



Submit Proposals To:
 City of Hollywood
 2600 Hollywood Boulevard
 Hollywood, Florida 33020
 Office of City Clerk, Room 221

CITY OF HOLLYWOOD, FLORIDA

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGMENT

RFP Title: Debt Collection Legal Counsel for Past Due Fees and Fines

RFP No.: 4410-14-RD

Service Required: Legal action to collection past due fees and fines

A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(F) of the City's Code of Ordinances.

Proposals must be received prior to 3:00 P.M., Tuesday, April 22, 2014 and may not be withdrawn within 90 calendar days after such date and time. Proposals received by the date and time specified will be opened in Room 303. All Proposals received after the specified date and time will be returned unopened.

Procurement Services Contacts: Ralph Dierks, or Linda Silvey, or Joel Wasserman, or his designee
 Telephone No.: (954) 921-3223 or (954) 921-3200 or (954) 921-3290

PROPOSER ACKNOWLEDGMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PROPOSAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING. THE PROPOSAL SUMMARY SHEET PAGES ON WHICH THE PROPOSER ACTUALLY SUBMITS A PROPOSAL AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE PROPOSAL DOCUMENT.

Proposer's Name: <u>SPECHMAN + FISHER, P.A.</u>	Fed. ID No. or SS Number <u>59-2619476</u>
Complete Mailing Address: <u>2775 Sunny Isles Blvd. #100 MIAMI, FL 33160</u>	Telephone No.: <u>305-521-8801</u>
	Fax No.: <u>305-936-0200</u>
Do You Have a Permanent Office Located in the City of Hollywood? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	E-Mail Address: <u>Steve.Sprechman@sprechmanlaw.com</u>
Indicate type of organization below: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other <input type="checkbox"/>	

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFP SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE RFP DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR RFP NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS PROPOSAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE PROPOSAL DOCUMENTS AND THAT HE HAS MADE NO CHANGES IN THE PROPOSAL DOCUMENT AS RECEIVED. HE FURTHER PROPOSES AND AGREES, IF HIS PROPOSAL IS ACCEPTED, HE/SHE WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN HIM AND THE CITY OF HOLLYWOOD, FLORIDA, FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS PROPOSAL PERTAINS. FURTHER, BY SIGNING BELOW IN BLUE INK, ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

STEVE SPECHMAN
 Authorized Name and Signature

Title

PRESIDENT

Date

4/17/14

**SUBJECT: DEBT COLLECTION LEGAL COUNSEL FOR
PAST DUE FEES AND FINES
RFP-4410-14-RD**

**LAW OFFICES OF
SPRECHMAN & FISHER, P.A.
2775 SUNNY ISLES BLVD.
SUITE 100
MIAMI, FLORIDA 33160**

FEI 59-2619476

**CONTACT: STEVE SPRECHMAN
305-521-8800 ext 140**

April 16, 2014

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RFP CHECKLIST

RFP-4410-14-RD

- _____ Please check each line item after the completion of the appropriate item.
- ☒ I verify that the signature on page number one (1) is the signature of the person authorized to bind the agreement. (Preferably in blue ink)
- ☒ I acknowledge reading and signing the Hold Harmless Statement.
- ☒ I have included all information, certificates, licenses and additional documentation as required by the City in this RFP document.
- ☒ I have checked for any addendums to this RFP, and will continue to check for any addendums up to the due date and time of this RFP.
- ☒ I have submitted one (1) original and twelve (12) copies and one (1) electronic copy (CD) of the entire proposal with addendums.
- ☒ I have verified that the outside address label of my RFP package is clearly marked to include my company's name, address, RFP number and date of RFP opening.
- ☒ I have read and completed (if applicable) the "Disclosure of Conflict of Interest".
- ☒ I am aware that a Notice of Intent to award this bid shall be posted on the City's website at www.hollywoodfl.org and on the Procurement Services bulletin board in room 303 at City Hall, and that it is my responsibility to check for this posting. Also, I have provided my email address, as the City, at its discretion, may provide me information by such means regarding this procurement process.
- _____ I have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time (if applicable).

NAME OF COMPANY: SPRECHMAN & FISHER, P.A

PROPOSER'S NAME: STEVEN SPRECHMAN



PROPOSER'S AUTHORIZED SIGNATURE:

DATE: APRIL 17, 2014

LAW OFFICES OF
SPRECHMAN & FISHER, P.A.

2775 SUNNY ISLES BOULEVARD, SUITE 100, MIAMI, FLORIDA 33160-4007

Phone: 305.931.0100 • Toll Free: 800.440.6289 • Fax: 305.936.0200

Email: sprechman@sprechmanlaw.com • Web Site: www.sprechmanlaw.com

LEONARD BENDELL

Director of Operations

ROBERT P. LERNER

Collection Manager

STEVEN B. SPRECHMAN • STACEY S. FISHER • JASON B. BLOOM • ROBERT B. RABIN

LETTER OF TRANSMITTAL

To Whom It May Concern:

The Law Firm of Sprechman & Fisher, P.A. concentrates solely in the collection of commercial and consumer debts.

This proposal is submitted for the intent of representing the City of Hollywood, FL in various collection matters. It is understood that we will be expected to file suit in the City's name seeking judgments and to petition the Circuit Court to collect code enforcement fines levied in accordance with Florida Statutes, Chapter 162.

The following personnel will be authorized to represent our firm located at the address of 2775 Sunny Isles Blvd., Suite 100, Miami, Florida 33160:

Steve Sprechman, President 305-521-8800 ext 140

Leonard Bendell, Director of Operations 305-521-8800 ext 194

Stacey Fisher, Vice President 305-521-8800 ext.118

Sprechman & Fisher, P.A. has represented the City of Hollywood since 2002 for overdue fees and fines collection services, and is very familiar with the debts owed to the City requiring collection activity. We have a complete understanding of the City's claims issues, and the process the City uses to refer those claims to its legal representative. Our knowledge of Chapter 162 of Florida Statutes allow us to utilize it to maximize our collections on behalf of the City.

Through the past 12 years of working with City staff, Sprechman & Fisher, P.A. has become knowledgeable of the City's procedures for managing its claims and collection process, as well as the legal issues of concern to the City.

Sprechman & Fisher, P.A. is highly desirous of continuing our representation of the City of Hollywood and will continue to endeavor to perform at the highest level of service on the City's behalf.

Sprechman & Fisher, P.A. is based in North Miami Beach, Florida and services the state of Florida. We are located at 2775 Sunny Isles Boulevard, North Miami Beach, FL 33160. The firm presently employs 43 staff members including, collection, legal, investigative, and administrative staff.

Sprechman & Fisher, P.A. represents a variety of clients including, municipalities, Law Firms, manufacturing, retail, service industries, collection agency referrals, among others.

During the past two years and for a total of 12 years, Sprechman & Fisher, P.A. has continuously represented the City of Hollywood for collection of past due fees and fines. Our contact at the city is James Jeffers. He may be contacted at 954/921-3319.

Our philosophy is service. Steve Sprechman has been rated "AV" by Martindale-Hubbell, which is the highest rating a lawyer can obtain. We are also listed in the Martindale-Hubbell Bar Register of Preeminent Attorneys and the South Florida Legal Guide as a "Top Lawyer".

Very truly yours,
SPRECHMAN & FISHER, P.A.

By: 

Steven B. Sprechman

5. PROFILE OF THE FIRM, STAFF EXPERIENCE & QUALIFICATIONS:

- a. The Law Offices of Sprechman & Fisher, P.A. is a local firm, established in 1985. The firm covers the state of Florida with specific emphasis on Miami-Dade, Broward, Palm Beach, Monroe, Collier, and Lee counties
- b. We are located at 2775 Sunny Isles Blvd., Suite 100 in North Miami Beach, Florida.
- c. The firm's expertise is in consumer and commercial collections. We are thoroughly experienced in the collection of all types of consumer debt including credit card, auto deficiencies, bank debt, rent, medical etc. Our commercial and consumer collection activities includes the collection of liens and fines mandated under Florida Statute 162 for County and Municipal Governments.

Sprechman & Fisher, P.A. consists of forty-three dedicated and experienced employees, including four (4) attorneys, who possess more than fifty (50) years of collection experience among them. All of our employees are trained in the collection profession, and serve our clients promptly, efficiently, and at a reasonable cost.

During 2013 the firm opened more than 4700 claims and collected in excess of \$17,000,000 for its clients.

Sprechman & Fisher, P.A. has been collecting liens and other debts for the City of Hollywood, Florida since 2002. Our Attorneys are specifically trained in the collection of municipal debts and liens. F.S 162.09 authorizes the City to foreclose or file suit on any lien in favor of the City. The statute specifically states that the City shall not foreclose on homestead property.

- d. Similar engagements - past two years:
City of Hollywood, Florida
James Jeffers, Revenue Analyst
954/921-3319 fax 954/921-3056
Email: jjeffers@hollywoodfl.org
- e. Sprechman & Fisher, P.A. has never been sued by any client. There are no suits by any client arising out of our performance. Periodically we are sued under the Fair Debt Collection Practices Act. We believe we are sued far less than our competition. Fair Debt Collection Practices Act claims, unfortunately, are a part of the debt recovery business.

6. SUMMARY OF PROPOSER'S QUALIFICATIONS

a. Program Managers

Steven B. Sprechman, Senior Partner & President, is a graduate of the University of Florida College of Law. Mr. Sprechman received a Bachelor of Arts degree at the University of Florida in 1981 and was admitted to practice law in the State of Florida the same year. He is a member in good standing of the Florida Bar, as well as the United States District Court for the Southern District of Florida. Mr. Sprechman is a member of the Dade County Bar Association, American Bar Association, Commercial Law League of America, National Association of Retail Collection Attorneys and the International Association of Commercial Collectors. Mr. Sprechman has addressed the Commercial Law League of America on "Litigating The Insurance Premium Collection Case" and the Premium Audit Advisory Service Annual Meeting on "Winning Court Cases-Tips, Techniques & Tactics".

Stacey S. Fisher, Partner & Vice President, is a graduate of the University of Miami School of Law. Ms. Fisher received a Bachelor of Science in Psychology at Nova University in 1986. Ms. Fisher received her Juris Doctor Degree in 1989 and was admitted to practice law in the State of Florida the same year. She is a member in good standing of the Florida Bar and a member of the Real Property, Probate and Trust Section of the Florida Bar, the American Bar Association and the Litigation Section of the American Bar Association. She is also Chairman of the Board of the Keiser College Paralegal Studies Advisory Board. Stacey co-represented the City of Hollywood as the presenter of the program " Litigating Municipal Collections & Defenses That Arise" to a statewide conference at the request of the City staff.

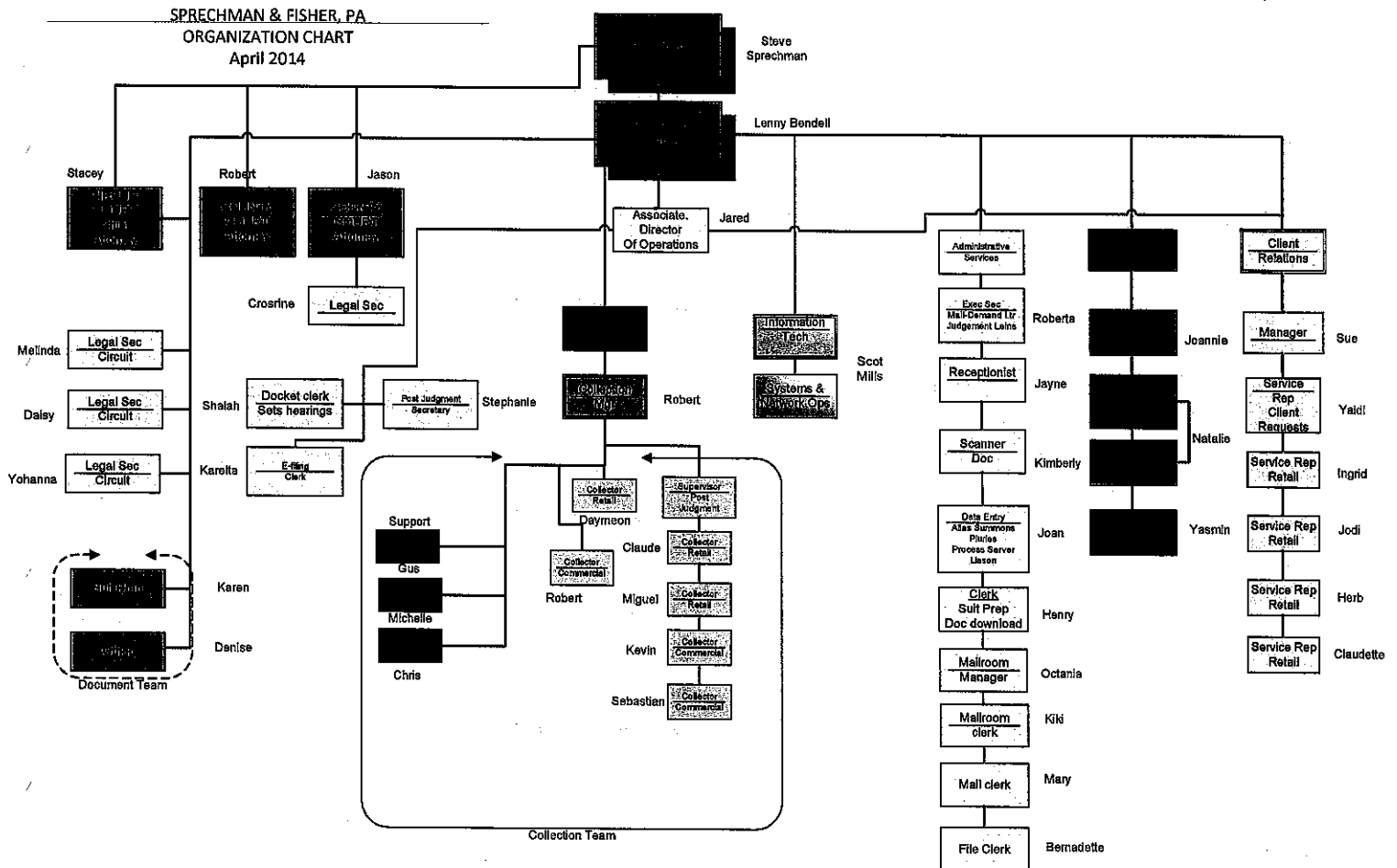
Leonard Bendell, Director of Operations, is a graduate of Saint Petersburg College and attended the University of Miami for graduate courses. Mr. Bendell owned and operated Asset Investigation & Discovery, Inc. a large collection agency in the southern United States. He was Vice President of the Florida Collectors Association and for many years was an active instructor on behalf of the American Collector's Association. Mr. Bendell holds the certification of Certified Consumer Credit Executive from the National Society for Consumer Credit Executives and is certified in FDCPA. Mr. Bendell is the author of the book " Payment In Full", a guide to debt collection for creditors.

Robert Lerner, Collection Manager, is a graduate of Baruch University in New York, where he received his Bachelor of Arts degree in 1979. He has been a collection manager since 1988 in all aspects of collections, from medical to commercial. He is a Certified Collector by the American Collectors Association since 1989. He is fully versed in the Fair Debt Collection Practices Act. Robert has been the Collection Manager at Sprechman & Fisher, P.A. since September of 2000.

b. Expertise

Sprechman & Fisher, P.A. is proud of our 29 years in the legal profession. Our expertise in consumer and commercial debt collection is unparalleled having managed well over two hundred sixty thousand claims during the period. Our claims management procedures from pre-suit to post-judgment have been developed over many years and include constant activity on each file throughout its life. Our post judgment department even has a procedure when we conclude there are no pre-suit assets, where we maintain vigilance over each non revenue producing file every 90 days and constantly search for changes in employment, vehicles, and other assets. In addition, our system is set to notify clients several months in advance of expiration of lien recordings and judgment to enable sufficient time to renew and protect the City's position. We also have a client service department which assists the City in providing status updates every 30 on every file.

c. Organization Chart Follows



- d. City Support Staff- We will need a contact to receive status reports, authorize suits, authorize settlements and answer questions. We will also need a contact to attend mediations and trials when necessary (we do everything possible to avoid our clients appearing).

7. PROGRAM UNDERSTANDING, APPROACH, & METHODOLOGY:

When a claim arrives at our firm, a file is immediately opened and a demand letter is sent to the debtor, requesting that the debtor contact us and pay the debt in full. The file is then turned over to one of our collector-investigators. Using all resources available, they attempt to locate the debtor and any assets the debtor may have. Once contact with the debtor is made, our collector-investigators attempt to obtain payment in full or establish a payment plan, subject to client approval.

If the debtor is non-responsive a recommendation is made to the client whether to file suit or not. If suit is authorized by you, we will file same immediately and vigorously proceed to judgment and collection. After we have obtained a final judgment, it is sent to be certified, recorded and a judgment lien is obtained. Upon receipt of the judgment, we begin post judgment investigation of assets owned via collector research of public records, use of vendor databases, determination and search of employment status, banking information, etc. In addition, we send the debtor Post Judgment Discovery which is a series of questions they must answer and documents they must provide regarding their assets such as a request for copies of their tax returns, car registrations, bank statements, and canceled checks. With this information, we can proceed to collect against their assets. This includes, but is not limited to, bank and wage garnishments, levy of automobiles and any property debtor may own that is not homestead exempt.

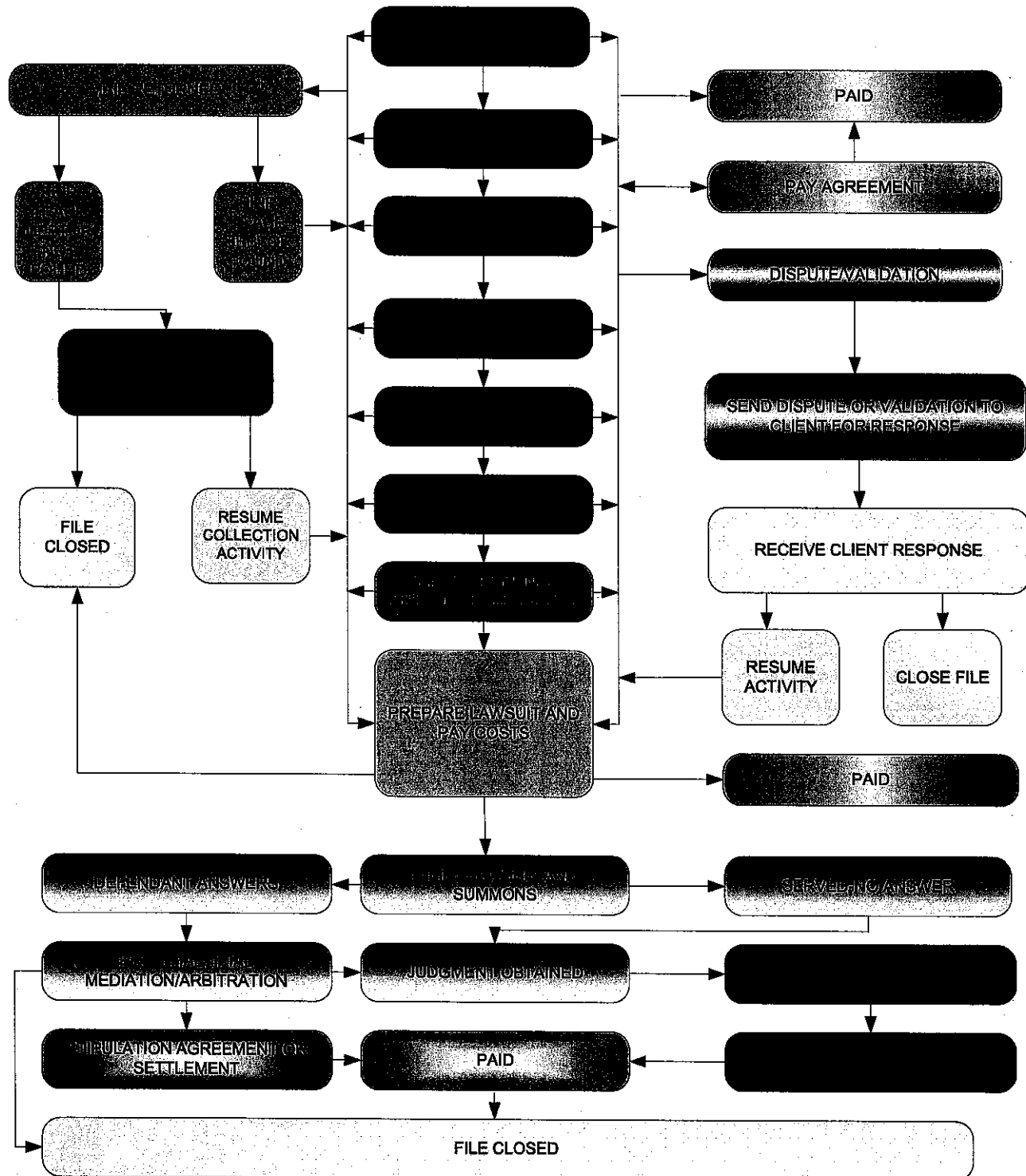
The firm's computer system is "state of the art", allowing us the ability to efficiently monitor all claims and provide our clients with comprehensive reports. We maintain and utilize Collection Master, the premier legal software package specifically designed for collection of debts. We use Image Master Software and scan into each individual file every piece of paper that enters and leaves our office.

A summary is done on each claim, and if payment arrangements have not been made, it is forwarded to our legal department for immediate suit upon approval from the client.

Debtor assets location- Locating assets is an integral part of the process that Sprechman & Fisher, P.A. follows in determining the best route for collection of the debt. We utilize a variety of vendors who provide database services including motor vehicles, real property, employment, bank information among other data.

Legal Recommendations- We provide a summary of whether we have made debtor contact, as well as any assets we have found. The client can provide prior suit authorization or authorize suit individually based upon our initial recommendations (our initial report).

A decorative horizontal line consisting of a solid black wavy line above a stippled (dotted) wavy line.



8. FEE STATEMENT:

Our fee will be 25% contingency basis with no percentage split or retainer necessary. The client is responsible to reimburse us for all expenditures of court costs. We usually bill twice a month or as you direct. Normal costs are filing fees, service of process, judgment lien, certify and record judgment. Post judgment expenses can include, subject to your authorization, subpoenas, depositions, clerk's fees for garnishments, and sheriff's fees for levies. We do not charge for any in-house costs. All costs charged are necessary and reasonable.

In the event a counterclaim or appeal is filed in an action brought by the City of Hollywood, Florida and it becomes necessary to defend, Sprechman & Fisher, P.A.'s fee for legal services rendered will be discounted to an hourly rate of \$175.00 per hour. These sums are in addition to the contingency fee.

a. Court Filing Fees are as follows:

FROM	TO	FEE
\$.01	\$99.00	\$55.00
\$ 100.00	\$500.00	\$80.00
\$ 500.01	\$2,500.00	\$175.00
\$ 2,500.01	\$15,000.00	\$300.00
\$15,000.01 & over		\$401.00

**Plus \$10.00 per defendant*



RFP-4410-14-RD

CITY OF HOLLYWOOD, FLORIDA

BID/PROPOSAL NOTIFICATION

PROCUREMENT SERVICES DIVISION

Notice to Offerors: Log on to www.hollywoodfl.org and select the link to Vendor Registration & Bids to register as a supplier.

BID / PROPOSAL DOCUMENT INFORMATION

Bid/Proposal Number:	RFP-4410-14-RD
Bid/Proposal Name:	Debt Collection Legal Counsel for Past Due Fees and Fines
Procurement Contact Person:	Ralph Dierks
Email Address:	rdierks@hollywoodfl.org
Telephone Number:	(954) 921-3223
Bid/Proposal Opening Date:	3:00 P.M., April 22, 2014
Pre-Bid/Proposal Conference Date:	N/A
<input type="checkbox"/> Mandatory if Box is Checked	

To view or download this Bid or RFP and any addenda go to:

www.hollywoodfl.org.bids.aspx and click on the bid or proposal number referenced above on this document or the corresponding addendum.

A Cone of Silence is in effect with respect to all Formal Bids and Request for Proposals. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15 (F) of the City's Code of Ordinances.



Bid/Proposal Name: Debt Collection Legal Counsel for Past Due Fees and Fines

Bid/Proposal Number: RFP-4410-14-RD

Bid/Proposal Opening Date: 3:00pm, April 22, 2014

Firm Name/Address: _____

Return to:

**City of Hollywood, Florida
c/o: Office of City Clerk
2600 Hollywood Blvd., Rm#: 221
Hollywood, Florida 33020**

NOTE: Always use the label to the left on all packages when returning your bid or proposal to the City.



NOTICE TO ALL BIDDERS AND PROPOSERS

Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

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**REQUEST FOR PROPOSAL FORM
CITY OF HOLLYWOOD, FLORIDA**

"AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY"

PART I:

Scope of Services:

A. STATEMENT OF PURPOSE

The City of Hollywood is requesting proposals from qualified law firms to represent it in various collection matters.

B. BACKGROUND

Individuals or entities may have become indebted to the City of Hollywood in a variety of ways, including, but not limited to, the following:

1. Unpaid utility bills. The City of Hollywood provides water and sewer service to customers of the City. Hollywood Code of Ordinances Chapter 51 provides for a fee to be charged for water use. Pursuant to Section 51.142(E) of the Code, unpaid water charges constitute a lien upon the property which consumed the water. Sewer service is provided, and charges provided therefore, pursuant to Chapter 52, Hollywood Code of Ordinances. Pursuant to Section 52.53(G), unpaid sewer charges also constitute a lien upon real property.
2. Local business taxes. Under the authority of Chapter 205, Florida Statutes, the City of Hollywood imposes local business taxes. The collection of delinquent local business taxes and penalties is provided in Fla. Stat. §205.053.
3. Code enforcement fines. Pursuant to Chapter 162, Florida Statutes, Hollywood has adopted ordinances regarding code enforcement. Properties which are not maintained in conformance with property standards are prosecuted before Special Magistrates, who oftentimes levy fines against property owners who do not bring their properties into compliance. Pursuant to chapter 162, the code enforcement fines may form the basis of actions for money judgments.
4. Emergency alarm system fees. Individuals or entities become indebted to the City of Hollywood with regard to emergency alarm systems in one of two ways. The first is a failure to pay an annual fee for an alarm system permit contrary to Section 93.22, Hollywood Code of Ordinances. The second class of cases is for individuals or entities that have had more than four false alarms in a permit period and are accordingly subject to a mandatory service charge pursuant to Section 93.99, Hollywood Code of Ordinances.
5. Address the collection of judgments obtained by the City of Hollywood's Office of the City Attorney. These would be judgments the City obtains for mortgages, loans and cross claims for foreclosure actions.

C. OBJECTIVE

The firm(s) selected will be expected to file suit in the City's name seeking a judgment for all applicable fines, fees and costs which may be due the City. In addition, as authorized by Chapter 162, Florida Statutes, the firm(s) selected will be expected to petition the Circuit Court to collect code enforcement fines levied after October 1, 2000. The firm(s) selected will also be expected to engage in post-judgment collection efforts as appropriate, including, but not limited to, discovery in aid of execution, garnishment, levy and execution.

The City will provide to the selected firm (s) separate lists of delinquent accounts for each of the specified categories and an estimate of the total amounts due.

Compensation will be contingent upon the amount of debt successfully collected.

Firms responding to this Request for Letters of Interests should submit their contingency fee, percentage split, retainer or combination of fees desired.

The City will reserve the right to review the filing costs on an individual suit basis prior to filing.

The City will reserve the right to terminate the agreement with the selected firm(s) immediately upon giving written notice of termination.

CONTRACT TERM:

The term of this contract shall be for a period of two (2) years beginning upon date of award or expiration of current contract, whichever is later. The City may renew this contract for two (2) additional two (2) year periods subject to City's option, vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City of Hollywood.

Termination:

The City of Hollywood reserves the right to cancel this agreement with or without cause, immediately upon providing written notice to the vendor. Upon termination, the vendor will be allowed to continue representing the City in those matters previously assigned to the vendor, but no new matters will be assigned to the vendor.

PART II: PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION REQUIREMENTS

All Proposals shall be received by the City Clerk, City of Hollywood, City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020, and plainly marked on the outside of the envelope using the label available on page two of this document.

PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED BELOW:

RFP NO.

RFP-4410-14-RD

**Debt Collection Legal Counsel
for Past Due Fees and Fines**

TO BE OPENED:

3:00 P.M., April 22, 2014

AND ADDRESSED TO:

**CITY OF HOLLYWOOD
OFFICE OF THE CITY CLERK
2600 HOLLYWOOD BLVD., ROOM 221
HOLLYWOOD, FLORIDA 33020**

AN ORIGINAL, CLEARLY IDENTIFIED, AND TWELVE (12) COPIES AND ONE (1) ELECTRONIC COPY (CD) OF YOUR PROPOSAL MUST BE SUBMITTED AT OR BEFORE TIME OF PROPOSAL OPENING.

It will be the sole responsibility of the Proposer to have his Proposal delivered to the Office of the City Clerk on or before the closing hour and date shown above for receipt of Proposals. If a Proposal is sent by mail, the Proposers shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for receipt of Proposals. Proposals thus delayed will not be considered and will be returned unopened after award.

SUBMISSION REQUIREMENTS (CONTINUED)

The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. If the Proposer so wishes, the Proposal may be accompanied with brochures, promotional materials, or displays properly identified. However, Proposal Submission Requirements as listed herein must be followed. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City Commission of the City of Hollywood, and in case of default the City of Hollywood reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

FORMAT**1. Title Page**

Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

2. Table of Contents

Clearly identify the material by section and page number.

3. RFP Checklist**4. Letter of Transmittal**

Limit to one (1) or two (2) printed pages.

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

SUBMISSION REQUIREMENTS (CONTINUED)

5. Profile of Proposer

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.
- d. Provide a list and description of similar municipal engagements satisfactorily performed within the past two (2) years. For each engagement listed, include the name, email, fax and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.
- e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?

6. Summary of Proposer's Qualifications.

- a. Identify the program manager and each individual who will work as part of the engagement, including at least one such individual who is a member of The Florida Bar. Include resumes for each person to be assigned. The resumes may be included as an appendix.
- b. Describe the expertise in conducting similar programs for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.
- c. Describe the organization of the proposed program team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
- d. Describe what municipal staff support you anticipate for the program.

SUBMISSION REQUIREMENTS (CONTINUED)

7. Project understanding, proposed approach, and methodology.

Describe your approach to performing the contracted work. This should include the following points:

Type of services provided. Discuss your role and that of other parties involved in the data gathering, data analysis and recommendation process.

Discuss your project plan for this engagement outlining major tasks and responsibilities, time frames and staff assigned.

8. Summary of the Proposer's Fee Statement.

The Proposal will show the fee schedule. Express your fee in a lump sum not-to-exceed maximum amount, based on percentage of collection, and a separate price for the components of the work shown in scope of service and include a chart of the rates which ties percentage to hours assigned to the personnel. Additionally, indicate your expectations concerning reimbursement for travel, per diem expenses, photocopying, telephone lines or other incidental expenses, if applicable. If additional work is required beyond the scope of this contract, how would those services be billed? This may include additional presentations or follow-up as requested.

9. Project time schedule, if applicable.

Provide a detailed time schedule for this project.

NOTE: It is the responsibility of each Proposer to redact all financial information (i.e., social security numbers and bank account numbers) from your RFP prior to submittal, which are exempt from the Florida Statutes Chapter 119, (Public Records Law).

B. INSURANCE REQUIREMENTS

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. **Commercial General Liability Insurance** naming the City as an additional insured with not less than the following limits:

General Aggregate	\$300,000
Products-Comp/Op Aggregate	\$300,000
Personal and Advertising Injury	\$300,000
Each Occurrence	\$300,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

- B. **Commercial Automobile Liability Insurance** naming the City as an additional insured with not less than the following limits:

Combined Single Limit	\$100,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker's Compensation:

- C. **Worker's compensation insurance** covering the contractor and the contractor's employees with not less than the following limits:

Worker's Compensation	\$100,000/500,000/100,000 for coverage
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- D. Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, **Professional Liability Insurance** which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$250,000 per Occurrence/\$500,000 Aggregate

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) 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 or extension thereunder is in effect.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

HOLD HARMLESS AND INDEMNITY CLAUSE

SPRECHMAN & FISHER P.A. 

STEVE SPRECHMAN

(Company Name and Authorized Signature, Print Name),

the contractor shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

SPRECHMAN & FISHER P.A. 

STEVE SPRECHMAN

(Company Name and Authorized Signature, Print Name),

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

C. GENERAL INFORMATION AND SCHEDULE

For information concerning procedure for responding to this Request for Proposal (RFP), contact the Procurement Services Division, Ralph Dierks, Procurement Manager at (954) 921-3223, or Linda Silvey, Budget and Procurement Technician at (954) 921-3200 or Joel Wasserman, Director, Procurement Services at (954) 921-3290, or his designee. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or Proposal procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing. Questions should be directed to the City of Hollywood, P.O. Box 229045, Hollywood, Florida 33022-9045, Attention: Ralph Dierks, Procurement Services Division, or to facilitate prompt receipt of questions, they may be sent via fax at (954) 921-3086, or via e-mail to rdierks@hollywoodfl.org or lsilvey@hollywoodfl.org or contact the Director of Procurement Services or his designee. **Questions must be received no later than 5:00 P.M., April 8, 2014.**

RFP Schedule

REQUEST FOR PROPOSALS ISSUED

March 25, 2014

PROPOSAL DUE DATE-PRIOR TO 3:00P.M.

April 22, 2014

D. OTHER CONSIDERATIONS

1. The City reserves the right to approve substitutions for assigned personnel proposed for this engagement. Substitutions may be allowed for staff turnover, sickness or other emergency situations.
2. All contact for information regarding the Proposal must be addressed to the City of Hollywood's Procurement Services Division. Over the course of this RFP process, related contact with City Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that vendor.

Each Proposer shall examine all Proposal Documents and judge for themselves all matters relating to the adequacy and accuracy of the documents. If the Proposer is of the opinion that any part(s) of the Proposal Document is incorrect or obscure, or that additional information is needed, he should request such information or clarification from the Procurement Services Division in order that appropriate addenda may be issued, if necessary, to all prospective Proposers.

3. No oral change or interpretation of the provisions contained in this Request for Proposal is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to Proposal Documents are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

RFP-4410-14-RD

4. All materials submitted in response to the RFP become the property of the City of Hollywood and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFP whether amended or not and selection or rejection of the Proposal does not affect this right, provided however, that any Proposal that has been submitted to the City Clerk's Office may be withdrawn prior to Proposal opening time stated herein, upon proper identification and signature releasing Proposal Documents back to Proposer.
5. After initial review of the Proposals, the City may invite consultants for an interview to discuss the Proposal and meet its representatives, particularly key personnel who would be assigned to the project. It is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the Proposal.
6. Copies of Proposals submitted may not be viewed until thirty (30) days after RFP opening date.
7. The City reserves the right to determine, at its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals. The City further reserves the right to negotiate with any person or firm submitting Proposals and reserves the right to reject any or all Proposals with or without cause. The City also reserves the right to waive minor technical defects in a Proposal. In the event that this Request for Proposals is withdrawn by the City for any reason, the City shall have no liability to any applicant for any costs or expenses incurred in connection with this Request for Proposals or otherwise. All such expenses incurred in the preparation of a Proposal shall be borne by the Proposer.

Failure or refusal of the successful Proposer to execute a contract within thirty (30) days after award shall constitute a default. Any such Proposer shall not assign, transfer, convey or otherwise dispose of any or all of its rights, title or interest therein, or its power to execute such contract to any person or firm without prior written consent of the City.

8. Vendors conducting business with the City of Hollywood whose business is located in the State of Florida, should be properly registered with the State of Florida Division of Corporations. Registration is a requirement to do business with the City of Hollywood, however, the State of Florida Division of Corporations registration process is not administered by the City. Please visit <http://sunbiz.org/> to register your company or for further question regarding registration.

NOTE: The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

E. EVALUATION CRITERIA

Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City. The Items to be considered during the evaluation and the associated point values are as follows:

- | | | |
|----|--|---------------|
| 1. | Location Hollywood Preference | 0 - 5 points |
| 2. | Program Understanding, Proposed Approach and Methodology | 0 - 10 points |
| 3. | Evidence of satisfactory performance of similar engagements, especially municipal engagements, in the past two (2) years to include scope and duration | 0 - 25 points |
| 4. | References and successfully completed similar engagements, specifically municipal engagements | 0 - 10 points |
| 6. | Cost | 0 - 50 points |

MAXIMUM TECHNICAL POINTS**100****F. SELECTION PROCESS**

Evaluation of the Proposals will be performed by a committee selected by the City. The committee will evaluate the firms according to their Proposal. The initial scores will be tallied and a short list will be developed consisting of the firms receiving the highest point ratings. The committee may conduct discussions with offerors on the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing offerors. These firms may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinance, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm.

G. EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall provide a written statement that it does not and will not discriminate against any person, employee, or applicant for employment, because of race, creed, color, religion, sex, national origin, ancestry, age or disability.

H. PROMPT PAYMENT: LATE PAYMENTS BY CONTRACTOR TO SUBCONTRACTOR AND MATERIAL SUPPLIERS; PENALTY:

When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

I. ADA COMPLIANCE

Persons with disabilities who require reasonable accommodation to participate in City programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management at (954) 921-3218 (voice). If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.

J. PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

K. DECLARATION

The aforementioned, as Proposer (herein used in the masculine singular, irrespective of actual gender and number), declares, under oath that no other person has any interest in this Proposal or in any resulting agreement to which this Proposal pertains, that this Proposal is not made with connection or arrangement with any other persons, and that this Proposal is made without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the instructions to Proposers, that he has read all addenda, if any, issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general conditions of the agreement and all relevant information to which this proposal pertains.

L. DISCLOSURE OF CONFLICT OF INTEREST

Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor's business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any name, the City shall interpret this to mean that no such relationship exists.



City of Hollywood, Florida

PROCUREMENT SERVICES RM. 303
P. O. Box 229045 ZIP 33022-9045

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN, that the City Commission of the City of Hollywood, Florida is advertising for Sealed Request for Proposals, which will be received by the City Clerk of the City of Hollywood, Florida at City Hall, 2600 Hollywood Blvd., Room 221, Hollywood, Florida 33020 until **3:00 P.M., April 22, 2014**, at which time they will be opened and publicly read in the Procurement Services Division, Room 303, City Hall, 2600 Hollywood Boulevard, Hollywood, Florida.

**FOR: Debt Collection Legal Counsel
for Past Due Fees and Fines**

**RFP NO. 4410-14-RD
ADDENDUM NO. 1**

Please make the following changes (additions, deletions or corrections) in the above named RFP.

Questions submitted in regards to the above RFP and corresponding answers:

Q1: Why is the contract out to bid at this time?

A1: It has been approximately 12 years since the City solicited these services.

Q2: When is the anticipated contract start date?

A2: Upon City Commission approval.

Q3: Has the current contract gone full term?

A3: The current contract has an indefinite term. It is terminable by the City at any time.

Q4: Have all options to extend the current contract been exercised?

A4: Not applicable.

Q5: Who is the incumbent, and how long has the incumbent been providing the requested services?

A5: Sprechman & Fisher, P.A. They've been providing the services for 12 years.

Q6: How are fees currently being billed by any incumbent(s), by category, and at what rates?

A6: The incumbent is paid a contingency fee of 25% of any amounts collected. Generally, the incumbent receives monies collected by it on behalf of the City and deposits them in its trust account. The incumbent then deducts its fees and disburses the balance to the City. The incumbent advances all court costs and is reimbursed for same by the City.

Q7: What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

A7: \$37,617.18 last fiscal year.

**RFP NO. 4410-14-RD
ADDENDUM NO. 1**

Q8: To how many vendors are you seeking to award a contract?

A8: **One.**

Q9: Please describe your level of satisfaction with your current vendor(s), if applicable.

A9: **Satisfactory. City procedure requires new solicitations to ensure competition, which allows vendor opportunities and provides the City current trends and available marketplace information.**

Q10: Please clarify and re-phrase how you want pricing expressed, as the following passage of the RFP is difficult to understand: "Express your fee in a lump sum not to exceed maximum amount, based on percentage of collection, and a separate price for the components of the work shown in scope of service and include a chart of the rates which ties percentage to hours assigned to the personnel."

A10: **In C. OBJECTIVE, Page 6, the fourth paragraph, should read as follows:**

Firms responding to this Request for Proposals should submit their contingency fee, percentage split, retainer or combination of fees desired.

Also, under Submission Requirements, page 10, #8, the language is changed to the following:

If your fee is a fixed percentage for monies collected, list the percentage.

If your fee is a variable percentage for monies collected, list fee due by percentage of dollar increments collected.

If your fee is an hourly rate for time assigned to specific personnel, list fee per full hour or any portion of an hour for each staff member.

If your fee is based on a combination of fixed, variable or hourly charges, list the basis for each rate and when it would apply.

ADD the following Payment Language:

The City will authorize the selected law firm to deduct its fee from any monies received/collected on behalf of the City. If payments are received by the City, they will be deposited and promptly reported to the law firm.

Q11: Why do you feel only a law firm is able to do this work?

A11: **The successful firm will be required to file lawsuits on behalf of the City. Only a law firm can represent the City in court.**

Q12: Would you hire a collection agency with legal work subcontracted to a firm or firms?

**RFP NO. 4410-14-RD
ADDENDUM NO. 1**

- A12: The City is seeking a law firm to provide these services. While a proposal submitted by a collection agency with legal work subcontracted to one or more law firms would not be disqualified, the City is currently not inclined to accept a situation that would require it to deal with multiple parties whenever the possibility of litigation arises.**
- Q13: Will accounts be primary placements, not having been serviced by any other outside collection agency, and/or will you also be referring secondary placements? If so, should bidders provide proposed fees for secondary placements also?
- A13: Primary.**
- Q14: What collection attempts are performed or will be performed internally prior to placement?
- A14: Three collection letters.**
- Q15: What is the total dollar value of accounts available for placement now by category, including any backlog?
- A15: Utility Bills \$ 0.0; Local Business Taxes \$ 0.0; Code Fines \$183,000.00; Alarms \$ 0.0.**
- Q16: What is the total number of accounts available for placement now by category, including any backlog?
- A16: No backlog; total of ten (10) for all categories.**
- Q17: What is the average balance of accounts by category?
- A17: Utility Bills \$1,500.00; Local Business Taxes \$1,500.00; code Fines \$5,000.00 - \$50,000.00; Alarms \$1,500.00.**
- Q18: What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?
- A18: Generally, less than ninety (90) days.**
- Q19: What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?
- A19: Total of ten (10) placements for all categories monthly.**
- Q20: What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?
- A20: Varies by category; several thousand to several hundred thousand.**
- Q21: What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?
- A21: Up to 5%; as much as possible.**

**RFP NO. 4410-14-RD
ADDENDUM NO. 1**

Q22: If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?

Q22: No.

All other specifications, terms & conditions remain the same.

MAILED RFP'S

If you have already submitted your printed Request for Proposals, it will be retained in the City Clerk's Office until the Proposal opening time and date. If you wish to pick up your RFP that has already been submitted, you can do so by showing proper identification, in the Office of the City Clerk, 2600 Hollywood Blvd, Room 221, Hollywood, Florida 33020.

Please sign and return with your RFP.

COMPANY NAME: SPRENNAN & JAMES, P.A.

PROPOSER'S SIGNATURE  PRES.

Dated this 14th day of April 2014