24.00	15.00	10.00	18.00	35.00	122.00	
Zika Celikovic	15.00	20.00	15.00	15.00	17.00	30.00	112.00	
Average	19.50	21.25	14.75	11.50	17.00	32.25	116.25	7
Vendor: LINEBARGER GOGGAN BLAIR & SAMPSON, LLP								
Jennifer Spinelli	35.00	25.00	13.00	14.00	18.00	40.00	145.00	
Nikiah Hammett	33.00	23.00	15.00	14.00	19.00	37.00	141.00	
Sheri Pristupa	35.00	23.00	14.00	15.00	20.00	40.00	147.00	
Zika Celikovic	33.00	25.00	15.00	15.00	20.00	37.00	145.00	
Average	34.00	24.00	14.25	14.50	19.50	38.50	144.75	1
Vendor: VISIONNET SYSTEMS, INC								
Jennifer Spinelli	20.00	15.00	13.00	14.00	10.00	30.00	102.00	
Nikiah Hammett	10.00	14.00	15.00	8.00	10.00	20.00	77.00	
Sheri Pristupa	18.00	18.00	10.00	10.00	10.00	30.00	96.00	
Zika Celikovic	5.00	10.00	15.00	5.00	5.00	10.00	50.00	
Average	13.25	14.25	13.25	9.25	8.75	22.50	81.25	8
Vendor: AllianceOne Receivable Solutions								
Jennifer Spinelli	33.00	25.00	10.00	14.00	18.00	40.00	140.00	
Nikiah Hammett	23.00	16.00	15.00	7.00	10.00	32.00	103.00	
Sheri Pristupa	25.00	19.00	10.00	13.00	11.00	28.00	106.00	
Zika Celikovic	32.00	23.00	15.00	15.00	20.00	35.00	140.00	
Average	28.25	20.75	12.50	12.25	14.75	33.75	122.25	4
Vendor: PIONEER CREDIT RECOVERY, INC.								
Jennifer Spinelli	20.00	20.00	13.00	10.00	15.00	37.00	115.00	
Nikiah Hammett	22.00	16.00	13.00	7.00	13.00	26.00	97.00	
Sheri Pristupa	30.00	20.00	10.00	14.00	15.00	28.00	117.00	
Zika Celikovic	35.00	25.00	15.00	15.00	20.00	35.00	145.00	
Average	26.75	20.25	12.75	11.50	15.75	31.50	118.50	6
Vendor: PENN CREDIT CORP.								
Jennifer Spinelli	25.00	25.00	15.00	12.00	15.00	40.00	132.00	
Nikiah Hammett	27.00	18.00	13.00	10.00	16.00	19.00	103.00	
Sheri Pristupa	26.00	24.00	15.00	13.00	15.00	30.00	123.00	
Zika Celikovic	30.00	20.00	15.00	15.00	20.00	35.00	135.00	
Average	27.00	21.75	14.50	12.50	16.50	31.00	123.25	3
Vendor: PERDUE BRANDON FIELDER COLLINS & MOTT, LLP								
Jennifer Spinelli	20.00	20.00	13.00	10.00	19.00	37.00	119.00	
Nikiah Hammett	10.00	20.00	15.00	8.00	16.00	30.00	99.00	
Sheri Pristupa	33.00	19.00	13.00	15.00	14.00	30.00	124.00	
Zika Celikovic	30.00	23.00	15.00	13.00	18.00	30.00	129.00	
Average	23.25	20.50	14.00	11.50	16.75	31.75	117.75	6
Vendor: HARRIS & HARRIS, LTD								
Jennifer Spinelli	30.00	23.00	10.00	14.00	15.00	37.00	129.00	
Nikiah Hammett	28.00	22.00	13.00	13.00	16.00	24.00	116.00	
Sheri Pristupa	30.00	20.00	5.00	14.00	17.00	35.00	121.00	
Zika Celikovic	25.00	23.00	15.00	15.00	20.00	30.00	128.00	
Average	28.25	22.00	10.75	14.00	17.00	31.50	123.50	2

TOP 5 RANKING

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	144.75	1
HARRIS & HARRIS, LTD	123.50	2
PENN CREDIT CORP	123.25	3
AllianceOne Receivable Solutions	122.25	4
PIONEER CREDIT RECOVERY, INC.	118.50	5
PERDUE BRANDON FIELDER C	117.75	6
COAST PROFESSIONAL, INC	116.25	7
VISIONNET SYSTEMS, INC	81.25	8

TITLE: DEBT COLLECTION SERVICES FOR THE CLERK OF THE CIRCUIT AND COUNTY COURTS BID NO.: ESC-0339-24 OPEN DATE: March 27, 2024 @ 2 P.M. ANALYST: Olive Wallace-Cohen No. Invited: (37) No. Received [8] No Bids: (0) Recorded By: Michelle Spitler Announcer: Melissa Pierce		COAST PROFESSIONAL, INC.	LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	VISIONNET SYSTEMS, INC	AllianceOne Receivable Solutions	PIONEER CREDIT RECOVERY, INC.
NOTES:		1 original and 1 redacted Flash Drives included	Flash Drive included	Flash Drive included	1 original and 1 redacted Flash Drives included	1 original and 1 redacted Flash Drives included
Collection Fee:		22%	25%	25%	30%	Option1. 24% - Option 2: 26%
Qualifications & Background	35	19.50	34.00	13.25	28.25	26.75
Organizational Structure	25	21.25	24.00	14.25	20.75	20.25
Pricing Structure	15	14.75	14.25	13.25	12.5	12.75
Legal & Financial	15	11.50	14.50	9.25	12.25	11.50
Technology	20	17.00	19.50	8.75	14.75	15.75
Collection Process	40	32.25	38.50	22.5	33.75	31.50
TOTAL POINTS	150	116.25	144.75	81.25	122.25	118.50
MINIMUM REQUIREMENTS		Y	Y	Y	Y	Y
CONFLICT OF INTEREST		✓	✓	✓	✓	✓
INSURANCE CERT / AGENT ACKNOWLEDGEMENT		✓		✓	✓	
BID BOND						
ADDENDUM (1, 2)		✓	✓	✓	✓	✓

TITLE: DEBT COLLECTION SERVICES FOR THE CLERK OF THE CIRCUIT AND COUNTY COURTS BID NO.: ESC-0339-24 OPEN DATE: March 27, 2024 @ 2 P.M. ANALYST: Olive Wallace-Cohen No. Invited: (37) No. Received (3) No Bids: (0) Recorded By: Michelle Spitler Announcer: Melissa Pierce		PENN CREDIT CORP.	PERDUE BRANDON FIELDER COLLINS & MOTT, LLP	HARRIS & HARRIS, LTD
NOTES:		1 original and 1 redacted Flash Drives included	1 original and 1 redacted Flash Drives included	1 original and 1 redacted Flash Drives included
Collection Fee:		20%	25%	30%
Qualifications & Background	35	27.00	23.25	28.25
Organizational Structure	25	21.75	20.50	22.00
Pricing Structure	15	14.50	14.00	10.75
Legal & Financial	15	12.50	11.50	14.00
Technology	20	16.50	16.75	17.00
Collection Process	40	31.00	31.75	31.50
TOTAL POINTS	150	123.25	117.75	123.50
MINIMUM REQUIREMENTS		Y	Y	Y
CONFLICT OF INTEREST		✓	✓	✓
INSURANCE CERT. / AGENT ACKNOWLEDGEMENT		✓	✓	✓
BID BOND				
ADDENDUM (1, 2)		✓	✓	✓

Evaluation Matrix	
Section Requirements	**Section Weight**
Total Line for Points	**150**

1. Qualifications and Background **35**

a. Provide a brief description of the company and its structure

b. Demonstrate knowledge of all applicable federal, state, and local laws and regulation regarding debt collection as well as demonstrate compliance with the Fair Debt Collections Practices Act.

c. Provide confirmation of registration with and in good standing pursuant to Florida State Statutue 559.

d. Provide confirmation of PCI level 1 compliance.

e. Provide SOC Type II report or ISO 27001 Certification.

f. Describe company policy or method regarding referralsor debtors to credit bureaus.

g. Provide a brief report for at least (3) three courts, two (2) in the State of Florida, for which collection services have been provided, the dates the services were provided, and the overall collection performance rate including:

The total number of cases by case type.

The dollar value of those cases by case type.

The total number of cases brought into compliance

The length of time in collection.

h. List all courts in the State of Florida for which you are currently providing services. Please include the folowing details:

Total number of accounts assigned, including but not limited to the following case types:

Traffic (Non-Criminal)

Traffic (Criminal)

Misdemeanor

Felony

Any additional case types not listed above

Contract information, including the following:

Contract dates, including executed, and expiration date.

Length of time from contract execution to implementation/"go-live".

2 Organizational Structure **25**

a. Provide a detailed list of all office locations, and states in which licensed and bonded.

b. Provide a detailed organizational structure of the company.

c. Describe any acquisitions or mergers within the last five (5) years, if applicable.

d. Describe any acquisitions or mergers within the next five (5) years, if applicable.

e. Describe all languages supported in your call center(s).

f. Describe company policy or method regarding referrals or debtors to credit bureaus.

g. Describe your conflict resolution process with debtors.

h. Provide a copy of the background screening policy for employees.

i. Describe your training policies, to include specialized training, frequency, and certification requirements.

j. Describe any data or security breaches/ incidents(that may not have reached the level of breach) related to data or unauthorized physical access to the data in the last five years, and how was it handled.

k. Describe your company policy regarding the acknowledgement, notification, and mitigation of security or data breaches

l. Describe how debtors are informed of security/data breaches and how their privacy concerns are addressed.

m. Describe the strength and rate your company's data security practices.

3	**Pricing Schedule**	**15**

a. Provide Contractor's retention fee for collection.

(Note: Maximum per State Statute is 40%)

4	**Legal and Financial**	**15**

a. Attach a copy of all licenses, allowing the company to collect debts in the United States, including Florida.

b. Attach a copy of the required insurance / bonds as described in Section 3 of the RFP.

c. Attach a list of a minimum of (3) three financial references who can substantiate the company's ability to support the services required for the period of contract with the Clerk.

d. Attach a copy of the company's latest financial statements as attested to by your Certified Public Accountants.

5	**Technology**	**20**

a. Attach a description of the technology utilized by the company including the computer capabilities and services provided by the company or by a third-party software contractor.

b. Describe the software used to monitor accounts, and its capabilities.

c. Describe the import and export procedures

d. Provide an executive summary of the company's disaster/incident recovery plan.

e. Attach examples of standarized reports.

f. Provide availability of customized reporting.

g. Attach an example of your daily invoice and file that matches the ACH.

h. If applicable attach a description of the contractor's Customer Service "Help-Desk" Software. Describe the software used to monitor issues. Provide samples of views, and reports.

i. Describe the process for system or process changes (i.e. Statute changes).

6	**Collection Process**	**40**

a. Attach a description demonstrating your processes for debt collection services.

b. Describe your customer service, including all criteria required for employees.

c. Discuss the payment processing procedures and systems, including forms of payment accepted.

d. Provide sample letters to customers.

e. Provide a list of the credit bureaus currently used. Include the process for entering and removing fines, fees, or court related debt to each bureau.

f. If applicable, provide sample views of website for debtor's access to view outstanding balances, make payments, or review payment history. Does the website require debtor to create a username and password, or will it allow debtor to access as a "guest"?

g. If applicable, provide sample views of website for clerk's staff.

h. Provide sample copies of verbal scripts to debtor and outbound calling policies and procedures. Do you record phone calls? If so, please provide details on what calls are recorded, and if the clerk will have access to the recordings, and how long are recordings kept.

i. Describe how you support hearing impaired individuals.

j. Provide details of other automated systems used to enhance collection activities (such as interactive voice response systems, web-based and/or debit card systems, call distributors, national database.)

k. Describe innovative collection techniques that separate your company from competitors.

l. Describe how returned items (i.e. returned checks, credit card chargebacks, etc.) are tracked and any restrictions placed on individuals that have submitted payments that were returned.

m. Describe your policy for maintaining records and supporting documentation.

n. Describe how long non-guaranteed funds are held before disbursement.

o. Describe your process to negotiate debts in pursuant to Florida State Statute 938.29, and 938.30.

Demonstration Evaluation Matrix - Debt Collection - Duval County Clerk of Courts

Evaluation Scale 1-15. Each section has its maximum point value defined; for a total of 50 possible points.

Item to Grade:	Max Points	Awarded Points
Presenter	5	
Presenting Best Practices / Collection Methods	15	
Product Timeliness and Flexibility	10	
Account Management	15	
Reports	5	
Overall Total	50	

1.2 Scope of Services

The awarded Contractor(s) will provide debt collection services to collect delinquent fines and fees, for various types of cases, which are unpaid for more than ninety (90) days, or as allowed by law. Collection items may include, but are not limited to:

- Traffic Citations (Non-Criminal)
- Traffic Citations (Criminal)
- Misdemeanor Cases
- Felony Cases
- Any future case type deemed for collection.

Please see Section 4 for a full description of the services and deliverables required under this RFP.

1.3 Term of Agreement

The initial term of the agreement shall be from the date of contract execution through September 30, 2027, with four (4) one-year renewal ***options*** at the mutual agreement between the Clerk and the Contractor. Either party has the right to cancel this agreement upon thirty (30) days' written notice to the other party.

1.4 Minimum Requirements for Respondents

Contractors must satisfy the following mandatory minimum requirements to have their Responses evaluated. By submitting a Response, Supplier warrants and represents that it satisfies these requirements. **Failure to meet these requirements and present written documentation at the time of bid opening will result in the Response not being evaluated and being rejected as non-responsive:**

1) Must provide current proof of all business licenses required by local, state, and federal law as applicable.

2) Shall certify that all services to be provided shall follow the Fair Debt Collections Practices Act, the Florida Consumer Collection Practices Act, as well as all applicable federal, state, and local laws and regulations regarding debt collection.

3) Must have a ***minimum*** of five (5) years experience in circuit and county court debt collection services in the State of Florida.

4) Must provide documentation of at least three (3) courts, two (2) in the State of Florida, for which collections services have been provided. Include summary, graph, or tables by case type showing its services, effectiveness, and include the average debt percentage collected in the last five (5) years on a per client basis.

5) Must be registered and in good standing pursuant to Chapter 559 of the Florida Statutes.

6) Must provide certification as PCI Level 1 compliant.

7) Must provide information on any municipal, county, state, or federal investigation, lawsuit, bankruptcy claim, or challenge as to the supplier's owners, partners, or corporate officers during the past five (5) years that might have material impact on the supplier's ability to function as a debt collector, or have an impact on said owners, partners, or corporate officer including but not limited to civil or criminal penalties.

1.13 Questions and Requests for Amendments

Any questions, requests for information or requests for amendments to this RFP must be submitted in accordance with Section 2.2 of this RFP.

1.14 Special Instructions

The following special instructions shall apply to this RFP and shall supersede any conflicting provisions in Section 2 (General Instructions):

The Clerk will request up to the top five (5) Respondents to conduct on-site demonstrations. Such demonstrations will be evaluated based on the criteria in **Attachment B.**

The on-site demonstrations are intended to display the Respondent's abilities to meet the Clerk's required functionalities. Up to the top five (5) Respondents will be notified with a date and time to present to the Evaluation Committee. Each Respondent will be given forty-five (45) minutes for presentation and forty-five (45) minutes for questions, for a total of one and one-half hours.

SECTION 4

DESCRIPTION OF SERVICES AND DELIVERABLES

4.1 Background

The Clerk processes various types of cases that contain fines and fees assessed that may require collection due to delinquency. Delinquency occurs when case fees or fines are unpaid for more than ninety (90) days. Contracting with a collection agent to collect delinquent fines and fees will elevate compliance of cases and court orders.

4.2 Scope of Services

The Contractor shall provide debt collection services for case fees or fines that are unpaid for more than ninety (90) days. The Clerk will provide the Contractor with delinquent cases for collecting including Traffic (Non-Criminal), Traffic (Criminal), Misdemeanor, Felony, and any future case type deemed for collection. The case types and means by which Contractor shall receive the accounts shall be determined solely by and may be altered at the discretion of the Clerk. The Clerk reserves the right to change the referral period as dictated by business policy, clerk best practices, standards, or statute.

4.3 History / Delinquent Cases*

*As of October 13, 2023	
	Outstanding In Collections
Agency One	
Criminal Traffic	**$4,839,134.92**
Felony	**$19,249,242.63**
Misdemeanor	**$6,646,883.71**
Municipal Ordinance	**$81,551.75**
Traffic Infractions	**$4,292,335.43**
Total	**$35,109,148.44**
Agency Two	
Criminal Traffic	**$17,704,346.11**
Felony	**$26,219,900.04**
Misdemeanor	**$17,220,177.79**
Municipal Ordinance	**$392,245.53**
Non-Criminal Infraction	**$459.68**
Traffic Infractions	**$10,060,940.73**
Total	**$71,598,069.88**
Combined Total	**$106,707,218.30**

4.4 Cost of Collection Services

Compensation for the collection services is on a contingent basis. No fee will be paid on accounts that are not collected. The Contractor shall keep, in its entirety, the collection fee added to all fines and fees furnished to the Contractor for collection as payment. The current collection fee in Florida State Statute, Chapter 938, is a not to exceed 40% collection fee. The clerk retains the right to negotiate the collection rate annually or as required to ensure compliance with the Clerk Best Practices, standards, and for statutory changes. The clerk's current contracted collection rate is 30%.

4.5 Contractor Qualifications

a) Must have the ability and resources for collecting within the United States of America, and its territories. Contractor must possess or obtain, prior to award and maintain at the Contractors expense, all licenses, permits, and compliance with city, state, and federal regulations to provide debt collection services.

b) Must have the capability of sending and receiving information via various secure electronic media as specified by the Clerk.

c) Must have credit bureau reporting capability and must provide the names of the bureaus used in the process of entering and removing fines, fees, or court related debt. Acknowledge the privacy rights of debtors and shall not release information to any credit bureau or other third parties without full compliance with all federal and state privacy laws and prior to written approval from the Clerk.

d) Must agree the Clerk maintains sole ownership of collection data and shall have the right to recall, at any time, a case previously referred for collection's efforts.

e) Shall have and maintain sufficient safeguards to prevent unauthorized access to information, such as secure handling and storage of all data and security on all computer equipment.

f) Shall seek prior written approval from the Clerk of written correspondence or telephone debt collection scripts prior to implementing them in the debt collection process. Any changes to the content of such correspondence or scripts used by Contractor require written approval from the Clerk.

g) Must have the ability to accept payment methods including but not limited to telephone, check, credit card, and the internet.

h) Must have procedures in place to identify any debtor who has two (2) previous returned payments (Example: returned check, credit card chargeback, etc.) and require future debtor payments to be paid with secured funds.

i) The contractor must provide the appropriate language regarding the timeline and reinstatement process for both in and out-of-state violators in their correspondence and communication. The current D-6 process is electronic unless the violator / defendant possesses an out-of-state driver's license.

j) Contractor must provide SOC 2 Type II report or ISO 27001 Certification.

4.6 File Transfer Requirements and System Integration

Contractor must provide a secure FTP site, and maintain the site for incoming and outgoing files:

a) A separate transaction file must be received for each calendar day. The file will match the invoice, be processed as a single file to include all transactions (Example: payment transactions, reversals, chargebacks, or any additional transactions related to the cases).

b) Transaction files must contain detailed information including the customer name, case number, and amount of fine paid. Reversals, Chargebacks, etc. must have customer name, case number and amount of fine reversed. A separate invoice and ACH should be sent based on case type. There must be a total line matching the amount of the ACH sent to the Clerk. When processing refunds requested by the Clerk, the Contractor must refund only the amount requested. The Contractor will not reverse the original amount of the receipt, then post the amount to be applied. For example, if a refund of $25.00 is requested on a $100.00 payment, do not reverse the $100.00 payment, and then process $75.00, but process a $25.00 credit.

c) Daily payment files shall not contain any payment transactions that are waiting for final payments or contain financial holds. Check and ACH payment must be held for a minimum of ten (10) calendar days before remittance to the Clerk.

d) Upon issuance of contract, the Clerk and the Contractor will establish file transfer times. Any changes must be communicated in advance and agreed upon by both parties. The Contractor is expected to provide consistent and timely transfers. However, with understanding that exceptions can occur, the Clerk must be notified as soon as possible, within reason, so the Clerk can adjust and accommodate the exceptions.

4.7 Funds Transfer Requirements

Case payments must be submitted to the Clerk daily after receipt, minus the collection fee. An ACH matching the amount of the invoice will be sent daily. Deposit amounts for multiple invoices will not be combined on a single ACH.

4.8 File Formats

The file templates listed in **Appendix A** and **Appendix** B contain a minimum number of fields required for processing in the Clerk's case management system. Actual format, file type and frequency will be discussed in the contract phase of this proposal.

4.9 Computer Network

Contractor shall maintain sufficient safeguards to prevent unauthorized access to information, such as secure handling and storage of all data and computer equipment. Contractor is responsible for ensuring the safety and security of all Clerk records, including and backup and Disaster Recovery Program. Contractor shall report to the Buyer any Level 2 or higher Cybersecurity Ransomware incident as defined in Florida Statute 282.318.

4.10 Record Retention

The Contractor must establish and maintain records and supporting documentation pertaining to any transactions resulting from this solicitation. These records must be retained for a minimum of three (3) years after the expiration of the contract. If an audit has been initiated and audit findings

have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation, at no additional cost to the Clerk. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

The Contractor must allow persons authorized by the Clerk to have full access to and rights to examine, copy or audit any of the records. Contractor will not charge the Clerk for any setup, supervision, or space in connection with the examination or audit. At no cost, the contractor must permit the Clerk to interview any of the Contractor's employees, subcontractors, and subcontractor employees to assure the Clerk of the satisfactory performance of the terms and conditions of the Contract.

4.11 On-Line Inquiry and Reports

a. Contractor will provide fully functional online inquiry capability into its collection system to designated Clerk staff.

b. Contractor shall provide, at no cost to the Clerk, the ability to generate reports or provide necessary reports on a daily, weekly, and/or monthly basis, or as requested. Although many reports will be pre-defined, customizable reports may be required.

4.12 Amnesty Days

Contractor must confirm that the Clerk reserves the right to declare Amnesty days(s). Additional Amnesty days may occur as directed by the judiciary, legislature, or as required by law.

4.13 Negotiation/Settlement of debt(s)

The clerk intends to include in the contract an option to allow the Collection Agency to negotiate the debt amount, at the clerk's discretion, pursuant to 938.29 and 938.30. Florida Statutes, for court related judgements.

4.14 Customer Service/Support

The Clerk recommends a customer service database that allows the Clerk to report any problems or issues to the Contractor. The database should have monitoring, ability to provide Clerk up to date statuses on issue(s) reported within the last (3) three years, and provide a complete history of the record, including but not limited to:

1. User
2. Date and Time
3. Issue
4. Status
5. Notes
6. Call logs
7. Printable reports

4.15 Contractor Employees and Subcontractors

The Contractor shall maintain a staff of properly trained and experienced personnel, licensed as necessary, to ensure satisfactory performance under the resulting Contract or Agreement. Contractor shall perform services as an independent Contractor and not as an employee or representative of the Clerk and shall be solely responsible for the manner used in the collection process.