

AGREEMENT FOR UTILITY DEBT COLLECTION SERVICES

THIS AGREEMENT FOR UTILITY DEBT COLLECTION SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **I.C. SYSTEM, INC.**, a foreign for-profit corporation duly organized in Minnesota and authorized to do business in the State of Florida (EIN: 41-0739183) ("Collector").

WHEREAS, on April 28, 2021, City issued an Invitation to Bid ("ITB") for the provision of utility debt collection services, ITB No.: FIN/210257 (the "Solicitation"); and

WHEREAS, a total of nine (9) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by I.C. System, Inc. was found to be the lowest; and

WHEREAS, I.C. System, Inc. was chosen as the intended awardee to utility debt collection services (the "Services"); and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Collector agree as follows:

1. **RECITALS.** City and Collector hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Collector shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Services (A-1 through A-3)
- Exhibit B: Collector's Proposal (B-1 through B-9)

If there is a conflict between the individual Exhibits regarding the scope of services to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Collector shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Collector to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Services** The Scope of Services under this Agreement may only be adjusted by written amendment executed by both parties.



4. **COMPENSATION.** As full and complete compensation for Collector's services under this Agreement Collector shall be entitled to a flat fee of **SEVEN PERCENT (7%)** of the principal amount of any delinquent account collected by Collector (the "Collection Fee"). This Collection Fee shall be paid directly by the delinquent customer in addition to the principal balance due and owing by said customer. The Collection Fee shall remain firm for the initial term of this Agreement. City reserves the right to negotiate the Collection Fee for any subsequent or renewal term.
- A. **No Authority to Settle or Compromise.** Collector shall have no authority to accept a compromise or settlement on any delinquent account without the prior approval of the City's Finance Director. Collector shall notify the City Project Manager upon receipt of any offer to settle or compromise on any delinquent account. City may work with Collector in rendering a decision concerning any offer to settle or compromise but the right to make any final determination regarding settlement or compromise rests solely with City.
- B. **Payments Made Directly to City by Delinquent Customers.** In the event that a delinquent customer remits payment directly to City on a delinquent account, City agrees to: (i) notify Collector of the receipt of said payment by the end of the business day that the payment was received; and (ii) hold the Collection Fee attributable to said payment in escrow for Collector. Any funds so collected and held by City shall be transferred to Collector on a monthly basis.
- C. **Return of Delinquent Accounts Sent in Error.** Upon City's request, Collector shall return to City and discontinue performing any further collection services for any delinquent account sent to Collector in error. The return of any erroneously issued delinquent account shall not be subject to any charge or billed commission to City.
- D. **Return of Uncollected Accounts.** All accounts placed with Collector which remain uncollected after **ONE (1) YEAR** shall be returned to City with no collection efforts made by the Collector thereafter. The return of any uncollected account shall not be subject to any charge or billed commission to City.
- E. **Expenses.** Collector shall furnish, at its own expense, any and all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, printing, binding, postage and delivery, travel, and advertising required for the performance of its obligations under this Agreement
- F. **Invoice Submission.** All invoices submitted by Collector shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Collector shall submit the

- original invoice through the responsible City Project Manager at: **City of Ocala Customer Service Office, Attn: Veronica Martinez, E-Mail: vmartinez@ocalafl.org.**
- G. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- H. **Excess Funds.** If due to mistake or any other reason Collector receives payment under this Agreement in excess of what is provided for by the Agreement, Collector shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Collector's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
- I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Collector shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Collector be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **AUGUST 18, 2021** and continue for a term of **FOUR (4) YEARS** through and including **AUGUST 17, 2025**. This Agreement may be renewed for up to **TWO (2)** additional **ONE-YEAR** (1-year) periods by written consent between City and Collector.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, pandemics, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Collector performance shall be extended for a number of days equal to the duration of the force majeure. Collector shall be entitled to an extension of time only and, in no event, shall Collector be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Collector to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Collector written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Collector by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Collector fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Collector fails to complete the services required within the time stipulated in the Agreement; or
- (3) Collector fails to make progress in the performance of the Agreement and/or gives City reason to believe that Collector cannot or will not perform to the requirements of the Agreement.

B. **Collector 's Opportunity to Cure Default.** City may, in its sole discretion, provide Collector with an opportunity to cure the violations set forth in City's notice of default to Collector. Collector shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Collector to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

- C. **City's Remedies Upon Collector Default.** In the event that Collector fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
 - (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another collector to complete the required services in accordance with the needs of City;
 - (3) City shall be entitled to recover from Collector all damages, costs, and attorney's fees arising from Collector 's default prior to termination; and
 - (4) City shall be entitled to recovery from Collector any actual excess costs by: (i) deduction from any unpaid balances owed to Collector; or (ii) any other remedy as provided by law.
 - D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Collector without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
 - E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Collector shall immediately discontinue all services as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Collector shall be entitled to receive compensation solely for: (1) the actual cost of the services completed in conformity with this Agreement; and/or (2) such other costs incurred by Collector as permitted under this Agreement and approved by City.
8. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Collector's performance. Any such evaluation will become public record.
9. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any firm who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
10. **COLLECTOR REPRESENTATIONS.** Collector expressly represents that:
- A. Collector has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they

are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the services to be performed by Collector under this Agreement.

- B. Collector has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Collector in the Contract Documents, and that the City's written resolution of same is acceptable to Collector.
- C. Collector is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- D. Neither Collector, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Collector understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Collector further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform services as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. **COLLECTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Collector:

- A. Collector shall competently and efficiently supervise, inspect, and direct all services to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the services in accordance with the Contract Documents.
- B. Collector shall be solely responsible for the means, methods, techniques, sequences, or procedures incident thereto.
- C. Collector shall be responsible to see that the services provided comply accurately with the contract and the intent thereof.

- D. Collector shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Collector shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Collector and City may otherwise agree in writing.
12. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Collector or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
13. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Collector. City has the authority to request changes in the service in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop services or to suspend any services.
14. **GENERAL LIABILITY INSURANCE.** Collector shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Coverage for contractual liability is also required.
 - D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Collector. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
15. **EMPLOYEE DISHONESTY/FIDELITY BOND, INSIDE MONEY AND SECURITIES COVERAGE.** For the term of this Agreement and any subsequent renewals, Collector shall be required to obtain and maintain, at Collector’s expense, Employee Dishonesty, Third Party Fidelity Bond and Inside Money and Securities coverage for City-owned property in the care, custody, or

control of the Collector. Coverage limits shall not be less than \$ 1,000,000. The policy shall include as loss payee the City of Ocala.

16. **ERRORS AND OMISSIONS.** For the term of this Agreement and any subsequent renewals, Collector shall be required to obtain and maintain, at Collector's expense, Errors and Omissions Insurance providing coverage to Collector and its agents with limits of at least \$1,000,000. This insurance shall be written by an insurer who possess an A.M. Best rating of at least an "A" and shall include the City of Ocala as loss payee.
17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Collector shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Collector shall ensure any and all subcontractors have coverage as required by applicable statutes. Collector is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. **Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.**
18. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Collector. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Collector's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Collector. **No services shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Services shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
- B. Deductibles. Collector's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Collector is responsible for the amount of any deductible or self-insured retention.
- C. Certificates of Insurance. Collector shall provide a Certificate of Insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department- 3rd Floor, 110 SE Watula Ave, Ocala, FL 34471, e-mail: vendors@ocalafl.org.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Collector fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Collector under this Agreement, Collector shall be considered to be in default of this Agreement.
 - E. Severability of Interests. Collector shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
 - F. Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.
19. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Collector shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
20. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Collector or any other persons or organizations having a direct contract with Collector, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Collector or any other persons or organizations having a direct contract with Collector , except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Collector, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
21. **DELAYS AND DAMAGES.** The Collector agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract

occasioned by any act or omission to act by the City except as provided in the Agreement. The Collector also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the services in accordance with the provision in the standard specification.

22. **INDEPENDENT CONTRACTOR STATUS.** Collector acknowledges and agrees that under this Agreement, Collector and any agent or employee of Collector shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and services required under this Agreement. Neither Collector nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Collector nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Collector in its performance of its obligations under this Agreement.
23. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
24. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the services to be performed by Collector under this Agreement be abandoned, or should Collector become insolvent, or if Collector shall assign or sublet the services to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such services as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
25. **PUBLIC RECORDS.** Collector shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Collector shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency 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.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Collector does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Collector or keep and maintain public records required by the public agency to perform the service. If Collector transfers all public records to the public agency upon completion of the contract, Collector shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Collector keeps and maintains public records upon completion of the contract, Collector shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF COLLECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COLLECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 26. **AUDIT.** Collector shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 27. **PUBLICITY.** Collector shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 28. **E-VERIFY.** In accordance with Executive Order 11-116, Collector shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Collector

shall also require all subcontractors performing services under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

29. **CONFLICT OF INTEREST.** Collector is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Collector shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Collector 's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
30. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
31. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
32. **INDEMNITY.** Collector shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Collector , its agents, and employees.
33. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

34. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Collector: I.C. System, Inc.
Attention: Phil Aune
444 Highway 96 East
St. Paul, Minnesota 55127
Phone: 651-481-6505
E-mail: paune@icsystem.com

If to City of Ocala: Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Batsel, & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
E-mail: rbatsel@ocalalaw.com

35. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees,

administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

36. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

37. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

38. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

39. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

40. **MUTUALITY OF NEGOTIATION.** Collector and City acknowledge that this Agreement is a result of negotiations between Collector and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
41. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
42. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
43. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
44. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
45. **ELECTRONIC SIGNATURE(S).** Collector, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
46. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
47. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 08 / 19 / 2021.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Justin Grabelle

Justin Grabelle
City Council President

Approved as to form and legality:

I.C. SYSTEM, INC.

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

Michelle K Dove

By: _____
Michelle Dove
(Printed Name)

Title: _____
General Counsel /
CCO
(Title of Authorized Signatory)

Collector will provide consumer debt collection services.

All work shall be coordinated through City Project Manager Veronica Martinez, (352) 629- 8246, e-mail: VMartinez@ocalafl.org. Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

Background

The City of Ocala provides utility billing and collection of all utility accounts for an approximate 60,000 utility customers. The accounts currently submitted for collections are 60-day past due utility accounts. Services provided by the City are electric, water and sewer, garbage, stormwater, and telecommunications.

Collector Qualifications

1. Collector must be licensed in all states (unless the state requires an office or representative domiciled within that state) have a minimum of five (5) years' experience with collections and skip tracing.
2. Bilingual collectors (fluent in English and Spanish) must be available during regular business hours as needed for City accounts.
3. Collector must be capable of providing all the services requested and shall be fully responsible for all work performed under the Contract. No portion of the Contract may be subcontracted. This agreement is neither assignable nor acquirable should the Collector be acquired by another company, unless prior written consent is acquired by the City of Ocala.
4. Collector must be fully compliant with the Red Flag Rules (Section 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003).
5. Collector shall fully comply with state and federal consumer and collection practice laws, including the Fair Debt Collection Practice Act, and all the Truth and Lending Laws.

Collector Responsibilities

1. Perform all necessary services on the City's behalf to obtain collection of amounts due to the City on utility accounts that are a minimum of sixty (60) days old and submitted to the Collector.
2. Collection activities, which include, but are not limited to, telephone contact, mail correspondence, skip tracing, and credit bureau reporting.
3. Provide monthly reports to the City detailing monthly collections by account type (e.g. commercial or residential).
4. Collector shall provide a summary report detailing by year the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date.
5. Remit the amount due to the City resulting from payments made directly to Collector by 15th of each month.

6. Return to the City at no charge or billed commission any account previously submitted or sent in error, which is requested to be returned by the City and if not collected within 90 days.
7. Provide notification to the City during same business day of any file transmission error or system interruption, and verification to the City of receipt of the completed file transmission.
8. Provide a primary and secondary contact person for daily operational issues.
9. Meet with the City a minimum of once a year. These meetings shall be conducted in person or by other electronic means to discuss the successes and/or failures in that year and all future goals for the following year.
10. Maintain confidentiality of all documents and information provided by the City, except to disclosure required by State and Federal laws and regulations.
11. Maintain a complete, separate and detailed record of each account (using the City's account, citation, or case number), including all collection actions taken for related transaction and communications, for a period of no less than seven (7) years after termination of the collection action of each account. These records shall be available for inspection purposed during reasonable business hours for seven (7) years after termination of the collection Contract.
12. Employ a Certified Public Accountant firm to perform an annual financial audit. A copy of the audit report shall be sent annually to the City's Finance Director.
13. Allow for time payment arrangements and place this statement on all collection notices.
14. Collector shall not have the authority to accept a compromise settlement on any account without written consent of the City's Finance Director.
15. The principal amount of the debt shall include a collection fee and will be remitted upon collection to the City. The City may modify its collection methods via changes to the City's Ordinances. Collector will have to modify accordingly.
16. Collector's dishonored check fee shall not exceed the customary acceptable dishonored check fees in the industry.
17. Provide access to Collector's database for real-time account view.
18. Provide list of accounts no longer being pursued, and the reason why.
19. Accept any account submitted to Collector regardless of account amount or age of the receivable.
20. Return uncollected accounts after one-year with Collector.
21. Accept demographic information of: Name, Address, Phone Number, Social Security Number, and amount to collect.
22. City shall not pay Collector for any payments received directly to the City.
23. Maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS).

24. Collector must secure stored cardholder data in accordance with the PCI Data Storage guidelines.
25. Collector must acknowledge and agree that cardholder data will only be used for executing and completing the specified contracted services, or as required by the PCI DSS, or to comply with applicable laws and regulations.
26. Validate data sanitization with a certificate of data destruction to contract-designated City personnel within a reasonable timeframe, not to exceed 60 days.
27. Notify the City within 72 hours of discovering a data breach, intrusion, or otherwise unauthorized access to stored cardholder data.
28. Agree to assume responsibility for any/all costs related to breach, intrusion, or unauthorized access to cardholder data that the service provider has entrusted to Collector.
29. Agree to assume responsibility for informing affected individuals as per applicable law.



Proposal to
City of Ocala
Consumer Debt Collections
May 3, 2021
Attn: Office of the City Clerk

Submitted by:
IC System
Karen Jonas
Senior Vice President Business
Development
651.201.8393
KJonas@ICSystem.com

@ 444 Highway 96 E.
St. Paul, MN 55127



1.800.443.4123



www.icsystem.com

Cover Letter

Office of the City Clerk
 City of Ocala
 City Hall
 110 SE Watula Avenue
 Ocala, FL 34471

RE: Consumer Debt Collection – Turnkey Solution

To Whom it May Concern:

I am pleased to submit our response to the City of Ocala for consumer debt collection recovery of delinquent commercial and residential accounts.

After a careful review of the requirements outlined in the Scope of Work, we fully understand the work to be performed and are well prepared to provide exceptional debt collection services to the City of Ocala with our turnkey solution.

From our founding in 1938 in St. Paul, MN, as a privately held receivables management 'C' corporation, IC System has maintained sound business practices, long-term financial stability, and fostered a reputation of excellence that grows every day. With clients throughout the United States, Puerto Rico, and Canada, we have been in continuous operation since our founding.

IC System employs 570 employees having direct phone contact with more than 2 million people annually. The company's growth and reputation are some of the best in our industry, reflecting the dedication of our employees and the visionary leadership of our management team.

Credentialed with IRS 1075, SOC2 Type II, PCI-DSS Level 1, S2Score of 'Excellent,' prestigious PPMS certification from ACA International, BBB A+ rating, ISO/IEC 27002, and more, our achievements reflect the dedication of IC System to provide the most professional collection service guided by core values of:

People: We treat PEOPLE with dignity and respect.

Integrity: We do the RIGHT THING.

Performance: We deliver RESULTS that exceed expectations.

Pride: We are PROUD of what we do and how we do it.

Innovation: We find BETTER WAYS to get things done.



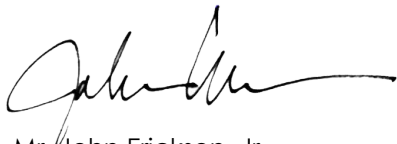
IC System is a positive, open, inviting place to work. It is a culture to be envied, which is appreciated by our clients and the consumer as recorded in our CSAT (Customer Satisfaction Survey) results that indicates over 98% of those responding agree they have been treated professionally.

In a world where secure financial data is mandated, IC System stands tall. Our comprehensive proprietary software, ICETM (Intelligent Collections Engine), is built from the hardware up for data protection and transmission speed. Designed specifically to streamline collection activities with embedded compliance routines, automated monitoring, and smart data intelligent algorithms, ICETM delivers easy-to-use web tools maximizing efficiencies for both the consumer and our clients. Our ability to accelerate contact with the consumer using ICETM results in larger recovered revenue for our clients. We know speed counts. The quicker we are able to speak with the consumer, the higher the return ratio. That's why we emphasize ongoing professional training for our people and invest so heavily in technology tools. We are smarter and faster than the competition. We are better.

Thank you again for the opportunity of submitting our response to your RFP. Should you have any questions about our response, or the company, please feel free to contact Senior Vice President of Business Development, Karen Jonas, whose contact information appears on the cover. We have reviewed your Terms and Conditions as well as your insurance requirements, and we take no exception.

We look forward to building a partnership of success together.

Sincerely,



Mr. John Erickson, Jr.
President and CEO



Exhibit A - Scope of Work

Bidder Qualifications

1. **The agency must be licensed in all states (unless the state requires an office or representative domiciled within that state) have a minimum of five (5) years' experience with collections and skip tracing.**

IC System, a financial services management company, was founded in 1938 in the State of MN as a 'C' corporation. We are licensed and bonded in all 50 states, Puerto Rico, and Canada.

2. **Bilingual collectors (fluent in English and Spanish) must be available during regular business hours as needed for City accounts.**

Yes, IC System employs collection representatives who are fluent in English and Spanish. They are available during regular business hours as needed for City accounts.

3. **The agency must be capable of providing all the services requested and shall be fully responsible for all work performed under the contract. No portion of the contract may be subcontracted. This agreement is neither assignable nor acquirable should the winning bidder be acquired by another company, unless prior written consent is acquired by the City of Ocala.**

IC System agrees and will comply.

4. **The collection agency must be fully compliant with the Red Flag Rules (Section 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003).**

Yes, IC System is fully compliant with Red Flag Rules, (Section 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003), an amendment to the Fair Credit Reporting Act.

5. **The agency shall fully comply with state and federal consumer and collection practice laws, including the Fair Debt Collection Practice Act, and all the Truth and Lending Laws.**

Yes, IC System complies with all federal and state consumer and collection practice laws, including the Fair Debt Collection Act, and all the Truth and Lending Laws.

Bidder Responsibilities

Perform all necessary services on the City's behalf to obtain collection of amounts due to the City on utility accounts that are a minimum of sixty (60) days old and submitted to the collection agency.

IC System understands and agrees.



Collection activities, which include, but are not limited to, telephone contact, mail correspondence, skip tracing, and credit bureau reporting.

IC System understands and agrees. IC System's collection solution for City of Ocala will take place over the following steps.

Segment	Collection Efforts
Segment 1 Balance of \$1500 or more	Day 1-30 <ul style="list-style-type: none"> • 2 call attempts per day, first 2 weeks from placement, up to 40 call attempts • Inbound IVR available 24/7 • Manual work effort weekly • Manual skip tracing • Automated skip efforts • Validation Letter sent
	Day 31-60 <ul style="list-style-type: none"> • 1 call attempt per day, up to 20 call attempts • Inbound IVR available 24/7 • Automated skip efforts • Manual work effort by descending balance, bi-weekly • Compromise offer letter sent (if applicable)
	Day 61-120 <ul style="list-style-type: none"> • 1 call attempt every other day • Inbound IVR available 24/7 • Automated skip efforts • Manual work effort by descending balance, monthly
	Day 121-365 <ul style="list-style-type: none"> • 1 call attempt per week • Inbound IVR available 24/7 • Manual work effort by descending balance, monthly
	Day 365+ <ul style="list-style-type: none"> • Work efforts resume when new or additional information is acquired.
Segment 2 Balance between \$750 and \$1499	Day 1-30 <ul style="list-style-type: none"> • 2 call attempts per day, first 2 weeks from placement, up to 40 call attempts • Inbound IVR available 24/7 • Manual work effort weekly • Manual skip tracing • Automated skip efforts • Validation Letter sent
	Day 31-60 <ul style="list-style-type: none"> • 1 call attempt per day, up to 20 call attempts • Inbound IVR available 24/7 • Automated skip efforts • Manual work effort by descending balance, bi-weekly • Compromise offer letter sent (if applicable)
	Day 61-120 <ul style="list-style-type: none"> • 1 call attempt every other day • Inbound IVR available 24/7 • Automated skip efforts • Manual work effort by descending balance, monthly
	Day 121-365 <ul style="list-style-type: none"> • 1 call attempt per week

	<ul style="list-style-type: none"> Inbound IVR available 24/7 Manual work effort by descending balance, monthly
	Day 365+ <ul style="list-style-type: none"> Work efforts resume when new or additional information is acquired
Segment 3 Balance between \$500 and \$749	Day 1-30 <ul style="list-style-type: none"> 1 call attempt per day, first 2 weeks from placement, up to 20 calls/attempts Inbound IVR available 24/7 Manual work effort weekly Automated skip efforts Validation Letter sent
	Day 31-60 <ul style="list-style-type: none"> 1 call attempt every other day, up to 10 call attempts Inbound IVR available 24/7 Automated skip efforts Manual work effort by descending balance, monthly Compromise offer letter sent (if applicable)
	Day 61-120 <ul style="list-style-type: none"> 1 call attempt every other week Inbound IVR available 24/7 Manual work effort by descending balance, monthly
	Day 121-365 <ul style="list-style-type: none"> 1 call attempt monthly Inbound IVR available 24/7
	Day 365+ <ul style="list-style-type: none"> Work efforts resume when new or additional information is acquired
Segment 4 Balance between \$125 and \$499	Day 1-30 <ul style="list-style-type: none"> 1 call attempt per day, first 2 weeks from placement, up to 20 calls/attempts Inbound IVR available 24/7 Manual work effort weekly Automated skip efforts Validation Letter sent
	Day 31-60 <ul style="list-style-type: none"> 1 call attempt every other day, up to 10 call attempts Inbound IVR available 24/7 Automated skip efforts Compromise offer letter sent (if applicable)
	Day 61-120 <ul style="list-style-type: none"> 1 call attempt every other week dialer rotation Inbound IVR available 24/7
	Day 121-365 <ul style="list-style-type: none"> 1 call attempt monthly Inbound IVR available 24/7
	Day 365+ <ul style="list-style-type: none"> Work efforts resume when new or additional information is acquired
Segment 5 Balance equal to or less than \$124.99	Day 1-30 <ul style="list-style-type: none"> 1 call attempt every other day dialer rotation, up to 10 call attempts Inbound IVR available 24/7 Automated skip efforts

	<ul style="list-style-type: none"> Validation Letter sent
Day 31-60	<ul style="list-style-type: none"> 1 call attempt every other day dialer rotation, up to 10 call attempts Inbound IVR available 24/7
Day 61-120	<ul style="list-style-type: none"> 1 call attempt monthly Inbound IVR available 24/7
Day 121-365	<ul style="list-style-type: none"> 1 call attempt monthly dialer rotation Inbound IVR available 24/7
Day 365+	<ul style="list-style-type: none"> Work efforts resume when new or additional information is acquired

Provide monthly reports to the City detailing monthly collections by account type (e.g. commercial or residential).

IC System understands and agrees. Reports may be generated by account type. This is a standard feature of our proprietary software, ICE™.

Summary report detailing by year the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date.

IC System will provide this report.

Remit the amount due to the City resulting from payments made directly to the agency by 15th of each month.

IC System understands and agrees.

Return to the City at no charge or billed commission any account previously submitted or sent in error, which is requested to be returned by the City and if not collected within 90 days.

IC System understands and agrees.

Provide notification to the City during same business day of any file transmission error or system interruption, and verification to the City of receipt of the completed file transmission.

IC System notifies the client via email the completion status of each file transmitted - within minutes.

Provide a primary and secondary contact person for daily operational issues.

IC System provides the following Primary and Secondary contact person for daily operational issues. Primary Contact: Jenna Grendahl, Secondary Contact: Kimberly Dickinson

Meet with the City a minimum of once a year. These meetings shall be conducted in person or by other electronic means to discuss the successes and/or failures in that year and all future goals for the following year.

IC System looks forward to regularly scheduled meetings with our clients. Whether in-person or remotely, good communication is the key to building relationships

Maintain confidentiality of all documents and information provided by the City, except to disclosure required by State and Federal laws and regulations.

IC System will comply.

Maintain a complete, separate and detailed record of each account (using the City's account, citation, or case number), including all collection actions taken for related transaction and communications, for a period of no less than seven years after termination of the collection action of each account. These records shall be available for inspection purposed during reasonable business hours for seven years after termination of the collection contract.

IC System maintains a separate, secure detailed electronic record for each account in our proprietary software, ICETM (Intelligent Collections Engine).

Employ a Certified Public Accountant firm to perform an annual financial audit. A copy of the audit report shall be sent to the City's Finance Director Annually.

IC System's public accounting firm is RSM, US, LLP, 801 Nicollet Mall UNIT 1100, Minneapolis, MN 55402. Our company undergoes a financial audit annually.

Allow for time payment arrangements and place this statement on all collection notices.

IC System understands and agrees. A time payment statement that informs the consumer of available arrangements will be placed on all collection notices.

Shall not have the authority to accept a compromise settlement on any account without written consent of the City's Finance Director.

IC System will not accept a compromised settlement on any account without written consent from the City's Finance Director.

The principal amount of the debt shall include a collection fee and will be remitted upon collection to the City. The City may modify its collection methods via changes to the City's Ordinances. The successful bidder will have to modify accordingly.

IC System understands and agrees.

The agency's dishonored check fee shall not exceed the customary acceptable dishonored check fees in the industry.

IC System understands and agrees.

Provide access to agency's database for real-time account view.

IC System understands and agrees.



Provide list of accounts no longer being pursued, and the reason why.

IC System will comply.

Accept any account submitted to the agency regardless of account amount or age of the receivable.

IC System understands and agrees.

Return uncollected accounts after one-year with collection agency.

IC System understands and agrees.

Accept demographic information of Name, Address, Phone Number, Social Security Number, and amount to collect.

IC System understands and agrees.

City shall not pay bidder for any payments received directly to the City.

IC System understands and agrees

Price Proposal

Fees shall be proposed as percentages of principle amounts on submitted accounts. Fees shall be charged only as a percentage of the principle amount of collection items collected by the Vendor.

Fees shall be firm for the initial term. The City reserves the right to negotiate prices with the selected firm.

Pricing should be full compensation for the bidder's services and shall include all travel required by the bidder to meet with City staff. No additional reimbursement for expenses incurred by the bidder will be paid by the City including, but not limited to the following: bidder travel, advertising, printing, binding, postage and delivery, clerical and long-distance telephone charges.

IC System understands and agrees.

IC System **proposes a contingency fee of 7% on all payments realized.** Please note that this fee is based upon our own analytical modeling, our pricing strategies, and an estimated liquidation rate. If any of our assumptions are inaccurate, we are open to an adjustment of these fee suggestions in light of the actual historical performance of the portfolio.



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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



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08 / 12 / 2021

09:06:06 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) and I.C. System, Inc. (paune@icsystem.com) from plewis@ocalafl.org
IP: 67.231.55.34



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08 / 12 / 2021

13:07:19 UTC-4

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IP: 216.255.247.51

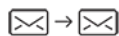


SIGNED

08 / 12 / 2021

13:11:23 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51


 EMAIL
CHANGED

08 / 16 / 2021

07:48:40 UTC-4

paune@icsystem.com was changed to kjonas@icsystem.com after requester reassignment.
IP: 67.231.55.34



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08 / 16 / 2021

08:55:51 UTC-4

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 SIGNED	08 / 17 / 2021 15:00:21 UTC-4	Signed by Michelle Dove (mdove@icsystem.com) IP: 66.162.227.230
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SENT

08 / 18 / 2021

09:21:48 UTC-4

Sent for signature to Justin Grabelle (jgrabelle@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from plewis@ocalafl.org
IP: 67.231.55.34



VIEWED

08 / 19 / 2021

10:15:26 UTC-4

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IP: 64.238.190.30



SIGNED

08 / 19 / 2021

10:15:42 UTC-4

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IP: 64.238.190.30



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08 / 19 / 2021

10:20:15 UTC-4

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IP: 40.94.29.212



SIGNED

08 / 19 / 2021

10:23:54 UTC-4

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IP: 216.255.240.104



COMPLETED

08 / 19 / 2021

10:23:54 UTC-4

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