



**PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN AGREEMENT, dated the 28<sup>th</sup> day of January, 2019, by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

**PENN CREDIT CORPORATION**, a Company, authorized to do business in the State of Florida, with a business address of **2800 Commerce Drive, Harrisburg, PA 17110** (hereinafter referred to as the "COLLECTOR"). CITY and COLLECTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and COLLECTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

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

1.1 On **August 7, 2018**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **debt collection services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP #FN-18-01**  
**"Debt Collection Services"**

1.2 On **September 4, 2018**, the bids were opened at the offices of the City Clerk.

1.3 On **November 19, 2018**, the CITY awarded the bid to COLLECTOR and authorized the proper CITY officials to negotiate and enter into an agreement with COLLECTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the COLLECTOR were undertaken and this Agreement incorporates the results of such negotiation.



## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 COLLECTOR shall provide debt collection services for the CITY's delinquent accounts, which may include, but not limited to, water and sewer charges, fines, fees, licenses, permits, rental charges, and any other type of receivable that is capable of being collected and any other receivables due and payable to the City with the exception of revenues specifically governed by separate statutes such as revenues from taxes, investments, federal grants, Medicaid vendor overpayments and debts of cities and towns. COLLECTOR agrees to utilize the approach, activities and work products set forth in **Exhibit "A"** attached hereto and made a part hereof.

2.2 The CITY's goal is to turn over delinquent accounts only after the City has exhausted its own collection efforts. COLLECTOR will have forty-five (45) days to commence working each delinquent account. If not successful in collecting the account after one hundred eighty (180) days of receipt from CITY, the delinquent account may be considered for withdrawal and returned to CITY. COLLECTOR shall not receive a collection fee on a withdrawn account unless COLLECTOR receives payment on an account within five (5) working days from the date CITY requests said account be withdrawn. The CITY's Finance Director, or his or her designee, reserves the following rights: (1) to determine which accounts are delinquent and to be turned over to COLLECTOR for collection; (2) to decide which collection techniques COLLECTOR should utilize; and (3) to take back any assigned delinquent account(s).

2.3 The CITY agrees to provide COLLECTOR evidence of indebtedness in accordance with this Article. COLLECTOR shall have full right and power to do in its own name and on its own behalf, all of the things that may be legally required and permissible to enforce and collect the assigned delinquent accounts and to receive payment in accordance with the terms of this Agreement.

2.4 COLLECTOR shall endeavor to collect all sums due and owing CITY and shall exercise its professional judgement in collecting, settling, and compromising all accounts assigned hereunder.

2.5 In addition to communicating in English, COLLECTOR will accommodate the CITY's Spanish, and Creole speaking debtors by referring their accounts to COLLECTOR's staff that are fully capable of communicating in their respective language(s).

2.6 COLLECTOR shall be responsible to maintain a cooperative and good faith attitude in all relations with CITY and shall actively foster a public image of mutual benefit to both parties. COLLECTOR shall not make any statements or take any actions detrimental to this effort.

2.7 COLLECTOR also agrees that any and all information COLLECTOR secures attendant to the delinquent accounts will be held in the strictest of confidence and used for the sole purpose of collections.





2.8 Except as otherwise provided in this Agreement, COLLECTOR shall undertake to collect all debts described in Article 2. COLLECTOR shall not negotiate to reduce delinquent amounts nor offer a waiver of penalty charge(s) on any CITY account without first forwarding CITY a written request for such authority and subsequently receiving written approval from the CITY's Finance Director.

2.9 To ensure full payment is received on all CITY accounts, COLLECTOR agrees to calculate daily fines or accruing interest as applicable.

2.10 COLLECTOR agrees that when attempting to collect outstanding Code Enforcement liens assigned by CITY for Code Enforcement cases that are assigned to COLLECTOR in which the City waives the recurring fees and penalties; COLLECTOR may only collect a percentage of the final amount owed as agreed to by the City.

2.11 Upon CITY's request, COLLECTOR agrees to release all right, title and interest in any delinquent City account it is assigned. COLLECTOR also agrees to cease all activities to recover the sums due and that all rights, title and interest in any such recalled debt shall thereafter remain with CITY.

2.12 COLLECTOR agrees to have a review of the design and operating effectiveness of its system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on the Processing of Transactions by Service Organizations) to the City's Finance Director or designee. COLLECTOR agrees that such a report will be in accordance with the requirements of Statement on Auditing Standards 70, as issued by the American Institute of Certified Public Accountants.

2.13 COLLECTOR agrees to comply with the Federal Trade Commission's Red Flag Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003 (Code of Federal Regulations, Title 16, Part 681.2).

2.14 Within ten (10) days following the end of each calendar month of the collection period, COLLECTOR shall render the net amount recovered hereunder by check, wire transfer or ACH made payable to the CITY OF PEMBROKE PINES shall be sent to the attention of the CITY's Finance Director, Lisa Chong, at 601 City Center Way, Pembroke Pines, FL 33025.

2.15 In the event that COLLECTOR receives a partial payment on a delinquent account, the CITY shall be paid first, and be made whole on the full amount owed to the CITY, and the remainder if any will be used to offset the "collection fee" owed to COLLECTOR.

2.16 The payment for such collected amounts shall be accompanied by a monthly data report in accordance with the requirements of **Article 5** herein and must include the "collection fee" add-on fee collected and retained by COLLECTOR.

2.17 Any expenditure by COLLECTOR on debts that are uncollectible for any reason is the sole responsibility of COLLECTOR and not subject to reimbursement by the CITY.



### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 COLLECTOR shall perform the debt collection services as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for an initial **five (5)** year period commencing on **November 1<sup>st</sup>, 2018** and ending on **October 31<sup>st</sup>, 2023**.

3.2 This Agreement may be renewed for **two (2) additional three (3) year terms**, upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 This Agreement may be terminated by either party for cause, or by either party for convenience, upon **thirty (30) days** written notice by the CITY to COLLECTOR in which event the COLLECTOR shall be paid its compensation for services performed to termination date. [NOTE: COLLECTOR may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the COLLECTOR abandons this Agreement or causes it to be terminated, COLLECTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by COLLECTOR shall become the property of CITY and shall be delivered by COLLECTOR to CITY immediately.

For purposes of this Agreement, termination by the City for cause includes, but is not limited to, any of the following circumstances:

3.3.1 COLLECTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after CITY's delivery of a written notice to COLLECTOR's of such breach or default;

3.3.2 COLLECTOR's debt collection license with the State of Florida terminates for any reason;

3.3.3 COLLECTOR becomes insolvent;

3.3.4 COLLECTOR takes the benefit of any present or future insolvency statute;

3.3.5 COLLECTOR makes a general assignment for the benefit of creditors;

3.3.6 COLLECTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;

3.3.7 COLLECTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;

3.3.8 A petition under any present or future insolvency laws or statute is filed





against COLLECTOR and such petition is not dismissed within thirty (30) days after its filing; or

3.3.9 Any assignment by COLLECTOR of any choice in action or debt presented to it by the CITY, any assignment of this Agreement in whole or in part, or any of COLLECTOR rights and obligations hereunder.

3.4 COLLECTOR recognizes and agrees that in the event this Agreement terminates or expires it will be necessary for COLLECTOR to assist the CITY and/or COLLECTOR's selected successor with an orderly transition and disposition of all CITY accounts previously assigned to it. COLLECTOR shall be paid in accordance with Article III for all collection services rendered through the date of termination and for any accounts authorized to continue beyond the date of termination during any transition period.

#### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 CITY's sole compensation to COLLECTOR for the services rendered hereunder shall be **SIXTEEN PERCENT (16.0%)** add-on of the total amount placed whether paid by a debtor to COLLECTOR or directly to CITY, COLLECTOR shall add the "collection fee" to the total amount owed upon receipt of the account from CITY for collection.

#### **ARTICLE 5**

#### **RECORDS**

5.1 COLLECTOR shall keep such records and accounts and require any and all agencies and sub-agencies to keep records and accounts as may be necessary in order to record complete and correct entries as to the services rendered hereunder. All such records shall be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete and incorrect entries in such records will be grounds for the CITY's disallowance of any fees based upon such entries as well as the termination of this Agreement.

5.2 As directed by CITY, COLLECTOR agrees to maintain separate receivable accounts on the different account types received from the CITY. COLLECTOR further agrees to provide CITY separate monthly reports on each different account type in accordance with the requirements of this Article.

5.3 COLLECTOR agrees to submit monthly data reports without charge to CITY electronically submitting a copy in Excel. Said monthly reports shall include the following information:

5.3.1 A list of all accounts CITY has assigned COLLECTOR for collection.

5.3.2 A list of all documents extracted from the public records related to each account assigned to COLLECTOR for collection.



The monthly reports referred to in Section 5.3.1 and 5.3.2 shall, at a minimum, include the following information:

- a. Specify the account type, to wit, parking citation, utility bill, nuisance abatement, unsafe structure, code enforcement lien, etc...
- b. The dollar amount of outstanding debts outstanding;
- c. The dollar amount of debts collected for the month;
- d. The dollar amount of cumulative debt collected to date;
- e. Final disposition and justification of non-collectability;
- f. Performance Analysis Report;
- g. The amount of the "collection fee" billed and collected by COLLECTOR;
- h. Any other information which CITY may request from time to time.

5.4 COLLECTOR shall deposit all payments into their client trust account on behalf of CITY and disburse funds monthly by check, wire or ACH to the CITY's Finance Director, Lisa Chong, at 601 City Center Way, Pembroke Pines, FL 33025 or using the wire instructions as provided by the CITY. A detailed statement of collections must also be provided with payment.

## **ARTICLE 6**

### **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

6.1 CITY or COLLECTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A"**, to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

6.2 In no event will the COLLECTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

## **ARTICLE 7**

### **INDEMNIFICATION**

7.1 COLLECTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of COLLECTOR, its





agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by COLLECTOR pursuant to this Agreement.

7.2 COLLECTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. COLLECTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by COLLECTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

7.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the COLLECTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by COLLECTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **ARTICLE 8**

### **INSURANCE**

8.1 The COLLECTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the COLLECTOR or its employees, agents, servants, partners principals or subCOLLECTORS. The COLLECTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The COLLECTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the COLLECTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 COLLECTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the COLLECTOR allow any subCOLLECTOR to commence work on his subcontract until all similar such insurance required of the subCOLLECTOR has been obtained and similarly approved.



8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the COLLECTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the COLLECTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The COLLECTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. COLLECTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the COLLECTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the COLLECTOR shall require the subCOLLECTORS similarly to provide Workers





Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the COLLECTOR. Coverage for the COLLECTOR and his subCOLLECTORS shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B    \$500,000 Each Accident  
    \$500,000 Disease – Policy Limit  
    \$500,000 Disease – Each Employee

If COLLECTOR claims to be exempt from this requirement, COLLECTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt COLLECTOR, written on COLLECTOR letterhead.

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 **CYBER LIABILITY including Network Security and Privacy Liability** with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.6.6 **CRIME COVERAGE** shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.



## 8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability and Cyber Liability policies required herein
- 8.7.2 Waiver of all Rights of Subrogation against the CITY
- 8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.7.4 COLLECTORS' policies shall be Primary & Non-Contributory
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

8.8 COLLECTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any insurance required of the COLLECTOR pursuant to this Agreement must also be required by any subCOLLECTOR in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subCOLLECTOR is covered by the protection afforded by the COLLECTOR and provided proof of such coverage is provided to CITY. The COLLECTOR and any subCOLLECTORS shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract. The required limits of insurance do not in any way limit the COLLECTOR's indemnification of the City as described herein.

## **ARTICLE 9**

### **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

9.1 During the performance of the Agreement, neither COLLECTOR nor its subCOLLECTORS shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. COLLECTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. COLLECTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. COLLECTOR further agrees that he/she/it will ensure that subCOLLECTORS, if any, will be made aware of and will comply with this nondiscrimination clause.





## **ARTICLE 10**

### **INDEPENDENT MANAGER**

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the COLLECTOR is an independent COLLECTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The COLLECTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out COLLECTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of COLLECTOR, which policies of COLLECTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of COLLECTOR's Funds provided for herein. The COLLECTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the COLLECTOR and the CITY and the CITY will not be liable for any obligation incurred by COLLECTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 11**

### **AGREEMENT SUBJECT TO FUNDING**

11.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

## **ARTICLE 12**

### **MERGER; AMENDMENT**

12.1 This Agreement constitutes the entire Agreement between COLLECTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both COLLECTOR and CITY with the same formality and equal dignity herewith.

## **ARTICLE 13**

### **DEFAULT OF CONTRACT & REMEDIES**

13.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of COLLECTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from COLLECTOR's failure to perform in accordance with the requirements of this Agreement.



13.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein COLLECTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and COLLECTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

13.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by COLLECTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that COLLECTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

13.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by COLLECTOR:

13.2.1. The abandonment of the Property by COLLECTOR for a period of more than seven (7) business days.

13.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

13.2.3. The failure by COLLECTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by COLLECTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to COLLECTOR; provided, however, that if the nature of COLLECTOR's default is such that more than seven (7) days are reasonably required for its cure, then COLLECTOR shall not be deemed to be in default if COLLECTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

13.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by COLLECTOR or any other party in a manner not expressly permitted hereunder.

13.2.5. The making by COLLECTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against COLLECTOR of a petition to have COLLECTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against COLLECTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of COLLECTOR's assets, or for COLLECTOR's interest in this Agreement, where possession is not restored to COLLECTOR within thirty (30) days; for attachment, execution or other judicial seizure



of substantially all of COLLECTOR's assets, or for COLLECTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

13.3 **Remedies in Default.** In case of default by COLLECTOR, CITY shall notify COLLECTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify COLLECTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of COLLECTOR and proceed to perform services under the Agreement, at its own cost and expense.

13.3.1. Upon such declaration of default, all payments remaining due COLLECTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the COLLECTOR has the COLLECTOR continued to perform the services under the Agreement.

13.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to COLLECTOR and/or the Surety together with the costs incident thereto to such default.

13.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to COLLECTOR under this Agreement, if the same had been fulfilled by COLLECTOR, CITY shall retain such differences. Should such cost to CITY be greater, COLLECTOR shall pay the amount of such excess to the CITY.

## **ARTICLE 14** **BANKRUPTCY**

14.1 It is agreed that if COLLECTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

## **ARTICLE 15** **DISPUTE RESOLUTION**

15.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy



or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

**15.2 Operations During Dispute.**

15.2.1 In the event that a dispute, if any, arises between CITY and COLLECTOR relating to this Agreement, performance or compensation hereunder, COLLECTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

15.2.2 COLLECTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

15.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by COLLECTOR fails to meet reasonable standards of the trade after CITY gives written notice to the COLLECTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by COLLECTOR of such notice from CITY.

**ARTICLE 16  
VENUE**

16.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

**ARTICLE 17  
PUBLIC RECORDS**

17.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The COLLECTOR shall comply with Florida's Public Records Law. Specifically, the COLLECTOR shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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, Fla. Stat., or as otherwise provided by law;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, COLLECTOR shall



destroy all copies of such confidential and exempt records remaining in its possession after the COLLECTOR transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the contract, COLLECTOR shall transfer to the CITY, at no cost to the CITY, all public records in COLLECTOR's possession. All records stored electronically by the COLLECTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

17.2 The failure of COLLECTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COLLECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COLLECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33026  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 18  
MISCELLANEOUS**

18.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use COLLECTOR's work product for its intended purposes.

18.2 **Records.** COLLECTOR shall keep such records and accounts and require any and all subCOLLECTORs to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which COLLECTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

18.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by COLLECTOR without





the prior written consent of CITY. For purposes of this Agreement, any change of ownership of COLLECTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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

18.4 **No Contingent Fees.** COLLECTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COLLECTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for COLLECTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

18.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, COLLECTOR and CITY designate the following as the respective places for giving of notice:

CITY                      Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
Telephone No.            (954) 450-1040

Copy To:                Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No.            (954) 771-4500  
Facsimile No.            (954) 771-4923

COLLECTOR **Rhett Donagher, Manager of Sales & Marketing**  
**Penn Credit Corporation**  
**2800 Commerce Drive**  
**Harrisburg, PA 17110**  
E-mail:                      Rhett.donagher@penncredit.com  
Telephone No:              800-800-3328 x3003  
Facsimile No:               717-238-8441

18.6 **Binding 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.

18.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

18.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

18.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

18.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the COLLECTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

18.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

18.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

18.13 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

18.13.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

18.13.2 One million dollars or more if, at the time of bidding on,



submitting a proposal for, or entering into or renewing such contract,  
the company:

18.13.3 Is on the Scrutinized Companies with Activities in Sudan  
List or the Scrutinized Companies with Activities in the Iran  
Petroleum Energy Sector List, created pursuant to s. 215.473; or

18.13.4 Is engaged in business operations in Syria.

**THE REMAINDER OF THIS PAGE**

**HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

  
MARLENE D. GRAHAM, CITY CLERK

By:   
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

  
OFFICE OF THE CITY ATTORNEY

1/28/19



**COLLECTOR:**

**PENN CREDIT CORPORATION**

By:   
Name: Thomas Foley, Jr.  
Title: Chief Operations Officer

STATE OF Pennsylvania )  
COUNTY OF Dauphin )

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Thomas Foley, Jr. as Chief Operations Officer of **PENN CREDIT CORPORATION**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **PENN CREDIT CORPORATION** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 19th day of December, 2018.

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Robin A. Founds, Notary Public  
City of Harrisburg, Dauphin County  
My Commission Expires July 6, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

  
NOTARY PUBLIC

Robin A. Founds  
(Name of Notary Typed, Printed or Stamped)

## Penn Credit Corporation

Bid Contact **Rhett Donagher**  
**marketing@penncredit.com**  
**Ph 717-238-7124**  
**Fax 717-238-1370**

Address **2800 Commerce Drive**  
**Harrisburg, PA 17110**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
FN-18-01--01-01	All-inclusive percentage fee added to the balance owed to the City	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Please see attached for Penn Credit's collection services proposal, including all forms and required signatures. Penn Credit's pricing proposal has been submitted directly on the website. Thank you	First Offer - 16.00%	1 / fee	16.00%	Y Y
					Supplier Total	\$0.00



**Penn Credit Corporation****Item: All-inclusive percentage fee added to the balance owed to the City****Attachments**

RFP FN-18-01 Response - Penn Credit.pdf

# *PennCredit*

2800 Commerce Drive, Harrisburg, PA 17110

[www.penncredit.com](http://www.penncredit.com)

800.800.3328

**RFP # FN-18-01 “Debt Collection Services”  
Response Submission**

9/4/2018

Penn Credit Corporation

Project Contact: Rhett Donagher, Manager of Sales & Marketing

Phone: 800-800-3328 x3003

Email: [rhett.donagher@penncredit.com](mailto:rhett.donagher@penncredit.com)

**Respectfully submitted to:**

The City of Pembroke Pines, FL

## TAB 1 - TABLE OF CONTENTS

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#### CONFIDENTIALITY NOTICE

Section 815.045 of the Florida Statutes excludes "trade secret information" from disclosure under public records law.

As such, Penn Credit has marked certain sections of this proposal as confidential and requests that they be withheld from public disclosure.

## TAB 2 - LETTER OF INTEREST/EXECUTIVE SUMMARY

Please see the following page.

2800 Commerce Drive • Harrisburg, PA 17110

August 31, 2018

The City of Pembroke Pines, Florida  
8300 South Palm Drive, Pembroke Pines, FL 3305

To whom it may concern:

Penn Credit appreciates the opportunity to continue to demonstrate our experience and credentials to the City of Pembroke Pines, FL. We have provided nationwide government collection services since our inception in 1987, and we have maintained a government collection presence in South Florida since 1995.

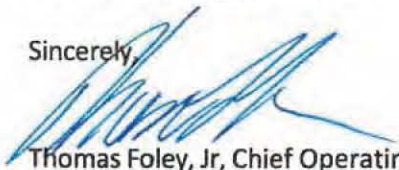
With 30+ years of government collections under our belt, Penn Credit and its project team have developed extensive experience serving hundreds of government entities, and it's this niche experience that puts us ahead of the curve. Our understanding of the challenges surrounding the collection of municipal debts like those described in the Scope of Services will enable us to maximize recoveries while providing a superior level of customer service. Further, Penn Credit is the leading provider of collection services to public agencies in Florida with over 80 municipal, county, and court clients. In addition to serving the City of Pembroke Pines since 2011, our clients include the Cities of Miami, Plantation, Miramar, Ft. Lauderdale, Hollywood, Pompano Beach, Orlando, Tallahassee, Jacksonville, and Tampa; as well as the Broward County Clerk of Courts Office.

Supplementing our extensive government collections experience, Penn Credit will also provide the following benefits to the City of Pembroke Pines:

- **Commitment to Respecting the Constituent:** Accreditation with the Better Business Bureau and utilization of the latest contact center voice analytics technology, *CallMiner*.
- **Dedicated Florida-Based Liaison:** Philip Mennell possesses extensive Florida government collections experience and will continue providing local client relations support to the City.
- **FUSION Collection Platform:** FUSION and its web-based Remote Client Access Portal were created by Penn Credit's programming staff and will exceed the City's needs and requirements.
- **Financially Sound:** Consistent organic growth, named to Inc. 5000 list of the fastest growing private companies in America for the second consecutive year. The City can be confident that our firm has the resources and capital to execute this contract.
- **Active Industry Participation:** Member of the collection trade association ACA International, including ACA's invite-only Committee of 100 and a founding member of the Institute for Collection Leadership (ICL); granted the 2018 ACA All-In Award for our initiative in collections.

I thank you for the opportunity to respond to this RFP and look forward to your response. Please feel free to contact Rhett Donagher, Manager of Sales & Marketing, at 561-371-2937 or [rhett.donagher@penncredit.com](mailto:rhett.donagher@penncredit.com) for any questions or clarification to our response.

Sincerely,



Thomas Foley, Jr, Chief Operating Officer

Phone (800) 900-1380 • Fax (717) 231-4849 • [www.penncredit.com](http://www.penncredit.com)



## TAB 3 - FIRM'S BACKGROUND & EXPERIENCE

*1) Provide a brief history of the Proposer's background and experience providing services, any other information called for by this Solicitation which the Proposer deems relevant. Describe the Proposer's approach to organization/management and the responsibilities of Proposer's management and personnel that will perform work on the Contract.*

### CORPORATE SUMMARY

Penn Credit is a privately held national collection agency founded in 1987. We utilize the latest collection strategies, operating in strict compliance with all local, state, and federal laws to deliver superior collection results for our clients while maintaining positive relations with customers and constituents. Penn Credit is also licensed to—and does—conduct business in all 50 states, the District of Columbia, and Puerto Rico. **Penn Credit has been faithfully collecting debts for government entities for over three decades.**

Our successful relationships have been built over the years by remaining focused on the needs of our clients. Through active participation with industry organizations, Penn Credit remains at the forefront of providing the latest collection products, technologies, and client support tools. Penn Credit maintains membership in ACA International, is PCI-DSS Level 1 certified, is SSAE18 SOC1 Type II audited, SOC 2 audited, and is accredited by the Better Business Bureau.

### Why Penn Credit?

- ▶ 100% Veteran Owned
- ▶ 30+ years of collections experience
- ▶ Current vendor for the City
- ▶ Member of ACA International
- ▶ Proprietary FUSION collection system
- ▶ Web-based client access portal
- ▶ Robust compliance program



We have taken a forward thinking, proactive approach to compliance with Telephone Consumer Protection Act (TCPA) regulations and Consumer Financial Protection Bureau (CFPB) policies by making the investment in our CallMiner platform, our newest call analytics technology, as well as a robust compliance program which we have strengthened significantly through our recent transition to a brand new compliance software package, Compliance 360. We utilize the latest collection and data security technology available to the industry and our staff members are certified by ACA International.

### WHAT SETS PENN CREDIT APART FROM OUR COMPETITORS?

- 30+ years experience collecting government debts
- Professional collection staff trained in government debt collections
- Experience interfacing with a variety of government entities
- Long-term relationships with our continued clients
- Proprietary FUSION collection software developed and maintained in-house
- Hands-on leadership participating in regular strategy reviews

- Established corporate structure ensures effective communications between Penn Credit and the client
- Convenient web-based Remote Client Portal
- Regular meetings to evaluate trends, collection results, and program improvement based on joint review efforts and solutions
- Strict compliance with local, state, and federal collection laws
- Smooth transition of accounts via proven implementation processes
- Contact center voice analytics through CallMiner

### GROWTH AND SUCCESS

Penn Credit was recognized as a returning honoree in the 2017 Inc. 5000 list, a feature of the fastest-growing private companies in the United States. The Inc. 5000 list is ranked according to revenue growth over a three-year period. At Penn Credit, we see this as a testament not only to our financial stability and success in collections, but also our cohesive relations with clients and constituents alike.

*Please visit our Inc. 5000 profile for extended information:*  
[www.inc.com/profile/penn-credit](http://www.inc.com/profile/penn-credit)

### ACTIVE INDUSTRY PARTICIPATION

Penn Credit is an active member with **ACA International** (American Collectors Association) and our CEO/Owner, Donald C. Donagher Jr., is a member of ACA's invite-only Committee of 100. Further, Penn Credit is a founding member of the Institute for Collection Leadership (ICL). This is an advocacy and think-tank organization for large collection agencies. Their activities and programs complement and support those of ACA International.

Additionally, Penn Credit is pleased to have been granted the ACA International **"All In Award"** at the company level for 2018. This distinguished award was created to recognize individual, company, and ACA state or regional units deemed to have made the most significant contribution in advocating for the credit and collection industry. As a highly active member with ACA International, Penn Credit has always supported efforts at the state and federal level to further the interests of ACA members and their clients. This award further highlights Penn Credit's initiative within the industry while we continue to grow our company as a leader in collections.



### HIGHEST ETHICAL AND COMPLIANCE STANDARDS

Penn Credit is proud of its hard-earned reputation in the collection services industry as a leading firm with the highest ethical standards and dedication to collection law compliance. As a national organization, we employ a full-time compliance department to ensure that all collection programs, strategies, services and use of technology are conducted within the limits set forth by Federal, State, and Local laws and the business rules of our clients.

### CLIENT SUCCESS PROGRAM

Penn Credit has experienced great success by adapting a proactive mindset to our client relations approach. Our Client Success Team includes an assigned Local Liaison, Client Success Manager and Client Success Representatives. These individuals assist our clients with requests and inquiries while availing clients with access to regular dialogues regarding the quality of service they receive from Penn Credit.



### EXPERT COLLECTIONS STAFF AND TRAINING

At Penn Credit, customer service is a top priority. All collections staff members are strategically selected based on qualifications and aptitude, and are then trained to uphold our high standards by engaging in ongoing compliance and collections training. All agents will work in compliance with Federal, State, and local level regulations, as well as all client specifications. With Penn Credit, constituents are regarded with the highest respect by qualified collection experts while our streamlined procedures maximize collections.

### CUTTING-EDGE QUALITY ASSURANCE AND COLLECTION TECHNIQUES

As a leader in the collection industry, it is always Penn Credit's top priority to provide customized solutions that not only maximize recovery, but also strictly adhere to regulation and client policy. Penn Credit values your constituents and the relationship they have with the City, and we can assure you that our highly trained collection representatives are thoroughly prepared to **protect the image of Pembroke Pines** while seeking owed sums. Collection representatives undergo extensive initial and ongoing training to ensure optimal compliance and customer relations efforts.

Beyond this, all collection representatives are constantly monitored through **proactive monitoring platforms, including Quality Rocket and CallMiner**. With these programs, all constituent interactions are automatically recorded, transcribed, and monitored for non-compliant verbiage or escalating situations. Should a call raise a "red flag," management is instantly alerted for intervention. Combining this cutting-edge technology with a positive and dedicated staff, we are confident in our abilities to provide beneficial contact results.

With Penn Credit, you will receive solutions that use the latest and most effective technology. In addition to our comprehensive compliance package, Penn Credit also provides state-of-the-art contact methods, such as our **TCPA-compliant voicemail message drops**. Contacting constituent cellular devices using automated dialing equipment is a violation of federal law

(TCPA) unless prior approval is obtained from the constituent. Considering most entities do not have prior approval, Penn Credit uses this technology to leave a ring-less recorded message on the constituent's cell phone. It can also be used to supplement our other calling campaigns, particularly when no landline is available. This process puts us ahead of the curve, quickly and easily contacting constituents who might otherwise be unreachable without a landline.

#### PROJECT APPROACH WITH THE CITY

To truly be in partnership with the City, Penn Credit recognizes our duty to provide the City with an unsurpassed degree of responsiveness and transparency regarding our efforts and processes. Therefore, at all times, we are committed to providing:

- Regular consultations with the Project Manager and team members assigned to the City's account, reviewing/summarizing the results we are achieving, and answering any questions the City might have
- Dedicated internal Client Relations Staff who are fully trained on all City policies and is easily accessible by email or phone
- A user-friendly, web-based remote access portal that allows the City to readily access accounts on our collection system
- Meaningful, accessible and easy-to-read performance reports

#### PROJECT MANAGEMENT METHODOLOGY

Penn Credit will service the City's accounts by utilizing the latest collection strategies, within the limits set forth by local, state, and federal laws, as well as the business rules of our clients, to deliver results that improve our clients' bottom line through accelerated cash flow and maintaining positive relations with the constituent. **Our ultimate success is attributed to the use of technology to improve the collection process and a strong commitment to service and client relations.** Our proposed collection plan for the City includes the use of our proprietary "waterfall" skip tracing technology, the use of strategic contact methods via literature and our highly-trained collection staff, as well as the respectful negotiation of convenient payment options for every constituent.

Penn Credit's top-notch collection staff, qualified and experienced managers, and outstanding IT department all work in concert to **ensure the City's satisfaction as a client through superior service and responsiveness.** We are prepared to work with the City throughout the contract term in an effort to enhance the quality of results and service it receives.

**CONFIDENTIAL**





**CONFIDENTIAL**



**CONFIDENTIAL**



**CONFIDENTIAL**



**CONFIDENTIAL**



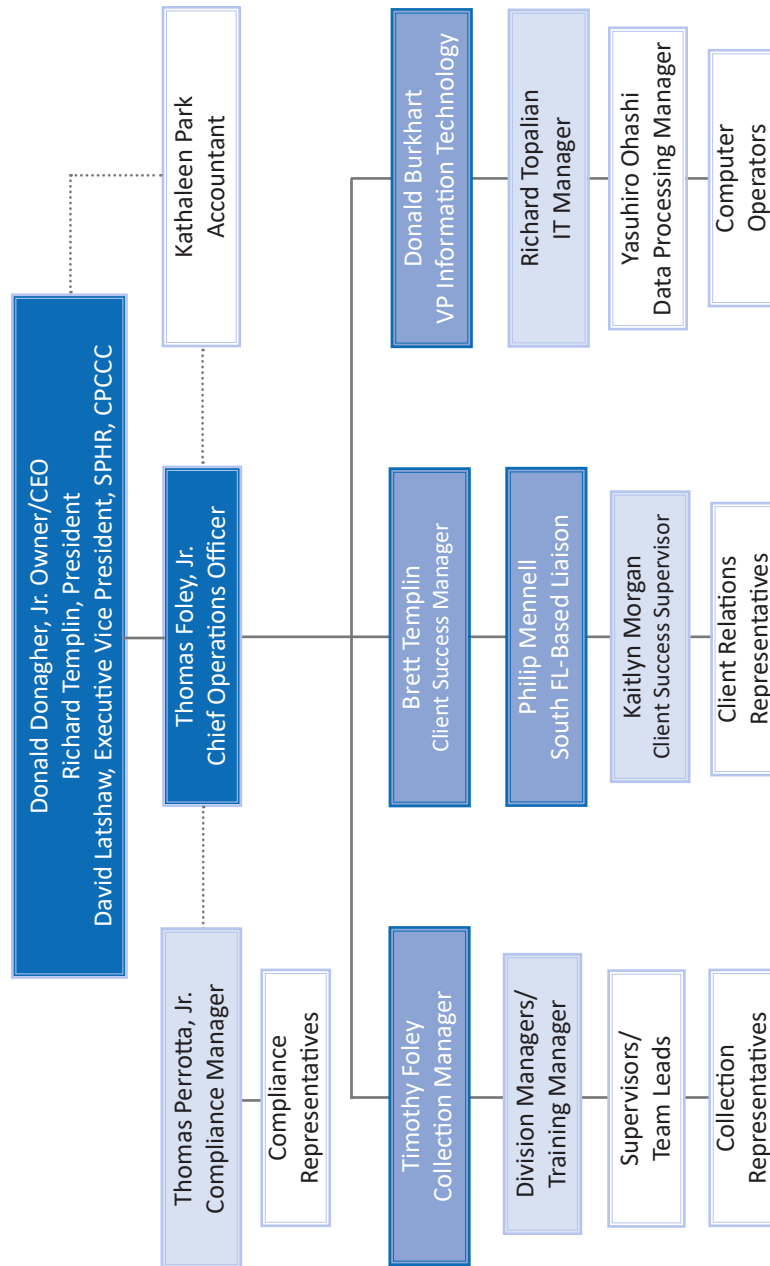
## TAB 4 - PERSONNEL

*1) Provide an organizational chart showing all key personnel, including their titles, whom will perform any work on the Contract. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants.*

Please see the following page.



# PennCredit Organizational Chart



## Contact

800.800.3328  
www.PennCredit.com

## Location

2800 Commerce Drive, Harrisburg, PA 17110

*2) Describe the experience, qualifications, and other vital information, including relevant experience on similar contracts, of all key individuals and subcontractors or subconsultants who will perform work on the Contract. This information shall include functions to be performed by the key individuals and the subcontractors or subconsultants.*

## PROJECT TEAM

Listed below are the key staff members who will continue to oversee this project. The City will find our staff responsive and our processes to be streamlined and highly efficient, minimizing the amount of time and oversight required by your personnel. Each member is fully equipped and committed to working with the City.

### **Tom Foley, Chief Operating Officer**

Mr. Foley has had a truly unique experience in his more than 30 years in the collection industry. He began his career with Penn Credit as an intern and successfully assumed a number of increasingly responsible positions that prepared him well for his present role as Chief Operations Officer. Over the course of his career, Mr. Foley has gained extensive background and experience in managing a wide-variety of debt portfolios.

Mr. Foley is responsible for planning, prioritizing, organizing, coordinating, directing, and facilitating the day-to-day operational activities of Penn Credit's line operating departments and the actual attainment of all established business goals.

### *Responsibilities*

- Authorized to bind agency contractually and make executive decisions related to contractual obligations
  - Manages all skip tracing resources, call automation, call analytics and collection support vendors
  - Analyzes and implements any unique requirements needed to ensure the success of the project and contractual compliance
  - Responsible for any emergency/DR operations
- .....

### ***Brett Templin, Client Relations Manager (Project Manager)***

Mr. Templin has been a member of the Penn Credit family since 1994. While still in high school, he served as a summer intern and over the past 24 years he has worked in a number of other positions in various company departments. He received his B.A. in Business Management from the University of West Chester, in West Chester, Pennsylvania.

In his role as Client Relations Manager, Brett is responsible for providing the highest level of service and responsiveness to each and every one of Penn Credit's clients. Such activity may range from a simple request a client may have to researching and resolving infinitely more complex technical matters. His specific responsibility is to monitor and manage any client concerns with the utmost urgency. In so doing he must ensure a careful, logical and methodical progression analysis that benefits both our clients and Penn Credit.

#### ***Responsibilities***

- Ensure that client service requests and needs are being met and correspond regularly with our South Florida representative, Philip Mennell
- Participates in meetings and conference calls with the City related to service and collection performance

---

### ***Philip Mennell, Account Executive (South FL-Based Liaison)***

Penn Credit's South Florida-based representative, Phil Mennell, will be available to meet with the City in-person during the start-up phase to review existing data transfer processes and account settings between Penn Credit and the City. Phil Mennell will continue to be the local representative to the City through the life of the contract.

Mr. Mennell possesses 10+ years of Florida government/municipal collection experience and demonstrates active involvement/membership in numerous Florida organizations. This includes the Florida Association of Court Clerks and Comptrollers (FCCC) and the Florida Parking Association (FPA). Further, he regularly attends various national government conferences.

#### ***Responsibilities***

- Participates in process of implementation including conference calls and meetings
  - Meets regularly with City staff both in-person and via conference call
  - Provides training regarding Penn Credit's Remote Client Access Portal
-

### ***Donald Burkhart, Vice-President of Information Technology***

Mr. Burkhart has been associated with the collections industry for more than 25 years. He began his career with Penn Credit as a Computer Programmer where his primary focus was on the development of customized collections software. The dimensions of his position and corresponding responsibilities increasingly grew as technology advanced and the demands of the collections industry grew.

Don currently holds the position of Vice President of Information Technology. In this capacity his responsibilities include managing the IT Department, advanced programming, network administration, web design, operational analysis, special projects, technical assistance to sales and client relations, and advisor to executive management on systems and technology integration and advancement.

#### ***Responsibilities***

- Ensures that communication and transfer of information between the City and Penn Credit remains accurate and timely
- Maintains Penn Credit's client access portal and web payment portal
- Performs modifications to existing Penn Credit technology promoting advancement of software and hardware capability
- Develops customized software and reporting as needed to ensure contract success

### ***Timothy Foley, Collection Manager***

Mr. Foley began his career with Penn Credit in the summer of 1992 as a summer intern. He later became a full-time loop collector, and was promoted to his first collections supervisory position in 1995. In 1998, Mr. Foley was promoted to Assistant Collections Manager. In 2001, he became a licensed Collections Manager for the States of Michigan and Tennessee and shortly thereafter was again promoted to his present position of Collections Manager.

An ACA-certified collector, Tim has been certified through ACA International's Trainer Specialist Program (TSP), enabling him to train Penn Credit's collection management and representatives in professional collection techniques as specified by ACA International. Receiving this certification is part of Penn Credit's goal to have each member of the collection staff receive the ACA's Professional Collection Specialist (PCS) designation.

#### ***Responsibilities***

- Oversees collection staff and ensures best practices by managing the review of phone calls both live and recorded
- Provides staff handling City accounts with the resources and training to succeed
- Participates in meetings and conference calls with the City related to collection performance

### **Thomas Perrotta, Corporate Compliance Manager**

After receiving a B.S. at California University of Pennsylvania, Mr. Perrotta started his career with Penn Credit in 2008, amounting to nearly 10 years of collections experience. Throughout this time, he has successfully served as a Collection Supervisor, an Office Manager at Penn Credit's State College (PA) location, and the Collection Division Manager at Penn Credit's Headquarters in Harrisburg (PA), until finally transitioning to the Corporate Compliance Manager position he holds today.

Mr. Perrotta has been certified by ACA International as a Credit and Collection Compliance Professional (CCCCP), a Trainer Specialist, and a Collector.

### **Responsibilities**

- Oversees Corporate Compliance Program
- Reviews and evaluates compliance matters and conducts regular on-site audits at Penn Credit facilities
- Monitors and reports results of compliances efforts
- Maintains federal, state, and local collection law adherence
- Performs contract review and regulatory compliance

### **PROJECT TEAM EXPERIENCE**

Please see Tab 3, #7 for a detailed listing of the proposed project team's experience supporting similar contracts.

*3) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any subcontractors or subconsultants.*

Please see the following pages.

*4) List names and addresses of all first tier subcontractors, sub-consultants, or suppliers, who will perform and/or provide for the Contract.*

N/A



## Thomas F. Foley, Jr.

### *Chief Operating Officer*

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#### RESPONSIBILITIES:

- Plans, prioritizes, organizes, coordinates, directs and facilitates the day-to-day operational activities of Penn Credit's line operating departments
- Attains all established business, collection, sales, client service and profitability goals
- Defines and determines opportunities for enhanced automation and efficiency
- Ensures Penn Credit's continued interpretation, understanding, and compliance with all federal and state regulations, statutes, and bankruptcy laws, the FDCPA and all other applicable laws governing collection agency activities

#### EDUCATION:

- Mechanicsburg Area High School, Mechanicsburg, PA

#### EXPERIENCE:

- |  |                |
|--|----------------|
| • Chief Operating Officer, Penn Credit Corporation   | 2007 – Present |
| • Senior VP of Operations, Penn Credit Corporation   | 2000 – 2007    |
| • Operations Manager, Penn Credit Corporation        | 1990 – 2000    |
| • Collection Representative, Penn Credit Corporation | 1988 – 1990    |
| • Mail Room/Clerical Clerk, Penn Credit Corporation  | 1987 – 1988    |

#### ACCOMPLISHMENTS:

- Founding member of the Information Access Technologies (IAT) Vendor Advisory Council on Dialer Technology Development. The goal of this group is to represent the more than 300 users nationwide of IAT's dialing solutions and also to find new ways to enhance existing products and create new ones.



## **Brett Templin**

### *Client Relations Manager*

---

#### **RESPONSIBILITIES:**

- Reviews all client setup documentation and performs QA checks during implementation
- Monitors Client Representatives to ensure all requests are being answered in a timely manner
- Strengthens communication between Penn Credit and the client to assure that the highest level of service is being provided
- Monitors the processing of bankruptcies and payments on a daily basis
- Coordinates with the client and Penn Credit personnel to resolve requests or issues as needed

#### **EDUCATION:**

- BA, West Chester University, West Chester, PA
- Mechanicsburg Area Senior High School, Mechanicsburg, PA

#### **EXPERIENCE:**

- |  |                |
|--|----------------|
| • Client Relations Manager, Penn Credit Corporation      | 2007 – Present |
| • Procurement Supervisor, Penn Credit Corporation        | 2004 – 2007    |
| • Client Service Representative, Penn Credit Corporation | 2001 – 2004    |
| • Clerical Clerk, Penn Credit Corporation                | 1996 – 2001    |
| • Mailroom Clerk, Penn Credit Corporation                | 1994 – 1996    |

#### **ACCOMPLISHMENTS:**

- Project lead for establishment of on-site personnel at two of Penn Credit's court clients
- Successfully implemented Penn Credit's "Client Success Program" in 2016, a restructured approach to client on-boarding and ongoing client relations support



**Phil Mennell***Account Executive, Southern Florida-Based Liaison*

---

**RESPONSIBILITIES:**

- Participates in process of implementation including conference calls and meetings
- Meets regularly with client staff both in-person and via conference call

**EDUCATION:**

- Extensive sales and management training seminars through Penn Credit and Braman Motorcars
- Cardinal Newman High School

**EXPERIENCE:**

- 
- Account Executive, Penn Credit Corporation 2008-Present
- Sales Representative, Braman Motorcars 2005-2008

**ACCOMPLISHMENTS:**

- Involvement/Membership in several Florida organizations, including FGFOA (Florida Government Finance Officers Association), FPA (Florida Parking Association), and Florida Association of Court Clerks and Comptrollers (FCCC)
- AAHAM (American Association of Healthcare Administrative management), Member of Florida Sunshine Chapter, Georgia Chapter, and National Chapter
- Serve on the Board of Directors for the Florida Sunshine AAHAM Chapter managing Corporate Sponsorships; increased corporate sponsorship 20% each year since taking over the position in 2013.
- Member of HFMA (Healthcare Financial Management Association), Florida Chapter, Georgia Chapter and National Chapter; involved in two committees, Education and Corporate Sponsorship for the Florida Chapter of HFMA
- Chair for Education in South Florida for HFMA

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**PennCredit***Service • Integrity • Results*

**Donald E. Burkhart**  
*Vice-President of Information Technology*

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**RESPONSIBILITIES:**

- Manages and directs the Information Technology Department's response to any advanced or other identified programming needs or requirements
- Works with client Information Technology representatives to coordinate data transmission
- Provides technical assistance and direction to the Client Relations Department in response to any operational requests
- Responsible for all third-party audits and certifications including: PCI-DSS Compliance; SSAE 18 SOC 1 Type II; SOC 2; HIPAA Compliance; and Federal Information Security Management Act (FISMA)

**EDUCATION:**

- Associates in Arts, Central Pennsylvania Business School, Harrisburg, PA
- Microsoft Certified Systems Engineer
- Microsoft Certified Professional

**EXPERIENCE:**

- |   |                |
|---|----------------|
| • VP of Information Technology, Penn Credit Corporation | 2009 - Present |
| • Senior Systems Engineer, Penn Credit Corporation      | 1998 - 2009    |
| • Systems Analyst, Penn Credit Corporation              | 1995 - 1998    |
| • Computer Programmer, Penn Credit Corporation          | 1991 - 1995    |
| • Programmer, US Computer Corporation                   | 1989 - 1990    |

**ACCOMPLISHMENTS:**

- More than 25 years of collection industry experience
- Responsible for creating/maintaining the Internet portal for consumers to resolve their accounts
- Developed and continues to revise our remote access portal for Penn Credit's clients and further enhanced electronic reporting capabilities
- Expanded Penn Credit's corporate boundaries via new branch offices by being able to connect these remote users to our internal network infrastructure



## Tim Foley

### *Collections Manager*

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#### RESPONSIBILITIES:

- Hires and provides training to new employees; enforces all policies and procedures
- Responsible for all assistant collections managers, and collection supervisors
- Responsible for establishing collection goals and projections; observes all day-to-day collection activities
- Manages all reporting and forecasting for individual collections and clients; performs client and collection audits

#### EDUCATION:

- Harrisburg Area Community College
- Mechanicsburg Area Senior High School, Mechanicsburg, PA

#### EXPERIENCE:

- |   |              |
|---|--------------|
| • Collection Manager, Penn Credit Corporation           | 1999-Present |
| • Assistant Collection Manager, Penn Credit Corporation | 1998-1999    |
| • Collection Supervisor, Penn Credit Corporation        | 1996-1998    |
| • Collection Agent, Penn Credit Corporation             | 1992-1996    |

#### ACCOMPLISHMENTS:

- Licensed collection manager in the State of Michigan
- Licensed collection manager in the State of Tennessee
- ACA Professional Collection Specialist
- Certified through ACA International's Trainer Specialist Program (TSP); certified to train collection management and representatives in professional collection techniques as specified by ACA International





## Thomas J. Perrotta

### Corporate Compliance Manager

---

#### RESPONSIBILITIES:

- Oversees Corporate Compliance Program
- Reviews and evaluates compliance issues
- Receives and directs compliance issues to appropriate resources for resolution
- Monitors and reports results of compliance efforts
- Maintains federal, state, and local collection law adherence
- Performs contract review and regulatory compliance

#### EDUCATION:

- Bachelor of Science, California University of Pennsylvania, California, PA

#### EXPERIENCE:

- |   |                |
|---|----------------|
| • Compliance Manager, Penn Credit Corporation           | 2016 - Present |
| • Collection Division Manager, Penn Credit Corporation  | 2013 - 2016    |
| • State College Office Manager, Penn Credit Corporation | 2010 - 2013    |
| • Collection Supervisor, Penn Credit Corporation        | 2008 - 2010    |

#### ACCOMPLISHMENTS:

- ACA International Certified Credit and Collection Compliance Professional (CCCP)
- ACA International Certified Trainer Specialist
- ACA International Certified Collector
- Developed additional contract review and approval procedures



## TAB 5 - COLLECTION METHOD/APPROACH

*1) Describe methods employed and processes used to collect on debts as described in this Solicitation, including the timeframe for letters, phone calls etc.*

### **PENN CREDIT'S CUSTOMIZED WORK FLOW**

Penn Credit's collection work flow is defined by the evolving accounts receivable needs of our clients and refined by **Penn Credit's years of expertise in the field of government and municipal debt recovery**. This synchronization of committed client service and industry know-how has resulted in an unparalleled collection program.

From account placement and verification, through the processes of skip tracing and constituent contact, to payment and remittance, Penn Credit's procedures have been tested, stream-lined, and enhanced for the greatest results. Upon award of contract, Penn Credit will review all existing policies, collection strategies, and data exchange requirements with the City. Once approved, Penn Credit can immediately begin collection services.

### **PROACTIVE ASSIGNMENT OF ACCOUNTS**

In order to promote the greatest degree of efficiency among collectors, Penn Credit's collection system utilizes account routing parameters based on account classification and balance range. Management actively monitors the call lists for our automated dialing collectors and the work queues for our assigned account loop collectors on a regular basis, ensuring that the volume of accounts is not larger than appropriate. Collectors and supervisors work as a team, assisting one another with incoming calls and resolving disputes when required. This flexible and cooperative environment ensures that production levels are being met and constituent service levels are being exceeded.

### **MAXIMIZED CONTACT CAPACITY**

Together, our automated dialing systems can generate 1,000 calls per minute and more than 700,000 attempts per day. All "busy signal" calls are redialed every fifteen minutes, and "no answer" calls are redialed every two hours up to the time allowed by the federal and state regulations. Repeat calls are made every three (3) days after contact with no account conclusion. Management also staggers call times throughout the day and rotates dialing platforms to optimize high constituent contact.

## PENN CREDIT'S FOUR PRIMARY CALLING STRATEGIES

Penn Credit has four primary calling strategies at our disposal: a proprietary automated calling/payment system, a predictive dialing platform, a Confirmed Party Contact system, and our loop collection protocol.

01

### PREDICTIVE DIALING PLATFORM INCREASES PRODUCTIVITY

This predictive dialing platform anticipates the availability of the collector's next call and adjusts dialing volumes accordingly so that the answering party is immediately transferred to an available collector. This method ensures the party is unaware that he/she has been on an automated call and is more willing to begin discussions with the collector. This system allows one (1) collector to contact up to 35 constituents an hour, effectively and efficiently increasing Penn Credit's "collector to constituent" ratio.

02

### DAVIS (DIGITIZED AUTOMATED VOICE INTELLIGENCE SYSTEM)

This system utilizes Interactive Voice Response (IVR) technology and makes calls from 9 a.m. to 9 p.m. in the time zone where the constituent resides. Upon contact, constituents are provided with their account information and available payment options. While using the DAVIS system, the constituent has the ability to speak to a live collector at any time by following the instructions built into the system. Additionally, DAVIS is capable of providing constituent interaction in both Spanish and English to aid bilingual collection needs.

03

### CONFIRMED PARTY CONTACT VERIFIES CONSTITUENT IDENTITY

Our Confirmed Party Contact system builds upon the aforementioned technologies (primarily, the DAVIS system) by prompting a qualification question, which allows us to verify that the individual who answers the call is the constituent. The call is then immediately transferred to an available collector, allowing our collection team to communicate directly with the Confirmed Party.

*See the following page.*

## 04

**LOOP COLLECTION PROTOCOL INCREASES LIKELIHOOD OF REPAYMENT**

This collection practice assigns ownership of accounts to individual collectors, making these collectors responsible for the collection of the account. The collector to whom the account is assigned performs the majority of collection activity on the account, including all skip tracing required. The collector has access to several online resources to acquire new contact data. This loop method creates a relationship between the collector and constituent, promoting a more cooperative series of exchanges and increasing the likelihood of repayment. To further the efficacy of the loop collection protocol, a direct toll free number is included on all letters sent to the constituent.

Loop collectors notate in the collection system what has been accomplished after working an account; they also have the ability to tag a specific priority based on the outcome. This process drives Penn Credit's organization of the work schedule, for example:

- *Payment Arrangement Established:* The account is tagged as a payment plan priority and is grouped with other payment plan accounts for monitoring through payment in full by the collector. Should a payment plan be broken, the collector is alerted by the collection system and immediate follow up will occur.
- *Follow Up Appointment:* The account is tagged as a priority for the collector to follow up at a specific date and time. The collector is alerted to any follow-up appointment by a system generated notification.
- *Difficult to Reach:* The account is tagged as a difficult to reach priority if the collector has determined that they are calling the best possible phone number available, though they have not obtained constituent contact. These accounts receive calls at varied times by the loop collector and automated dialing collectors.
- *Skip Tracing:* The account is tagged as a skip tracing priority when additional contact information is needed to reach the constituent. To maximize constituent contact, the collector performs the majority of skip tracing during non-peak hours.

While the loop method is highly successful, other calling strategies are used concurrently to work these accounts, complementing the loop collection system.

### ADDITIONAL CONTACT METHODS

Penn Credit utilizes TCPA-compliant Voicemail Message Drops to deliver a message into a constituent's cellular voicemail. We also utilize a vendor to score and assist with verifying cell phone ownership, ensuring we have the correct person. This additional outbound contact strategy efficiently drives callbacks to Penn Credit.

### TELEPHONE CONTACT IS ESSENTIAL

Penn Credit's contact with constituents via telephone is essential to Penn Credit's successful recovery process. Our calling platforms combine the speed and efficiency of automated calling with **compliance for all local, state and federal law**. While incoming calls are instantly transferred to available collectors, the calling system also guarantees that all outbound calls are within guidelines established by federal and state law, ensuring that no phone calls are made before or after approved hours.

Penn Credit's telephone systems also have numerous quality assurance mechanisms:

- Management has the ability to monitor collection calls by listening to, participating in, and even taking over of the call when necessary
- A call/screen shot recording system captures every phone call and collector computer screen for archival and quality control purposes
- Multilingual capabilities, the DAVIS system allows the user to interact in English and Spanish; further, collectors can easily transfer a call to a collector who speaks the appropriate language.

While the main purpose of constituent contact is to collect a debt, Penn Credit also takes each constituent contact as an opportunity to maintain the relationship the constituent has with the City. Penn Credit's collectors are trained not only to obtain payment-in-full in every possible scenario, but also to prevent disputes, escalations, and complaints. It is in the best interest of all parties that each attempt at recovery is polite, professional, and proactive—imbuing a potentially unpleasant situation with a more productive agenda and empathetic tone.



*A Penn Credit contact center*



### EXTENSIVE CONTACT CENTER HOURS

Penn Credit collection offices are operational for a total of 77 hours each week.

Staffed Collection Hours		
Day	Start	Collectors End
Monday	8:00 A.M. EST	11:00 P.M. EST
Tuesday	8:00 A.M. EST	9:00 P.M. EST
Wednesday	8:00 A.M. EST	9:00 P.M. EST
Thursday	8:00 A.M. EST	11:00 P.M. EST
Friday	8:00 A.M. EST	9:00 P.M. EST
Saturday	8:00 A.M. EST	4:00 P.M. EST

### PAYMENT CONSIDERATIONS

Payment in full is requested by Penn Credit collectors on each and every contact on all accounts. Should the constituent not be able to make a full payment, our representative will begin qualifying the constituent through several financial questions to determine sources and levels of income, payday frequency, and other debts/obligations. The collector will use this information to determine a fair and reasonable payment plan (in the absence of contractual obligations) for the constituent and that will ensure the City recovers the debt.

Our collectors generally follow a standard guide when setting up payment agreements and typically aim for a 30% down payment. This guide is adjustable to meet the City's needs and guidelines, as necessary.

Payment Scheduling			
Debt Amount	Schedule	Debt Amount	Schedule
\$35 or Less	Payment in Full	\$501-\$900	5 Payments
\$36-\$75	2 Payments	\$901-\$1,350	6 Payments
\$76-\$150	3 Payments	\$1,351 and Greater	7 Payments
\$151-\$500	4 Payments		

Collectors make sure that constituents understand that they must stick to the agreed-upon payment plan or the entire amount is due. Penn Credit's internally developed collection system automatically identifies accounts for which a payment has not been submitted within 24 hours after the payment due date. The system notifies the appropriate collector who then immediately follows up by contacting the constituent.

**All plans and postdated check or credit card agreements generate automated letters** prior to each due date so the constituent does not forget.


### CONVENIENT AND SECURE PAYMENT OPTIONS

Penn Credit places great emphasis on the importance of recovering the City's portfolio. All payments will be transacted in a secure manner and as a PCI-DSS Level 1 certified company, Penn Credit will ensure that all cardholder data we process is safe and secure at all times. Penn Credit provides the following payment options:

- **Credit Card By Phone:** We can accept MasterCard, Discover and Visa credit cards with the ability to specify a specific date for the transaction (or re-occurring if payment plan).
- **Check By Phone:** Penn Credit can specify a specific date for the transaction (or re-occurring if payment plan).
- **Cash Payments - PayNearMe, Western Union & MoneyGram:** Constituents pay their account at numerous convenience store or retail locations allowing us to post payment the same day.
- **Mail Payments:** Constituents may pay via check, money-order or credit card using the included return envelope.
- **Internet:** Constituents may access our on-line payment system 24 hours a day/seven days a week, and may make check or credit card payments on their accounts at [www.penncredit.com](http://www.penncredit.com). Penn Credit's web payment portal system allows a constituent to pay an account in full, accept a settlement offer (with City approval), or set up a payment arrangement. All customer activity is tracked for added security. Further, the website is Smartphone compatible.

*Please see the following page for screenshots of our updated payment portal.*




[Account Summary](#)
[Pay Account](#)
[View Payment Schedule](#)
[Dispute Account](#)
[Contact Us](#)
[Terms & Conditions](#)
[Q&A](#)
[Sign Out](#)

**Payment Option Selected**

- Payment Arrangement

Please contact our office if you are unable to meet the offers listed.

**Select a start date, an offer and a payment method**

**Payment Date**  
 Apr 5, 2018

**Offers**  
 — select an offer —

**Method**  
☐ Credit Card ☐ Check

Continue

Cancel

**Selected Accounts**

Amount to pay	Creditor	Account #	Service Date	Balance
\$100.00	ABC Client	1234	Apr 1, 2018	\$100.00

**4 Bi-weekly Payments**


Date	Amount
Apr 5, 2018	\$25.00
Apr 19, 2018	\$25.00
May 3, 2018	\$25.00
May 17, 2018	\$25.00

**2 Monthly Payments**

Date	Amount
Apr 5, 2018	\$50.00
May 7, 2018	\$50.00

**1 Monthly Payment**

Date	Amount
May	\$100.00


[Account Summary](#)
[Pay Account](#)
[View Payment Schedule](#)
[Dispute Account](#)
[Contact Us](#)
[Terms & Conditions](#)
[Q&A](#)
[Sign Out](#)

**Payment Options Selected**

- Pay in full by credit card




**Selected Accounts**

Amount to pay	Creditor	Account #	Service Date	Balance
\$100.00	ABC Client	1234	Apr 1, 2018	\$100.00

**Enter Payment Information**

**Payment Date**  
 Apr 5, 2018

**Amount**  
 \$100.00

We accept   

**Name (as it appears on your card)**  
 Enter the card holder name

**Card number (no dashes or spaces)**  
 Valid Card Number

**Expiration**  
 — Month — — Year —

**Security Code (?)**  
 123

By checking the box below, you are providing Penn Credit and its financial institution with authorized consent to process your debit/credit card as agreed upon and within the parameters of the payment plan option chosen. By checking the box below, you also confirm that you are authorized to use the payment information provided and that you are authorized to perform this transaction as, or on behalf of the responsible party to the debt.

Click to confirm payment ☐

Submit Payment

Cancel

### MEANINGFUL LETTER SERIES IMPACTS COLLECTIONS

Penn Credit's series of collection letters is designed in a specified sequence, to be delivered at particular times, and according to specific circumstances; thereby generating meaningful communication with the constituent. A simple validation letter begins our collection efforts, and we recognize that this initial interaction must be done effectively to prompt payment. All letters are informative, easily understood, and available in non-English languages as well. The delivery of these letters is designed to correlate with future contact attempts and improve recovery results. For instance, a collection contact followed by one of our meaningful, well-timed letters offers a better collection impact than a standalone collection notice.

Our letter series includes the initial validation notice and progressively more demanding follow-up letters. The initial demand letter has three main purposes:

- To advise the constituent that the account has been assigned to Penn Credit
- To provide notice of the constituent's rights established by the FDCPA and applicable state laws
- To prompt payment

Accounts with active payment plans will continue to receive monthly letters, and those with a post-dated check plan receive a regulated reminder notice prior to the process date.

Penn Credit will obtain the City's approval of all collection letters prior to their use and we will obtain the City's written approval before making any changes to collection letters sent out to constituents. We have the capability of sending double-sided letters in English and Spanish.

*Sample collection letters have been provided under Tab 5, #2.*

### AUTOMATED SKIP TRACING

Successful skip tracing is an essential part of Penn Credit's collection strategy; therefore, we subscribe to a wide range of skip tracing products and national databases (Lexis/Nexis, CBC Innovis, and TransUnion). After the initial placement, accounts are "scrubbed" for address verification through National Change of Address (NCOA), phone append, and deceased/bankruptcy verification. Once the account information is confirmed, the collection process begins; however, if at any time the contact information is determined to be incomplete or incorrect, the account is placed in our automated "Waterfall" skip tracing process.

Each step in this waterfall process utilizes a new skip tracing product and is rotated weekly to maximize effectiveness. Going forward, the steps and information provided are progressively more intensive and detailed than the previous attempts. The account proceeds step-by-step until the appropriate information is obtained and successful contact is made with the constituent. Penn Credit's waterfall skip tracing program may be utilized at any point during the collection process, ensuring that Penn Credit maintains contact with constituents until the owed sum has been recovered.

Our skip tracing vendors and their products are reviewed for performance on a regular basis and we are continuously adding and evaluating new products and strategies. Some of our vendors include the following:





### MANUAL LOOP COLLECTION SKIP TRACING

In addition to our automated methods, Penn Credit's loop collectors manually skip trace as necessary. Our assigned account loop collectors are provided with dual wide screen monitors and have access to several Internet-based skip tracing resources at their work stations, enabling them to perform individual skip tracing.

**TLOxp®** This is an online skip-tracing tool that collectors use in attempting to locate a skipped constituent. This tool provides credit bureau "header" information from TransUnion, social security verification, address verification, phone number verification, reverse look-up, same names, and same addresses if listed under a different name.

Penn Credit also has the following search functions at our disposal for manual loop collectors:

- Asset Verification
- State Corporation Information
- License Records
- Motor Vehicle Records
- Tax Assessment



*A screen shot of TLOxp has been provided on the following page.*





**Main Page** | **People** | **Business Plus** | **Courts** | **Assets**

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**Advanced** | Expert Plus | Expanded Expert | Deceased | Phones | Emails | Licenses

---

## Advanced Search People

 INFORMATION & COVERAGE
  VIDEO E-TRAINING

Last Name <input type="text"/>  <small>Last Name Sounds Like <input type="checkbox"/></small>  Address (or just street name, building name, community name) <input type="text"/>	First Name <input type="text"/>  <small>Exact First <input type="checkbox"/></small>  Middle Name <input type="text"/> [One Line Entry]	DOB <input type="text"/> <small>12/27/1987 or 12/27 or 1987</small>  Age Range <input type="text"/> - <input type="text"/>  SSN <input type="text"/>
Zip, Zip 9, City, County, or State <input type="text"/>	Phone (10 or 7 digit) <input type="text"/>	DL, Email, Domain, or IP <input type="text"/>
TLO Person ID: <input type="text"/>		

Date Range Seen at Address  to  Radius (from location)  Miles

Expand Search if Subject not Found ☒

Your Reference ID:

Search Results Layout  
☐ Classic ☒ Locate ☐ Basic  
3 different views for the price of 1 search

Results Per Page 50

Send us Suggestion    User Tips - PDF (last update 04/30/2013)

Clear

Search

FOR COLLECTIONS PURPOSES ONLY  
 version 2.17A - 09/08/2014



*Penn Credit will utilize the following approach to collect the City's receivables.*

### PENN CREDIT'S COLLECTION PROCESS



## COLLECTION PROCEDURE:

### ACCOUNT PLACEMENT AND SCRUBBING

- Accounts are electronically transferred into an automated process and “scrubbed” for the following:
  - Standardization of name and address for postal regulation requirements
  - Name and address are processed through National Change of Address (NCOA)
  - Phone Append
  - Cell Phone Scrub (initial and on-going daily)
  - Bankruptcy and deceased scrub
- Validation notices are automatically sent for accounts with good addresses

### INITIAL CONTACT ATTEMPTS

- All accounts (regardless of balance) receive call attempts by our automated dialing platforms:
  - Predictive Dialing
  - Confirmed Party Contact
  - DAVIS (IVR)
  - Manual Dialing Strategies and voicemail “message drops” used to contact cell phones
- These platforms ensure calls are being made at the correct frequency to provide the necessary pressure to motivate payment while maintaining industry compliance standards
- Larger balance accounts are also assigned to and receive calls by a dedicated loop collector

### FOLLOW-UP STEPS

- If a message is left, follow-up occurs in 3-4 days depending on state law
- Upon contact with the constituent, if payment in full or a satisfactory payment plan is not possible, follow-up calls are made every 3-4 days
- If contact is unsuccessful, attempts are made to reach the constituent at varying times throughout the day
- Accounts with invalid phone numbers/addresses are placed in our automated “Waterfall” skip tracing process utilizing multiple nationwide databases, which are rotated weekly
- Loop collectors perform additional skip tracing on their accounts through web-based resources to locate current constituent contact information

### ACCOUNT PLACEMENT

NCOA UPDATE

PHONE APPEND  
CELL PHONE SCRUB

DECEASED SCRUB

BANKRUPTCY SCRUB

AUTOMATED SKIP  
TRACING PROCESS

### CONTINUED ATTEMPTS

- Repeated attempts and additional resources are utilized to obtain payment in full or set up a City-approved payment schedule
  - Additional letters sent as needed, based on the collection process
  - Collectors may begin calling the constituent's place of employment if unable to make contact at the constituent's residence
  - Expanded skip tracing efforts - every week, accounts with invalid phone numbers are placed in our automated "Waterfall" skip tracing process, utilizing multiple nationwide databases weekly
  - Automated dialing platforms and loop collectors continue calls every 3-4 days
- Reminder letters are sent monthly for accounts with established mail-in payment arrangements and for post-dated check/credit card notifications

#### PAYMENT ARRANGEMENTS NOT MADE

#### WRONG NUMBER/ADDRESS

*Skip tracing Waterfall immediately and/or manual lookup*

#### ADDITIONAL COLLECTION NOTICES

#### PHONE CONTACT CAMPAIGN CONTINUES

#### ACCOUNT CLOSED AND RETURNED BASED ON CLIENT SPECIFICATIONS

### ONGOING EFFORTS

- Accounts remain active on Penn Credit's system and receive phone attempts and additional letters as new contact information becomes available through our skip tracing processes
- Regular exchange of placement and update files occur between Penn Credit and the City according to City requirements
- All funds collected by Penn Credit are remitted as requested by the City
- **Regular in-person meetings occur between Penn Credit and the City to ensure open lines of communication and project success**

Waterfall Skip Tracing - A progression of the use of our skip tracing vendors and products, moving from step to step until the appropriate information is located.



2) Provide sample copies of letters and notifications sent to debtors as an Exhibit to the RFP.



Hours: Mon-Thur 8am-10pm EST  
Fri 8am-8pm, Sat 8am-12pm EST

Phone: 800-900-1380

NOTICE OF COLLECTION

MM/DD/YYYY

CLIENT: [Client Name]  
ID NUMBER: [Account Number]  
TOTAL BALANCE DUE: [\$###.##]



Our client has referred your delinquent account(s) referenced below for collection. Our client is serious about collecting all monies owed them and I am sure your intentions are to honor your debt. Send payment using the enclosed envelope or you may go online to <http://account.penncredit.com> to make payment, or contact our office to pay over the phone. Contact our office if you are unable to pay the amount due.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. The important rights included above apply to each account individually and you have the right to dispute any or all of the accounts included in this notice. In the event you choose to exercise your important rights included above, please indicate which account(s) you are disputing.

SERVICE RENDERED	SERVICE DATE	ACCOUNT NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[#####]	[\$###.##]



DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O. Box 1259, Department 91047  
Oaks, PA 19456  
CHANGE SERVICE REQUESTED



IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW			
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> AMERICAN EXPRESS
CARD NUMBER		EXP. DATE	
SIGNATURE		AMOUNT	

Visit <http://account.penncredit.com> to pay your bill online.

91203 - 94

#BWNJHBY  
#9042732612990084#

[Debtor Name]  
[Address Line One]  
[Address Line Two]



ID NUMBER: C0314108

Penn Credit Corporation  
2800 Commerce Drive  
Harrisburg, PA 17110



91203-CBPPA-94



Hours: Mon-Thur 8am-10pm EST  
Fri 8am-8pm, Sat 8am-12pm EST

Phone: 800-900-1380

# NOTICE OF COLLECTION

MM/DD/YYYY

CLIENT: [Client Name]  
ID NUMBER: [Account Number]  
TOTAL BALANCE DUE: [\$###.##]



## Request for Payment

Failure to contact our office leads us to believe that you do not have intentions of resolving your just debt.

If you are unable to pay in full, settlements and/or payment arrangements may be available. We will do our best to work with you.

Please contact our office today, or go online to <http://account.penncredit.com> or send payment in full in the enclosed envelope.

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

SERVICE RENDERED	SERVICE DATE	ACCOUNT NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[#####.###]	[\$###.##]



DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O. Box 1259, Department 91047  
Oaks, PA 19456

CHANGE SERVICE REQUESTED



IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW			
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER	
CARD NUMBER		EXP. DATE	
SIGNATURE		AMOUNT	

Visit <http://account.penncredit.com> to pay your bill online.

#BWNJHBY  
#9042732612990084#

[Debtor Name]  
[Address Line One]  
[Address Line Two]



91203 - 94

ID NUMBER: C0314108

Penn Credit Corporation  
2800 Commerce Drive  
Harrisburg, PA 17110



91203-CBPPA-94

PAP-933-A-0



Hours: Mon-Thur 8am-10pm EST  
Fri 8am-8pm, Sat 8am-12pm EST

Phone: 800-900-1380

# NOTICE OF COLLECTION

MM/DD/YYYY

CLIENT: [Client Name]  
ID NUMBER: [Account Number]  
TOTAL BALANCE DUE: [\$###.##]



## Statement of Your Account(s)

Please continue to make your monthly payments. If you wish to automate your payments please contact our office or go online at [account.penncredit.com](http://account.penncredit.com).

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

SERVICE RENDERED	SERVICE DATE	ACCOUNT NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[#####]	[\$###.##]



DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O. Box 12591, Department 91047  
Oaks, PA 19456  
CHANGE SERVICE REQUESTED



IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW			
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER	
CARD NUMBER		EXP. DATE	
SIGNATURE		AMOUNT	

Visit <http://account.penncredit.com> to pay your bill online.

Payments received by check will be electronically deposited, unless you pay by non-consumer type check. You may opt out of this program by paying with a money order or a travelers check. In the unlikely event your check (payment) is returned unpaid, we may elect to electronically (or by paper draft) re-present your check (payment) up to two more times. You also understand and agree that we may collect a return processing charge by the same means, in an amount not to exceed that as permitted by state law.

91203 - 94

#BWNJHBY  
#9042732612990084#

[Debtor Name]  
[Address Line One]  
[Address Line Two]



ID NUMBER: C0314108

Penn Credit Corporation  
2800 Commerce Drive  
Harrisburg, PA 17110



91203-CBPPA-94



Hours: Mon-Thur 8am-10pm EST  
Fri 8am-8pm, Sat 8am-12pm EST

Phone: 800-900-1380

# NOTICE OF COLLECTION

MM/DD/YYYY

CLIENT: [Client Name]  
ID NUMBER: [Account Number]  
TOTAL BALANCE DUE: [\$###.##]



## Broken Promise

You have not made your payment as promised. It is important that you either make payment or contact our office today.

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

SERVICE RENDERED	SERVICE DATE	ACCOUNT NUMBER	BALANCE
[DEBT DESCRIPTION]	MM/DD/YYYY	[#####]	[\$###.##]



DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O. Box 1259, Department 91047  
Oaks, PA 19456

CHANGE SERVICE REQUESTED



IF PAYING BY VISA, MASTERCARD OR DISCOVER, FILL OUT BELOW			
<input type="checkbox"/> VISA	<input checked="" type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> AMEX
CARD NUMBER		EXP. DATE	
SIGNATURE		AMOUNT	

Visit <http://account.penncredit.com> to pay your bill online.

#BWNJHBY  
#9042732612990084#

[Debtor Name]  
[Address Line One]  
[Address Line Two]



91203 - 94

ID NUMBER: C0314108

Penn Credit Corporation  
2800 Commerce Drive  
Harrisburg, PA 17110



91203-CBPPA-94



# PennCredit Corporation

Horario: Lunes a Jueves, de 8 a.m. a 10 p.m.  
Viernes, de 8 a.m. a 5 p.m.  
Sábado, de 8 a.m. a 12 p.m.  
800-900-1380

## NOTIFICACIÓN DE COLECCIÓN

MM/DD/YYYY

CLIENTE:

Nº DE CUENTA:

CANTIDAD QUE ADEUDA:



Nuestro cliente ha remitido su(s) cuenta(s) en mora, de referencia a continuación, para cobro. Nuestro cliente considera muy seriamente el cobro de dinero que se le adeuda y yo estoy seguro de que usted tiene la intención de honrar su deuda. Envíe el pago utilizando el sobre adjunto o también puede realizar el pago en línea a <http://account.penncredit.com>, o comunicarse con nuestra oficina para pagar por teléfono. Comuníquese con nuestra oficina si no puede pagar la cantidad adeudada.

A menos que envíe una notificación a esta oficina dentro de los 30 días después de recibir esta notificación, cuestionando la validez de esta deuda o una parte de la misma, esta oficina considerará que esta deuda es válida. Si notifica a esta oficina por escrito dentro de los 30 días luego de recibida esta notificación, esta oficina obtendrá la verificación de la deuda o una copia de un fallo, y le enviará por correo una copia de ese fallo o verificación. Si usted realiza una solicitud por escrito a esta oficina dentro de los 30 días luego de recibida esta notificación, esta oficina le proporcionará el nombre y la dirección del acreedor original, si fuese distinto del acreedor actual.

Esto es un intento de cobrar una deuda por parte de un cobrador de deudas y cualquier información obtenida se utilizará para ese fin. Los derechos importantes arriba incluidos se aplican a cada cuenta de manera individual y usted tiene el derecho de cuestionar cualquiera o todas las cuentas incluidas en esta notificación. En caso de que opte por ejercer sus derechos importantes arriba incluidos, indique qué cuenta(s) cuestiona.

SERVICIO PROPORCIONADO:	FECHA DEL SERVICIO	Nº DE CUENTA	CANTIDAD QUE ADEUDA
-------------------------	--------------------	--------------	---------------------



Separar y volver con el pago para acelerar el crédito a su cuenta

P.O. Box 1259, Department 91047  
Oaks, PA 19456  
CHANGE SERVICE REQUESTED



SI VA A PAGAR USANDO: MASTERCARD, DISCOVER, O VISA, FAVOR LLENAR EL ESPACIO DEBAJO

<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> DISCOVER
Número de Tarjeta	Fecha de Vencimiento	
Firma	Cantidad	

Pague en línea con tarjeta de crédito en <http://account.penncredit.com>.

Los pagos recibidos por cheque serán depositados electrónicamente, a menos que usted paga por cheque de tipo no consumidor. Usted puede excluirse de este programa mediante pagar por un giro postal o un cheque de viajero. En el caso improbable de que se le devuelva el cheque (pago), podemos optar por vía electrónica (o por documento papel) volver a presentar su cheque (pago) hasta dos veces más. Usted también entiende y acepta que podemos cobrar un cargo de procesamiento de devolución por el mismo medio, en una cantidad que no exceda lo que está permitido por la ley estatal.

ID NUMBER: C0206277

#BWNJHBY  
#9042727300351540#  
[Debtor Name]  
[Address Line One]  
[Address Line Two]



Penn Credit Corporation  
2800 Commerce Drive  
Harrisburg, PA 17110



91203-NEW-1

## TAB 6 - REPORTING

### *1) Describe your firm's online reporting capabilities.*

Penn Credit's collection system (FUSION) maintains a statistical database of performance figures and is able to comply with any reporting requirements the City may have. With a very flexible range of reporting options, Penn Credit has the ability to comply with any reporting requirements, both for internal monitoring and forecasting. Typically, reporting to our clients includes the Acknowledgment (either concise or detailed version), Payment Analysis, Spindown, Statement of Collection, and Cancellation reports.

Reports can be sent via email, hard copy, or placed on an FTP site for pickup and can be provided in any format including Microsoft Word, Excel, and Adobe PDF, or other formats as needed.

**Acknowledgment Report** serves as a receipt verifying all accounts placed have been received by Penn Credit. Options include a concise version or a detailed version.

**Payment Analysis** provides information relating to collection performance, broken down by month of placement. This report illustrates recovery performance and allows the client to forecast future recoveries.

**Regression (Stair-step) Analysis** provides a 12-month record of liquidation rates per month.

**Statement of Collection** details accounts to which payments have been applied during the statement period. This report indicates not only amounts paid by constituents, but also commissions due Penn Credit for collection services rendered, thus serving as an invoice for the client.

**Cancellation Report** lists all accounts scheduled for return, along with the client account number, constituent name, balance, applicable dates, and reason for return.

*Additional reports available upon request include:*

**Status Report** provides a complete overview of all account information (payments, constituent contacts, collector notes, etc.) and current account status (i.e. paid in full, constituent bankruptcy, constituent deceased, account disputed, etc.).

**Account Update Report** can be customized to include all updated constituent contact information (addresses, phone numbers, etc. as applicable), notes made during the collection process, account status, payment information, and any other data requested by the client.

**Client Profile Report** provides an overall breakdown of accounts' status, accounts' aging, placements, account balances, addresses, and phone numbers.

**Client Statistical Summary Report** combines several of Penn Credit's reports, including our Spindown and Client Profile reports. Collection management and our clients are able to view and track trends for recoveries, placement age, account balance, as well as mail return and bad phone numbers.

**Reconciliation Report** is an electronic reconciliation of accounts on Penn Credit's system with accounts held on the client's system; this file is typically returned to client in the same format as the inbound file (or as requested).

*2) Provide copies of available reports as an Exhibit to the Proposal.*

Sample reports have been provided on the following pages.

## Acknowledgment Reports

From: EReports@penncredit.com  
 To: Client's Email Address  
 Subject: P8888 - New Business Acknowledgement from Penn Credit

Penn Credit Corporation  
 New Business Acknowledgement Summary

**\*\* Acknowledgement with thanks \*\***

This assignment is accepted under our usual terms and conditions that we have with you. Please notify this agency without delay of any payment made to you by the debtor or any contact that the debtor has with you.

Report Date: MM/DD/YYYY  
 Client #: P8888  
 Client Name: Water Company  
 # of Accounts: ###,###  
 Total Dollars: \$\$\$\$\$\$

### Penn Credit Corporation

#### NEW REFERRAL ACKNOWLEDGEMENT REPORT

Report Date: MM/DD/YYYY

Created for: [Client Name]

Account #	Name	Address	City,State,Zip	Placed Date	Service Date	Balance
#####	Smith, John	123 Walnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 1,500.00
#####	Smith, Jane	123 Main Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 500.00
#####	Smith, John	165 Elm Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 650.00
#####	Smith, Jane	124 Chestnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 750.00
#####	Smith, John	124 Walnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 625.00
#####	Smith, Jane	124 Main Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 435.00
#####	Smith, John	170 Elm Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 498.00
#####	Smith, Jane	130 Chestnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 1,275.00
#####	Smith, John	135 Walnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 1,450.00
#####	Smith, Jane	128 Main Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 650.00
#####	Smith, John	167 Elm Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 975.00
#####	Smith, Jane	145 Chestnut Street	Anytown, USA 11111	MM/DD/YY	MM/DD/YY	\$ 1,950.00
				<b>Report Total</b>	<b>12 Accounts</b>	<b>\$11,258.00</b>





## Statement of Collection

Penn Credit Corporation											
STATEMENT OF COLLECTION											
[Statement Period - Dates]											
Created for: [Client Name]											
Remittance Type: Gross											
Account #	Name	Date Placed	Date Paid	Pmt Type	Agency Pmt	Direct Pmt	Fees	Remit Client	Remaining Due		
#####	John Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 500.00		\$ 125.00	\$ 500.00	\$ -		
#####	Jane Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 1,000.00		\$ 250.00	\$ 1,000.00	\$ 1,000.00		
#####	John Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 1,200.00		\$ 300.00	\$ 1,200.00	\$ -		
#####	Jane Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 700.00		\$ 175.00	\$ 700.00	\$ -		
#####	John Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 450.00		\$ 112.50	\$ 450.00	\$ 250.00		
#####	Jane Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 300.00		\$ 75.00	\$ 300.00	\$ -		
#####	John Doe	MM/DD/YY	MM/DD/YY	Agency	\$ 1,500.00		\$ 375.00	\$ 1,500.00	\$ -		
#####	Jane Doe	MM/DD/YY	MM/DD/YY	Direct		\$ 300.00	\$ 75.00	\$ -	\$ -		
#####	John Doe	MM/DD/YY	MM/DD/YY	Direct		\$ 500.00	\$ 125.00	\$ -	\$ 200.00		
#####	Jane Doe	MM/DD/YY	MM/DD/YY	Direct		\$ 900.00	\$ 225.00	\$ -	\$ -		
Totals:					\$ 5,650.00	\$ 1,700.00	\$ 1,837.50	\$ 5,650.00			
Amount Due Penn Credit \$ 1,837.50											



## Cancellation Report

<b>Penn Credit Corporation</b> <b>CANCELLATION REPORT</b> Report Date: MM/DD/YYYY Created for: [Client Name]									
Account #	Name	Placed Date	Service Date	Balance	Return Date	Return Reason	BKR Docket#	BKR Date Filed	DEC Date
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 1,500.00	MM/DD/YY	PAID IN FULL			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 500.00	MM/DD/YY	DECEASED			MM/DD/YYYY
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 650.00	MM/DD/YY	PER CLIENT REQUEST			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 750.00	MM/DD/YY	UNCOLLECTIBLE			
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 625.00	MM/DD/YY	BANKRUPTCY	#####	MM/DD/YYYY	
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 435.00	MM/DD/YY	PAID IN FULL			
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 498.00	MM/DD/YY	PAID IN FULL			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 1,275.00	MM/DD/YY	PER CLIENT REQUEST			
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 1,450.00	MM/DD/YY	UNCOLLECTIBLE			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 650.00	MM/DD/YY	BANKRUPTCY	#####	MM/DD/YYYY	
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 975.00	MM/DD/YY	PAID IN FULL			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 1,950.00	MM/DD/YY	PAID IN FULL			
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 498.00	MM/DD/YY	PER CLIENT REQUEST			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 1,275.00	MM/DD/YY	UNCOLLECTIBLE			
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 1,450.00	MM/DD/YY	PAID IN FULL			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 650.00	MM/DD/YY	DECEASED			MM/DD/YYYY
#####	Smith, John	MM/DD/YY	MM/DD/YY	\$ 975.00	MM/DD/YY	UNCOLLECTIBLE			
#####	Smith, Jane	MM/DD/YY	MM/DD/YY	\$ 1,950.00	MM/DD/YY	PAID IN FULL			
<b>Report Total</b>				<b>18 Accounts</b>					
				<b>\$ 18,056.00</b>					

Page 1 of 1



## TAB 7 - COLLECTION SUCCESS RATE

*1) Describe your firm's method of benchmarking or measuring the success rate of debt collections. If specific reports are used provide sample copies of this report.*

Penn Credit's Payment Analysis Report provides information relating to collection performance, broken down by month of placement. This report illustrates recovery performance and allows the client to forecast future recoveries.

Penn Credit's Spindown Analysis provides a 12-month record of liquidation rates per month.

For samples of these reports, please see Tab 6.

*2) Complete Attachment M - Collection Success Rate Table showing your firms debt collection success rate.*

Please see the following page.

**CONFIDENTIAL**



## TAB 8 - COLLECTION FEE

### 1. Attachment A: Contact Information Form

*a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal.*

Please see the following page.

**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH "FN-18-01" titled "Debt Collection Services" attached hereto as a part hereof, the undersigned submits the following:

**A) Contact Information**

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

**COMPANY INFORMATION:**COMPANY: Penn Credit CorporationSTREET ADDRESS: 2800 Commerce DriveCITY, STATE & ZIP CODE: Harrisburg, PA 17110**PRIMARY CONTACT FOR THE PROJECT:**NAME: Rhett Donagher TITLE: Manager of Sales & MarketingE-MAIL: rhett.donagher@penncredit.comTELEPHONE: 800-800-3328 x3003 FAX: 717-238-8441**AUTHORIZED APPROVER:**NAME: Thomas Foley, Jr. TITLE: Chief Operating OfficerE-MAIL: tom.foley@penncredit.comTELEPHONE: 800-800-3328 x3003 FAX: 717-238-8441SIGNATURE: **B) Sample Proposal Form**

Proposals shall include all costs and fees to provide the service for the City. Responses shall clearly detail their offer as a PERCENTAGE FEE. Rates included in the fee schedule made part of this bid shall be firm, not subject to change. The Successful Proposer(s) fee shall be added by the Successful Proposer(s) to the amount of the debt owed to the City. The City will not be responsible for any fees.

Description	Percentage %
All-inclusive percentage fee added to the balance owed to the city:	<b>Price to be Submitted</b>

*b. The vendor must provide their collection fee through the designated lines items listed on the BidSync website.*

Penn Credit has provided this information.

*c. The collection fee shall be an all-inclusive percentage fee added to the balance owed to the city.*

Penn Credit has provided a fee as an all-inclusive percentage fee, as requested.

*d. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.*

Penn Credit is registered under its proposed corporate name.

*e. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.*

Penn Credit has provided a signed contact information form and the required communication information.

*f. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.*

Please see the following page for evidence of Thomas Foley's authority to sign as COO and Corporate Secretary of Penn Credit Corporation.

*g. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.*

N/A





### CORPORATE RESOLUTION

I, **Thomas F. Foley, Jr.**, hereby certify that I am the Secretary of Penn Credit Corporation; that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of said Corporation duly held on the 19th day of April, 2017 at which meeting a quorum was present and acting throughout; and that said resolution has not been revoked or amended in any manner whatsoever.

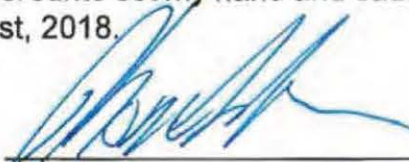
RESOLVED that, effective April 19, 2017 the Chairman, the President and the Secretary, of this Corporation are hereby authorized to execute, in the name and on behalf of this Corporation and under its corporate seal or otherwise, other instruments of any kind relative to work done or to be done or materials furnished or to be furnished by this Corporation.

I further certify that the following have been duly elected and are now officers of said Corporation:

Donald C. Donagher, Jr.  
Richard S. Templin  
Thomas F. Foley, Jr.  
Kyle R. Donagher

Chairman  
President  
Secretary  
Treasurer

IN WITNESS WHEREOF I have hereunto set my hand and caused to be affixed the seal of Penn Credit Corporation this 31th day of August, 2018.

  
\_\_\_\_\_  
Signature

Thomas F. Foley, Jr./Secretary  
Printed name and Title

  
\_\_\_\_\_  
Attested

Kyle R. Donagher/Treasurer  
Printed Name and Title

8/31/2018  
Date

## TAB 9 - OTHER COMPLETED DOCUMENTS

### *1. Attachment B: Vendor Information Form and a W-9*

*a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. November 2017), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.*

Please see the following pages.

(OFFICE USE ONLY) Vendor number: 

Please entirely complete this vendor information form along with the IRS Form W-9, and upload it to the BidSync website with your submittal.

### Vendor Information Form

Operating Name (Payee)	Penn Credit Corporation		
Legal Name (as filed with IRS)	Penn Credit Corporation		
Remit-to Address (For Payments)	2800 Commerce Drive, Harrisburg, PA 17110		
Remit-to Contact Name:	Kathy Park	Title:	Accountant
Email Address:	kathy.park@penncredit.com		
Phone #:	800-800-3328 x3006	Fax #	717-231-7653
Order-from Address (For purchase orders)	2800 Commerce Drive, Harrisburg, PA 17110		
Order-from Contact Name:	Rhett Donagher	Title:	Manager of Sales & Marketing
Email Address:	rhett.donagher@penncredit.com		
Phone #:	800-800-3328 x3003	Fax #	717-238-8441
Return-to Address (For product returns)			
Return-to Contact Name	Rhett Donagher	Title:	Manager of Sales & Marketing
Email Address:	rhett.donagher@penncredit.com		
Phone #:	800-800-3328 x3003	Fax #	717-238-8441
Payment Terms:	N/A		

Type of Business (please check one and provide Federal Tax identification or social security Number)

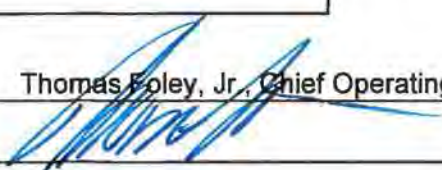
☒ Corporation

Federal ID Number:

23-2470030

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership☐ Health Care Service Provider☐ LLC – C (C corporation) – S (S corporation) – P (partnership)☐ Other (Specify): Name & Title of Applicant Thomas Foley, Jr., Chief Operating OfficerSignature of Applicant Date 8/31/2018



Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.

**Penn Credit Corporation**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**2800 Commerce Drive**

6 City, state, and ZIP code

**Harrisburg, PA 17110**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

--	--	--	--	--	--	--	--	--	--

or

**Employer identification number**

2	3	-	2	4	7	0	0	3	0
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

*Eddy Corp*

Date ▶

*6/11/2018*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## *2. Attachment C: Non-Collusive Affidavit*

Please see the following page.



City of Pembroke Pines

Attachment C

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the Officer,  
(Owner, Partner, Officer, Representative or Agent)

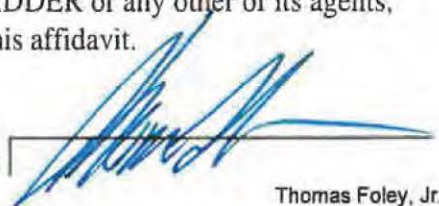
BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

  
Thomas Foley, Jr.Title Chief Operating OfficerName of Company Penn Credit Corporation



### *3. Attachment D: Sworn Statement on Public Entity Crimes Form*

Please see the following pages.





City of Pembroke Pines

Attachment D

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted Penn Credit Corporation (name of entity submitting sworn statement) whose business address is 2800 Commerce Dr., Harrisburg, PA 17110 and (if applicable) its Federal Employer Identification Number (FEIN) is 23-2470030. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)
2. My name is Thomas Foley, Jr. and my  
(Please print name of individual signing)  
relationship to the entity named above is Chief Operating Officer.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- ☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- ☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

  
Bidder's Name/Signature

Thomas Foley, Jr.

Penn Credit Corporation  
Company8/31/2018  
Date

#### 4. Attachment E: Local Vendor Preference Certification

*a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines.*

N/A

*b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.*

N/A

*c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.*

Please see the following page.





City of Pembroke Pines

Attachment E

## LOCAL VENDOR PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: Penn Credit Corporation

PRINTED NAME / AUTHORIZED SIGNATURE:

Thomas Foley, Jr.

#### 5. Attachment F: Veteran Owned Small Business Preference Certification

*a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).*

N/A

*b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer WILL NOT qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.*

Please see the following page.



Attachment F

**VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION****SECTION 1 GENERAL TERM****VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE**

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

**COMPARISON OF QUALIFICATIONS**

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

**SECTION 2 AFFIRMATION****VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:**

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer **WILL NOT** qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Penn Credit Corporation

PRINTED NAME / AUTHORIZED SIGNATURE:



Thomas Foley, Jr.

*6. Attachment G: Equal Benefits Certification Form*

Please see the following pages.





City of Pembroke Pines

Attachment G

### EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

**"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

#### SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more



stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

## SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award; or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ **4.** The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME: Penn Credit Corporation

AUTHORIZED OFFICER NAME / SIGNATURE: 

Thomas Foley, Jr.

*7. Attachment H: Vendor Drug-Free Workplace Certification Form*

Please see the following page.





City of Pembroke Pines

Attachment H

## VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

### SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

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

### SECTION 2 AFFIRMATION

☒ Place a check mark here only if affirming bidder complies fully with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder does not meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

  
Authorized Signature

Thomas Foley, Jr.  
Authorized Signer Name

Penn Credit Corporation  
Company Name

*8. Attachment I: Vendor Certification Regarding Scrutinized Companies List*

Please see the following page.



City of Pembroke Pines

## Attachment I

**SCRUTINIZED COMPANY CERTIFICATION  
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Thomas Foley, Jr., COO, on behalf of Penn Credit Corporation  
 Print Name and Title Company Name

certify that Penn Credit Corporation  
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Penn Credit Corporation  
Company Name

Print Name/Signature  
Thomas Foley, Jr.

Chief Operating Officer  
Title

*9. Attachment J - Proposer's Completed Qualification Statement*

Please see the following pages.





City of Pembroke Pines

## Attachment J

**PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Penn Credit Corporation  
2800 Commerce Drive, Harrisburg, PA 17110

Contact Person's Name and Title: Rhett Donagher, Manager of Sales & Marketing

Contact Person's E-mail Address: rhett.donagher@penncredit.com

PROPOSER'S Telephone and Fax Number: Phone: 800-800-3328 Fax: 717-238-8441

PROPOSER'S License Number: CCA0900232

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: 23-2470030

Number of years your organization has been in business 31

State the number of years your firm has been in business under your present business name 31

State the number of years your firm has been in business in the work specific to this solicitation:  
31 years of government experience

Names and titles of all officers, partners or individuals doing business under trade name:

Donald Donagher, CEO (100% owner)  
Richard Templin, President  
Thomas Foley, Jr., COO  
Kyle Donagher, Operations Manager

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

N/A

At what address was that business located?

N/A

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

N/A

Have you ever failed to complete work awarded to you. If so, when, where and why?

No.

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes, we have inspected the proposed work and we have a complete plan to continue collections with the City, as described in our proposal submission.

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

No.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

N/A

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

We have not had any major lawsuits brought against Penn Credit in the last 10 years. There are times when nuisance suits are received and it has not been substantiated that Penn Credit violated any governing laws at the state or federal level. In these instances however, Penn Credit agrees to settle in order to be economically prudent. All such settlements have releases with non-disclosure statements executed by both parties. Penn Credit's commitment to legal and reputable collection activity can be seen in our ongoing 23 year contract with the State of Pennsylvania Office of Attorney General.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Yes, Penn Credit is the original provider of services proposed upon.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No.



Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

Penn Credit currently provides similar collection services to the Florida counties and cities listed below.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Penn Credit Corporation  
(Company Name)

(Printed Name/Signature)

Thomas Foley, Jr.

#### Florida County/City Experience (Confidential)

Brevard County Government	City of Greenacres, FL
Marion County Government	City of Hollywood, FL
Miami-Dade County Government	City of Jacksonville, FL
Okaloosa County Government	City of Key West, FL
Orange County Government	City of Kissimmee, FL
Osceola County Government	City of Lake Wales, FL
Palm Beach County Government	City of Lauderhill, FL
Seminole County Government	City of Miami, FL
City Altamonte Springs, FL	City of Miramar, FL
City of Boco Raton FL	City of Oakland Park, FL
City of Boynton Beach, FL	City of Orlando, FL
City of Cape Coral, FL	City of Plantation, FL
City of Ormond Beach, FL	City of Pompano Beach, FL
City of Oviedo, FL	City of Port Orange, FL
City of Casselberry, FL	City of Riviera Beach, FL
City of Coconut Creek, FL	City of Sanford, FL
City of Daytona Beach, FL	City of Tallahassee Utilities, FL
City of Deerfield Beach, FL	City of Tampa, FL
City of Deltona, FL	City of West Palm Beach, FL
City of Delray Beach, FL	City of Wilton Manors, FL
City of Fort Lauderdale, FL	

# FLORIDA OFFICE of FINANCIAL REGULATION


[Logon](#)

## License Details

Press "Search Results" to return to the Search Results list.  
 Press "New Search Criteria" to do another search of this type.  
 Press "New Search" to start a new search.

**License Number: CCA0900232**
**Current Date: 08/02/2018 03:52 PM**

Name:	PENN CREDIT CORPORATION
License Type:	Consumer Collection Agency
License Status:	Current Active Registration
License Status Effective Date:	10/30/2017
Expiration Date:	12/31/2018
Original Date of Licensure:	03/14/1995

## Addresses

<b>Business Main Address</b>	Address	2800 COMMERCE DRIVE HARRISBURG , PA DAUPHIN 17110 US <a href="#">View on a map</a>
	Phone Number:	7172387124

<b>Mailing Address</b>	Address	2800 COMMERCE DRIVE HARRISBURG , PA DAUPHIN 17110 US <a href="#">View on a map</a>
------------------------	---------	---

[Search Results](#)
[New Search Criteria](#)
[New Search](#)
[Print](#)

## TAB 10 - BUSINESS TAX RECEIPTS, LICENSES AND PROFESSIONAL REGISTRATION CERTIFICATES

### *1. Copies of city, county, and state professional licenses and business tax receipts.*

Penn Credit has provided a detailed listing of its business/collection licenses and certificates of authority throughout the United States on the following page. Copies of the licenses and business tax receipts can be provided upon request.



Jurisdiction	License Needed/Have	License Number	Expiration Date	COA Needed/Have	COA Issue Date
ALABAMA	No/No	N/A	N/A	Yes / Yes	10/29/01
ALASKA	Yes/Yes	COAA305	06/30/20	Yes / Yes	09/07/00
ARIZONA	Yes/Yes	CA-0926242	12/31/18	Yes / Yes	06/02/00
ARKANSAS	Yes/Yes	2020	06/30/19	Yes / Yes	05/15/00
BUFFALO, NY	Yes/Yes	CAG11-169016	09/30/19	No/No	N/A
CALIFORNIA	No/No	N/A	N/A	Yes / Yes	11/29/01
CHICAGO, IL	Yes/Yes	2256707	08/15/19	No/No	N/A
COLORADO	Yes/Yes	991947	07/01/19	Yes / Yes	07/12/00
CONNECTICUT	Yes/Yes	CCA-943582	12/31/18	Yes / Yes	06/26/00
DELAWARE	Yes/Yes	1998208052	12/31/18	Yes / Yes	12/30/03
DIST. OF COLUMBIA	Yes/Yes	69002690	03/31/19	Yes/Yes	03/11/04
FLORIDA	Yes/Yes	CCA 0900232	12/31/18	Yes / Yes	05/27/99
GEORGIA	No/No	N/A	N/A	Yes/Yes	02/25/04
HAWAII	Yes/Yes	COLA 276	06/30/18	Yes / Yes	08/04/00
IDAHO	Yes/Yes	CCA-3578	12/31/18	Yes / Yes	05/31/00
ILLINOIS	Yes/Yes	17-020543	05/31/21	Yes/Yes	09/16/08
INDIANA	Yes/Yes	IN-S05-C-02040	12/31/18	Yes / Yes	07/06/00
IOWA	Yes/Yes	2002-24295	01/31/19	Yes / Yes	10/26/01
KANSAS	No/No	N/A	N/A	Yes / Yes	01/18/01
KENTUCKY	No/No	N/A	N/A	Yes / Yes	03/05/01
LOUISIANA	Yes/Yes	366660581	Permanent	Yes / Yes	07/10/00
MAINE	Yes/Yes	DCL-5013	07/31/19	Yes / Yes	05/19/00
MARYLAND	Yes/Yes	04-3048	12/31/18	Yes / Yes	07/17/00
MASSACHUSETTS	Yes/Yes	DC-0717	12/31/19	Yes / Yes	05/18/00
MICHIGAN	Yes/Yes	2401001597	06/30/19	Yes / Yes	08/11/00
MINNESOTA	Yes/Yes	CA-20148582	06/30/19	Yes / Yes	05/23/00
MISSISSIPPI	No/No	N/A	N/A	Yes / Yes	07/24/00
MISSOURI	No/No	N/A	N/A	Yes / Yes	11/09/01
MONTANA	No/No	N/A	N/A	Yes / Yes	10/30/01
NEBRASKA	Yes/Yes	292	12/31/18	Yes / Yes	07/06/00
NEVADA	Yes/Yes	CAD11277	06/30/19	Yes/Yes	01/20/04
NEW HAMPSHIRE	No/No	N/A	N/A	Yes / Yes	02/13/04
NEW JERSEY	Yes/Yes	232470030000	10/15/18	No/No	10/31/03
NEW MEXICO	Yes/Yes	637	06/30/19	Yes / Yes	07/12/00
NEW YORK CITY	Yes/Yes	1039314-DCA	01/31/19	No/No	N/A
NEW YORK STATE	No/No	N/A	N/A	Yes / Yes	06/14/00
NORTH CAROLINA	Yes/Yes	3779	06/30/19	Yes / Yes	07/12/00
NORTH DAKOTA	Yes/Yes	CA-100477	12/31/18	Yes / Yes	07/18/00
OHIO	No/No	N/A	N/A	Yes / Yes	05/09/01
OKLAHOMA	No/No	N/A	N/A	Yes / Yes	10/29/01
OREGON	Yes/Yes	CA-48702	12/31/18	Yes / Yes	07/21/00
PENNSYLVANIA	No/No	N/A	N/A	No/No	N/A
PUERTO RICO	Yes/Yes	SJ-13228-AC	12/31/18	Yes/Yes	08/20/10
RHODE ISLAND	No/No	20080112DC	12/31/18	Yes / Yes	11/19/01
SOUTH CAROLINA	No/No	N/A	N/A	Yes / Yes	11/05/01
SOUTH DAKOTA	No/No	N/A	N/A	Yes / Yes	10/29/01
TENNESSESE	Yes/Yes	1041	11/04/19	Yes/Yes	09/19/08
TEXAS	No/No	N/A	N/A	Yes / Yes	04/17/01
UTAH	Yes/Yes	4759102-0131	01/09/19	Yes / Yes	05/12/00
VERMONT	No/No	N/A	N/A	Yes / Yes	11/15/01
VIRGINIA	No/No	N/A	N/A	Yes / Yes	11/05/11
WASHINGTON	Yes/Yes	602-856-537	08/31/18	Yes/Yes	08/12/08
WEST VIRGINIA	Yes/Yes	1014-4947	Permanent	Yes / Yes	09/20/04
WISCONSIN	Yes/Yes	722	06/30/19	Yes / Yes	11/10/08
WYOMING	Yes/Yes	261	12/31/18	Yes/Yes	12/15/03
YONKERS, NY	Yes/Yes	9101	12/31/18	No/No	N/A

## TAB 11 - ADDITIONAL INFORMATION

*Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.*

### ROBUST AND CONVENIENT CLIENT PORTAL

Penn Credit enables the City to view account activity online. This remote activity program can be accessed through the Internet using a standard browser. We assign a user name and password that allows our client access to their accounts only. Once logged into our system, the City has the ability to search by account number, name or Penn Credit ID number and then view items such as account status, balance, remarks, payments and account transactions.

Our site features a dashboard report function that provides a snapshot of the portfolio as well as an **ad hoc reporting section** where reports can be downloaded either as a PDF or Excel spreadsheet.

The dashboard page contains various statistics based on account referral and collection activity. The City will see information on the dashboard page for collection placement and activity during the current month as well as that information from the time of the first account placement. Also on the dashboard page are links to multiple charts based on collection and placement statistics. The City can choose from five different charts, each containing the last 12 months of information.

Penn Credit's Client Portal also allows clients to place accounts on hold for up to 30 days at a time, submit a payment or adjustment on an account, and request the cancellation of an account. The City may also submit a request to add new accounts.

Consistent with Penn Credit's emphasis on data security, the site has a secure socket layer (SSL) with 256 bit encryption, is password protected and users are automatically logged off after 15 minutes of inactivity. For an extra layer of security, once a user becomes active, a trusted IP address will be linked to his or her login for identification purposes. After 90 days, inactive accounts are disabled; after 180 days, inactive accounts will be deleted.

Penn Credit will provide **on-site training to City staff** regarding the portal as needed during the contract term. A demo of the FUSION Client Portal can also be accessed by visiting:

<https://fusioncl.penncredit.com/>

*Sample screen shots and available reports from this on-line access portal are provided on the following pages.*

## Login

Email Address

Password

[Forgot Password?](#) [» sign up](#) [Watch Demo Video](#)

## Dashboard Statistics

### Current Month

**\$2,679.50** Collections  
**\$0.00** Placed  
**\$0.00** Client Cancellations  
**\$0.00** Penn Cancellations

### Beginning to Date

**\$888,994.07** Collections  
**\$27,689,011.63** Placed  
**4.09%** Recovery  
**\$2,240,399.55** Open Inventory

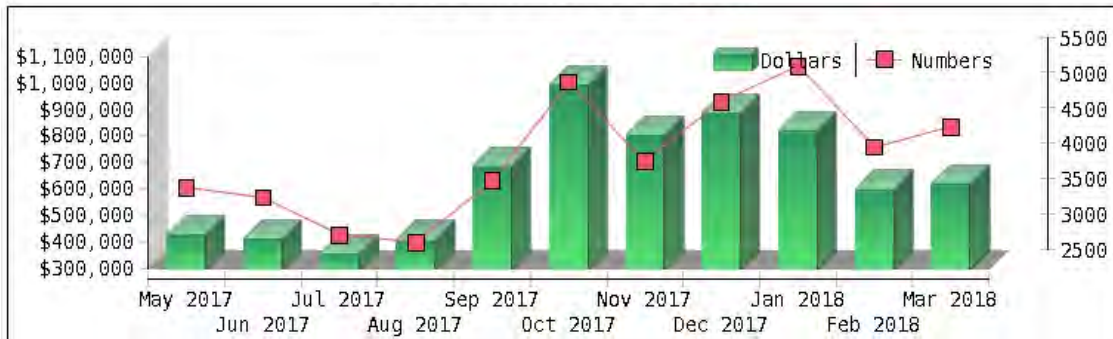
### Monthly Collections



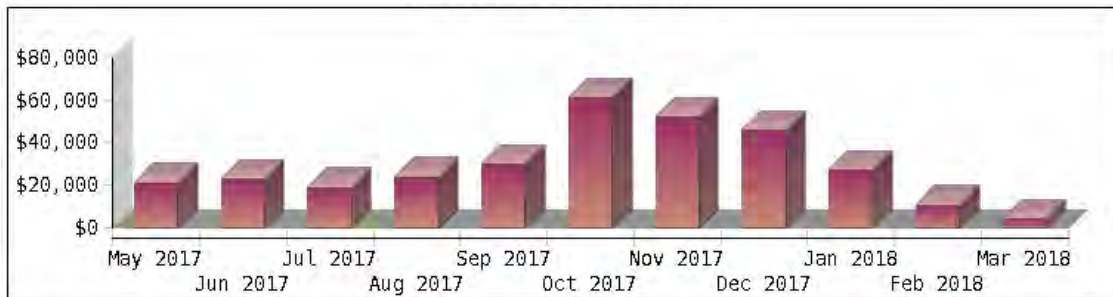
Charts: Monthly Collections | Batch Collections | Batch Recovery | Open vs Placed | Number Placed | 

### Client Summary Report

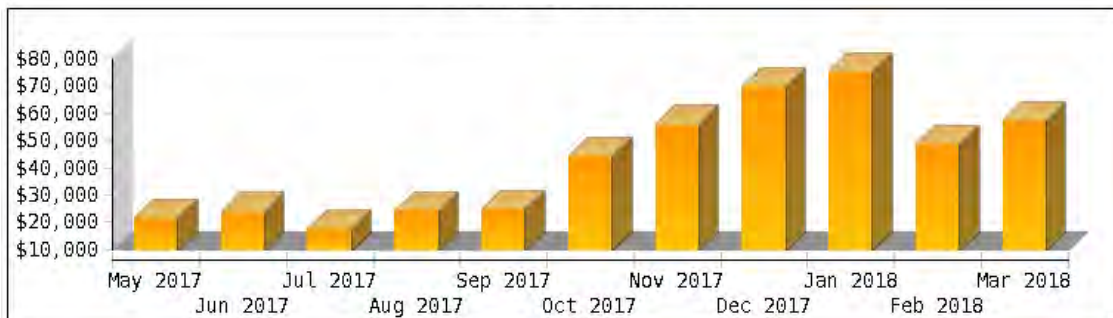
Dollars and Numbers Placed



Placement Collections



Monthly Collections





**Submit Payment/Adjustment Transaction**Type Amount Comments **Request account to be cancelled**Cancellation Reason 

Comments

Placed in error

Bankrupt

Duplicate Account

Deceased

MA Write-Off

Charity Write-Off

Administrative Write-Off

Other (Please enter comments below)



**Account Analysis Options**

(Archived accounts will not appear in this report)

Select Client Code: SG1140 - All Accounts ▼

Only accounts with promises: No ▼

Placed From: Month Jan ▼ Day 01 ▼ Year 2013 ▼

With payment in last # of days: 0

Placed To: Month Dec ▼ Day 31 ▼ Year 2013 ▼

No payment in last # days: 0

Account Status: All Statuses ▼

Total payments greater than: 0.00

Current Balance Range from: 0.00 to: 9999999999.99

Start Selection

Reset Form

**Acknowledgement Report Scan Options**

Select Client Code: SG1140 - All Accounts ▼

From: Month Jan ▼ Year 2013 ▼

To: Month Dec ▼ Year 2013 ▼

Create Report

Reset Form

**Cancellation Report Scan Options**

Select Client Code: SG1140 - All Accounts ▼

From: Month Jan ▼ Year 2013 ▼

To: Month Dec ▼ Year 2013 ▼

Create Report

Reset Form

## MONITORING CONTACT ACTIVITY

Quality management at all of Penn Credit's call centers is ensured by the use of Quality Rocket, a centralized and integrated call recording system located at our corporate headquarters. This system consolidates a wide range of functions into one seamless, user friendly, web-based experience. This system permits our collection, client service, training, and management personnel unparalleled access to all constituent interactions.

All interactions with our collectors are recorded individually and relevant call data and account information associated with those conversations are correlated and tagged to those recordings. In addition to audio, the screen shots during the collector's calls are recorded to allow supervisors and management staff to effectively monitor during and/or re-create after exactly what happens on every call.

## COMPLIANCE 360 MANAGEMENT PROGRAM

Penn Credit's compliance department utilizes Compliance 360 to manage all compliance related matters throughout the company. This web-based platform serves as a single depository of all disputes, compliance rules/regulations, constituent complaints, and City work standards. The platform enables our staff to create detailed tracking and trending reports, customize staff training from these findings and audit work flows in our collection, payment processing, information technology and client relations departments.



## CALLMINER PLATFORM

Our speech analytics solution from CallMiner has three components which each accomplish a specific function in our efforts to maximize quality on every constituent interaction.

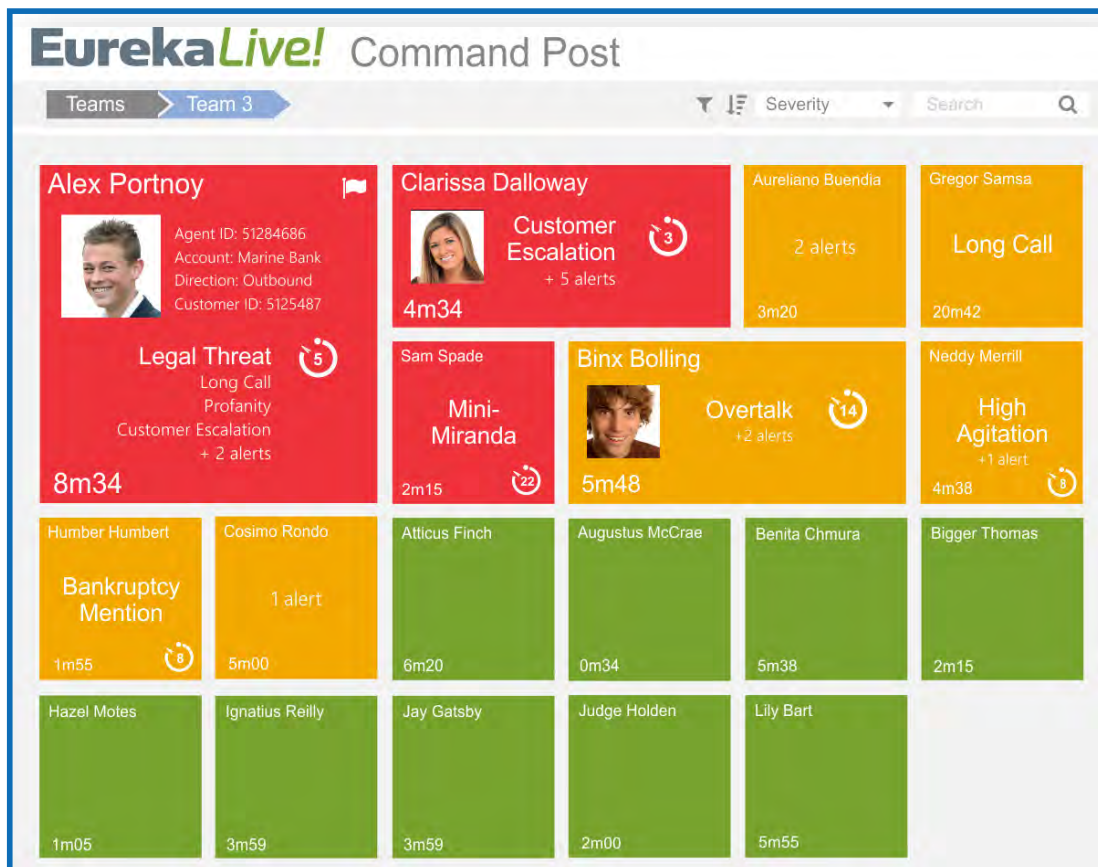
The **post-call analysis function** converts all contacts into fully reviewable and searchable text within several hours. This allows both for ad-hoc searches of all spoken language within user defined time frames and agent groups and more importantly, automated mining of every call for the presence or absence of specific language by the constituent or agent. Examples would be compliance with City-specific disclosures and language, FDCPA compliance, Mini-Miranda language, Right Party Contact, abusive language from either party, and other risky words and phrases.

CallMiner's agent **performance scorecard** visually shows both management and agents themselves how they are performing in each quality and compliance area being scored. Management is also able to view company-wide scores and then drill down all the way to individual agent groups allowing them to focus their attention where it's needed.

CallMiner also offers **real-time contact center compliance monitoring** by automatically monitoring all in-progress constituent interactions for the presence or absence of specific language or acoustic characteristics. This real-time alerting system enables supervisors and quality analysts to review occurrences of infractions such as the absence of compliance script language, in addition to being able to immediately intervene when appropriate. Additionally, the agent can be presented with custom screen pops on their desktop screen when specific words and phrases are detected in the conversation giving a visual reinforcement to items of importance to management.






*Screen shots have been provided below and on the following page.*



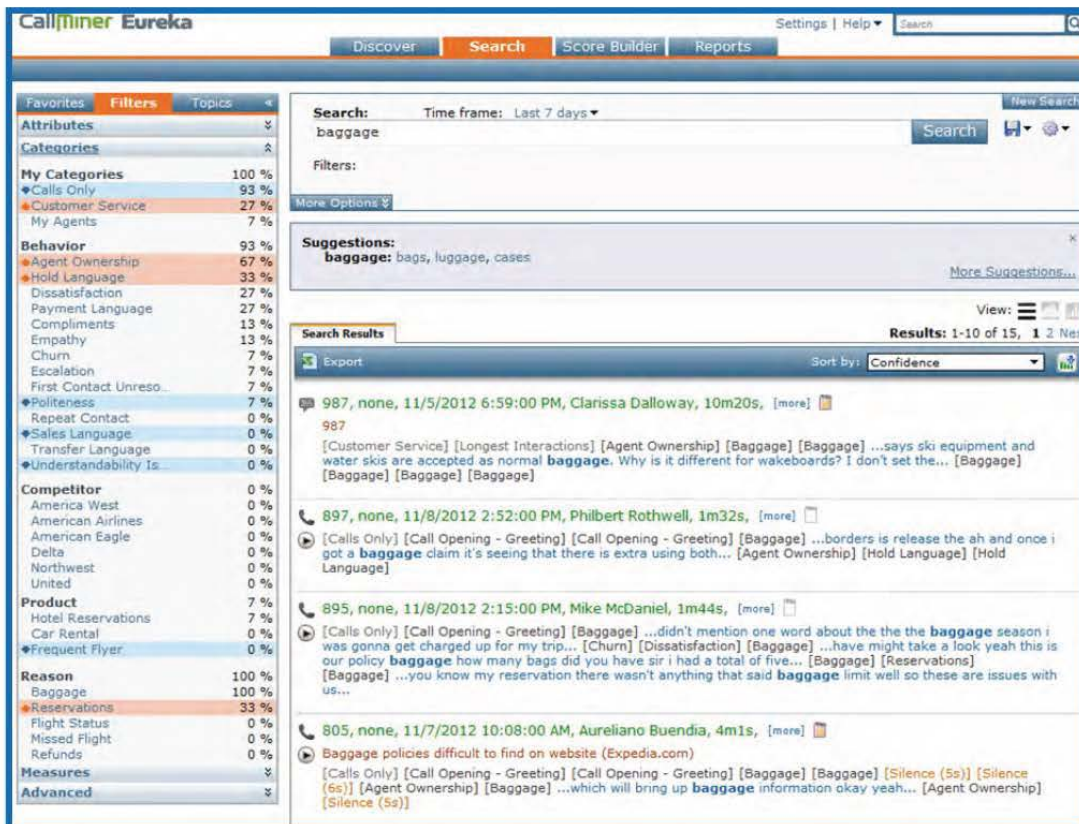
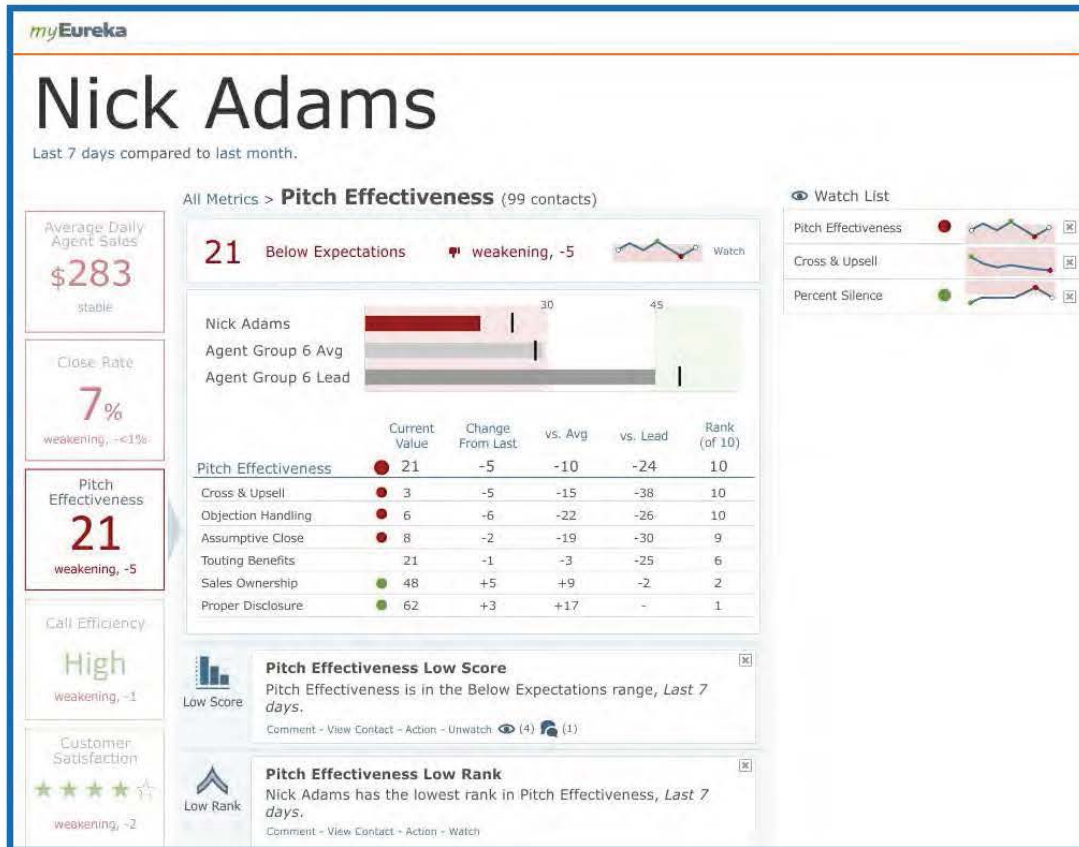
**EurekaLive! Command Post**

Teams > Team 3

Severity Search

<b>Alex Portnoy</b>  Agent ID: 51284686 Account: Marine Bank Direction: Outbound Customer ID: 5125487 <b>Legal Threat</b> Long Call Profanity Customer Escalation + 2 alerts <b>8m34</b>	<b>Clarissa Dalloway</b>  <b>Customer Escalation</b> + 5 alerts <b>4m34</b>	<b>Aureliano Buendia</b> 2 alerts <b>3m20</b>	<b>Gregor Samsa</b> Long Call <b>20m42</b>
<b>Sam Spade</b> <b>Mini-Miranda</b> <b>2m15</b>	<b>Binx Bolling</b>  <b>Overtalk</b> + 2 alerts <b>5m48</b>	<b>Neddy Merrill</b> <b>High Agitation</b> + 1 alert <b>4m38</b>	
<b>Humber Humbert</b> <b>Bankruptcy Mention</b> <b>1m55</b>	<b>Cosimo Rondo</b> 1 alert <b>5m00</b>	<b>Atticus Finch</b> <b>6m20</b>	<b>Augustus McCrae</b> <b>0m34</b>
<b>Benita Chmura</b> <b>5m38</b>	<b>Bigger Thomas</b> <b>2m15</b>	<b>Hazel Motes</b> <b>1m05</b>	<b>Ignatius Reilly</b> <b>3m59</b>
<b>Jay Gatsby</b> <b>3m59</b>	<b>Judge Holden</b> <b>2m00</b>	<b>Lily Bart</b> <b>5m55</b>	





### AUDIT TRAILS AND KEY PERFORMANCE INDICATORS (KPI)

In addition to Penn Credit's speech analytics solution, Penn Credit's collection system tracks all aspects of the collection process, creating audit trails and tracking a range of KPIs, which include but are not limited to the following:

- Payments
- Adjustments
- Collector comments
- Notices sent
- Average talk time
- Call volumes
- Outbound contact rates
- Skip Tracing Performed
- Account Status
- Payment plans and agreements

### PERSONNEL ACTIONS

Collection supervisors are responsible for monitoring and tracking the daily activity in the following areas to ensure collection standards are obtained:

- Account Workflow: Payment plans, broken promises, skip tracing and follow up
- Number of accounts worked, phone contacts and minutes on the phone
- Compliance with company policies, the FDCPA and other applicable laws/statutes

### OVERVIEW OF KPI REPORTS AND TRACKING

Penn Credit's collection system generates a number of KPI reports that allow our supervisors and managers to monitor collection activity in order to obtain maximum recoveries.

- **IAT/CT Center Dashboard:** Provides real-time view of call center environment including number of agents logged-in, their call status, talk time, hold times, answer percentages, and other metrics related to the predictive dialer.
- **Collection Activity Report:** Provides a detail of how many accounts were worked by each active collector, and then by how many promises to pay/payment arrangements were established, how many accounts were closed or transferred to legal, and how many letters were requested by the constituent during contact.
- **Phone Report:** Provides a record of the total amount of calls on an incoming and outgoing basis and the total amount of time on the phone.
- **Collector Work Totals:** Provides a record of totals for the amount of work each collector does in their loop by priority.
- **Urgency Report:** Details number of credit card and direct check payments taken by the collection staff.



## ROBUST DATA SECURITY

Data Security is a primary focus at Penn Credit and part of our core culture. Whether it is physical security or network/data protection, all employees at Penn Credit are informed of security measures and motivated to maintain a genuinely secure environment.

Security awareness requires a commitment to continuous employee communication and training; therefore, each employee is knowledgeable of and compliant with Penn Credit's Corporate Security Policy, which addresses the security of all information, equipment, and processes within Penn Credit's ownership and control.

## MULTI-FACETED SECURITY TRAINING

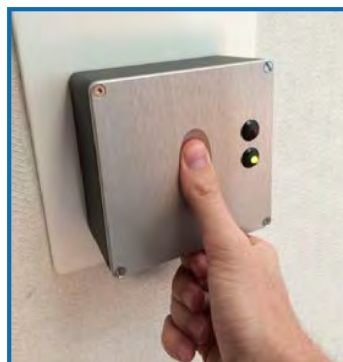
Training includes:

- Review of policies and procedures regarding computer and email usage are reinforced regularly for all employees.
- Those employees with Internet access are taught security "best practices" for the use of the Internet and email (for example not opening attachments from unknown senders and keeping passwords private). In addition to Internet security training and regular briefings, memos are distributed company-wide when new threats arise alerting all staff as to the threat, how to identify it, and what to do if it is encountered.
- Staff is constantly reminded of the importance of reporting unusual or potentially harmful activity amongst other employees, ensuring awareness of internal risk.
- All employees receive annual training on Penn Credit's Corporate Security Policy and are tested for a thorough understanding of all stated requirements.

Our tiered, multi-faceted approach to security provides both Penn Credit and our clients with a total security solution. In addition to the security awareness training for our employees, we have numerous additional measures to ensure the security of our clients' data. These measures follow.

## ENHANCED PHYSICAL SECURITY

High definition surveillance cameras (1080p), security alarms, ECARO-25 fire suppression system in our server room, strategically placed smoke and heat detectors, and biometric fingerprint-scan entry access, protect our offices 24 hours a day, seven days a week. Each individual department is also protected by biometric fingerprint-scan. Only authorized personnel are permitted into the Information Technology Department. Additionally, the Penn Credit Data Center is protected by a final biometric access point, an environmental temperature control and alarm system. Proper and immediate action will be taken against any unauthorized personnel attempting to enter these sensitive areas.



### MAINTAINING DATA INTEGRITY

Only users with authorized passwords can access accounts. Internal security modules guarantee that no unauthorized access to sensitive data can occur. We utilize a two-tiered security system involving access limitations at both workstation level and application software level.

### FIREWALL

Penn Credit's Internet firewall consists of a Cisco ASA 5512x hardware firewall. This hardware appliance logs all unsuccessful attempts to gain access to the internal network as a method of detecting intrusions from unauthorized personnel. Access to the location of data files is limited to the Information Technology Department. No other person in the organization can gain access to this end node.

### DESTRUCTION OF CONFIDENTIAL INFORMATION

It is Penn Credit's policy to shred all confidential documents when no longer needed. We utilize the services of a shredding company in the destruction of documents and are provided with locked bins where documents are held securely until they are **shredded on site**.

### FINANCIAL PROTECTIONS

#### PCI-DSS COMPLIANCE

Penn Credit is PCI-DSS Level 1 certified, ensuring that all card holder data we process is safe and secure at all times. Payment Card Industry Data Security Standard or PCI-DSS, is a global standard that was created to assist the credit card industry in the prevention of credit card fraud through increased controls and security. To meet these stringent requirements, Penn Credit has implemented the following procedures to protect our clients' sensitive data:



- Monthly internal & external network vulnerability scans via Nessus Professional Feed
- Credit card and checking account/routing number encryption on our system
- Annual third party penetration testing: web, internal & external
- Complete an on-site Report on Compliance (ROC) annually by a Qualified Security Assessor
- Maintain an Attestation of Compliance verifying that all PCI standards are appropriately met

## AUDITING

Statement on Standards for Attestation Engagements (SSAE) No. 18 is a widely recognized auditing standard developed by the American Institute of Certified Public Accountants (AICPA). As a client, the City is assured that Penn Credit has superior controls and safeguards to protect, host and process the data entrusted to us. Penn Credit has been through an in-depth audit of our control objectives and activities, signifying that we are able to provide reporting in a uniform format to our clients and their auditors. Penn Credit has completed the following audits:



- **SOC 1 (SSAE 18)** – A SOC 1 is a report on controls at a service organization that may be relevant to user entities' internal control over financial reporting.
- **SOC 2** – A SOC 2 report is based on the existing SysTrust and WebTrust principles. The purpose of a SOC 2 report is to evaluate an organization's information systems relevant to security, availability, processing integrity, confidentiality, or privacy.

## DISASTER RECOVERY PLAN

Our Disaster Recovery Plan is documented, along with team assignments, job descriptions, and a recovery checklist. It is tested annually to ensure the success of our disaster procedures and to monitor downtime and recovery. (A copy of this plan is available upon request.)

The Penn Credit Disaster Recovery Plan addresses site damage that affects batch processing and tracking, on-line processing or communications for an extended period due to fire, sabotage or weather-related damage. If the main office is not available, Penn Credit's State College office has a backup computer system to take the place of the current system if necessary. Our branch offices can be used for all clerical duties and collection efforts. Depending on the nature of the disaster, our projected timeframe for recovery is within 24 hours.

Penn Credit employs two different types of backups to ensure 100% data recovery:

- **Continuous Data Protection (CDP)** – Penn Credit utilizes continuous data protection to ensure that all changes to data located in the main office are immediately transmitted to the disaster recovery site location in State College.
- **Encrypted Tape Backup** – A daily tape backup is performed on all Penn Credit systems. This backup is taken to a separate Penn Credit secure off-site location.

Furthermore, Penn Credit has contracted with Agility Recovery Solutions™ to provide fast response disaster solutions such as; power generators, call center facilities, and telecom/computer infrastructure to supplement our current disaster recovery plan.



[www.PennCredit.com](http://www.PennCredit.com) • 800.800.3328

**Supplier: Penn Credit Corporation**

### **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “FN-18-01” titled “Debt Collection Services” attached hereto as a part hereof, the undersigned submits the following:

#### **A) Contact Information**

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

#### **COMPANY INFORMATION:**

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

#### **PRIMARY CONTACT FOR THE PROJECT:**

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

#### **AUTHORIZED APPROVER:**

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

#### **B) Sample Proposal Form**

Proposals shall include all costs and fees to provide the service for the City. Responses shall clearly detail their offer as a PERCENTAGE FEE. Rates included in the fee schedule made part of this bid shall be firm, not subject to change. The Successful Proposer(s) fee shall be added by the Successful Proposer(s) to the amount of the debt owed to the City. The City will not be responsible for any fees.

Description	Percentage %
All-inclusive percentage fee added to the balance owed to the city:	<b>Price to be Submitted Via BidSync</b>





Supplier: **Penn Credit Corporation**



City of Pembroke Pines

Attachment C

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the ,

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company

**Supplier: Penn Credit Corporation**



City of Pembroke Pines

Attachment D

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted (name of entity submitting sworn statement) whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is and my  
(Please print name of individual signing)  
  
relationship to the entity named above is .
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the

legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

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

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Bidder's Name/Signature

Company

Date

**Supplier: Penn Credit Corporation**



City of Pembroke Pines

Attachment E

## LOCAL VENDOR PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.  
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.  
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.**

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:





**Supplier: Penn Credit Corporation**



City of Pembroke Pines

Attachment F

## **VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION**

### **SECTION 1 GENERAL TERM**

#### **VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE**

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### **COMPARISON OF QUALIFICATIONS**

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### **SECTION 2 AFFIRMATION**

#### **VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:**

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☐ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.**

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:

3		4	6
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Supplier: **Penn Credit Corporation**



City of Pembroke Pines

Attachment G

## EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

### SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A

contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

## SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☐ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ **4.** The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME:

AUTHORIZED OFFICER NAME / SIGNATURE:





Supplier: **Penn Credit Corporation**



Attachment H

## **VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM**

### **SECTION 1 GENERAL TERM**

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

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

### **SECTION 2 AFFIRMATION**

- ☐ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.
- ☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.**

Authorized Signature

Authorized Signer Name

Company Name

**Supplier: Penn Credit Corporation**



*City of Pembroke Pines*

**Attachment I**

**SCRUTINIZED COMPANY CERTIFICATION  
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, , on behalf of ,  
Print Name and Title

Company Name

certify that :

Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Company Name

Print Name/Signature

Title



Supplier: **Penn Credit Corporation**



*City of Pembroke Pines*

**Attachment J**

**PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

**(Please attach certificate of status, competency, and/or state registration.)**

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a:      Sole Proprietorship ☐                      Partnership ☐                      Corporation ☐

**IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.**

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.



At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

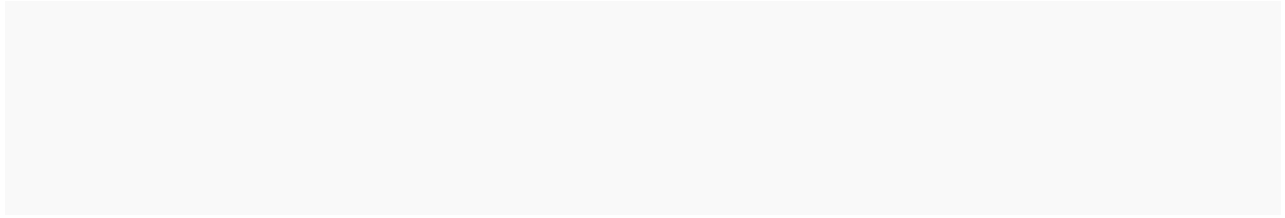
Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

Supplier: **Penn Credit Corporation**



**Collection Success Rate**

<b>COLLECTION SUCCESS RATE TABLE</b>				
<b>Age of Debt</b>	<b>Number of Accounts</b>	<b>Dollar Value of Accounts</b>	<b>Amounts Collected</b>	<b>% of Debt Collected</b>
<b>Less than 6 Months</b>				
<b>6 Months to 1Year</b>				
<b>Over 1 Year</b>				



PENNC-3

OP ID: MN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2018

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

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

<b>PRODUCER</b> Gallen Insurance Inc. PO Box 100 2237 Lancaster Pike Shillington, PA 19607-0100 Dave Gallen	<b>CONTACT NAME:</b> Kristie Lawrence <b>PHONE (A/C, No, Ext):</b> 610-898-6509 <b>FAX (A/C, No):</b> 610-777-9957 <b>E-MAIL ADDRESS:</b> klawrence@galleninsurance.com														
<b>INSURED</b> Penn Credit Corporation 2800 Commerce Drive Harrisburg, PA 17110	<table><tr><td><b>INSURER(S) AFFORDING COVERAGE</b></td><td><b>NAIC #</b></td></tr><tr><td><b>INSURER A:</b> Cincinnati Insurance Company</td><td>10677</td></tr><tr><td><b>INSURER B:</b></td><td></td></tr><tr><td><b>INSURER C:</b></td><td></td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Cincinnati Insurance Company	10677	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
<b>INSURER A:</b> Cincinnati Insurance Company	10677														
<b>INSURER B:</b>															
<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPP0502135	08/19/2018	08/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ EXCL GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0502135	08/19/2018	08/19/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EWC0502191	08/19/2018	08/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City of Pembroke Pines is included as Additional Insured under General Liability for the work performed by the named insured for the certificate holder where required in a written contract. Waiver of subrogation in favor of The City of Pembroke Pines is included on General Liability where required in a written contract.

## CERTIFICATE HOLDER

## CANCELLATION

<b>The City of Pembroke Pines</b> 601 City Center Way Pembroke Pines, FL 33025	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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# NOTEPAD:

HOLDER CODE

INSURED'S NAME Penn Credit Corporation

PENNC-3

OP ID: MN

PAGE 2

Date 12/20/2018

Sixty (60) day notice of cancellation applies to General Liability with the exception of a ten (10) day notice for non-payment of premium.

A.M. Best Rating:

Cincinnati Insurance Co.: A+





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2018

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<b>PRODUCER</b> Gunn Mowery, LLC P O Box 900  Camp Hill PA 17001-0900	<b>CONTACT NAME:</b> Angela Mackey <b>PHONE (A/C, No, Ext):</b> (717) 761-4600 <b>FAX (A/C, No):</b> (717) 761-6159 <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 20281
<b>INSURED</b>  Penn Credit Corp 2800 Commerce Dr  Harrisburg PA 17110		

**COVERAGES****CERTIFICATE NUMBER:** 18-19 Crime**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			68035829	08/19/2018	08/19/2019	Employee Dishonesty 5,000,000 Forgery or Alteration 1,000,000 Computer Fraud 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pembroke Pines is listed as joint payee on the above policy. 30 days advance notice of cancellation to the named insured per policy.

**CERTIFICATE HOLDER****CANCELLATION**City of Pembroke Pines  
601 City Center Way

Pembroke Pines

FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2018

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<b>PRODUCER</b> Gunn Mowery, LLC P O Box 900  Camp Hill PA 17001-0900	<b>CONTACT NAME:</b> Angela Mackey <b>PHONE (A/C, No, Ext):</b> (717) 761-4600 <b>FAX (A/C, No):</b> (717) 761-6159 <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Indian Harbor Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 36940
<b>INSURED</b>  Penn Credit Corp 2800 Commerce Drive P O Box 988 Harrisburg PA 17104		

**COVERAGES****CERTIFICATE NUMBER:** 18-19 Cyber**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Cyber			MTP9037449	08/19/2018	08/19/2019	Limit Deductible \$10,000,000 \$50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Pembroke Pines is an Additional Insured as respects to Cyber Coverage when required by written contract. 30 day written notice of cancellation applies. Waiver of Subrogation applies in respects to Cyber Coverage when required by written contract prior to loss.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines 601 City Center Way  Pembroke Pines FL 33025	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2018

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<b>INSURED</b>  Penn Credit Corp 2800 Commerce Dr. P O Box 988 Harrisburg PA 17104		

**COVERAGES****CERTIFICATE NUMBER:** CL18102621785**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			MPP9035930 01	11/01/2018	11/01/2019	Each Claim \$5,000,000 Policy Aggregate \$5,000,000 Deductible \$75,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pembroke Pines is an Additional Insured in respects to the E & O policy when required by written contract prior to a loss. Waiver of Subrogation applies in respects to E & O policy when required by written contract prior to loss. 30 day written notice of cancellation applies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines 601 City Center Way  Pembroke Pines FL 33025	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/2019

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<b>PRODUCER</b> PATRIOT INSURANCE AGENCY 13901 U.S. Highway 1 Suite 8 Juno Beach FL 33408	<b>CONTACT NAME:</b> Tina Tower <b>PHONE (A/C, No, Ext):</b> (561) 694-1776 <b>E-MAIL ADDRESS:</b> tina@gopatriotinsurance.com <b>FAX (A/C, No):</b> (561) 694-1774
<b>INSURED</b> Penn Credit Corp & Central Credit Control 1 To Be Given Palm Beach Gardens FL 33418	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Allied Insurance Company of America <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** CL1882202284 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACP3027739692	06/15/2018	06/15/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Fellow employee liability
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

FINANCIAL SERVICES

RE: 2017 LEXUS RCFRWD JTHHP5BC8H5006144

## CERTIFICATE HOLDER

## CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b>
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## ADDITIONAL COVERAGES

Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Comm Auto Plus Cov	Coverage Code APLUS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$328.00				
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				