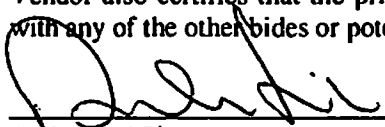


OFFER

TO THE CITY OF BISBEE:

The undersigned hereby offers and agrees to furnish the materials and/ or services requested in compliance with all of the terms, conditions, specifications, and other descriptions of the work associated with this proposal. The Vendor certifies that he or she has read, understands and will fully and faithfully comply with this Contract, its attachments and any referenced documents. The Vendor also certifies that the prices offered were independently developed without consultation with any of the other bides or potential bidders.



Authorized Signature

2-9-18

Date

David M. Smith, Mayor

Printed Name and Title

Company Name Paid in Full, Inc.

Address 2224 W. Northern Ave. Suite D101

City, State and Zip Code Phoenix, AZ 85080

Telephone Number(s) 623-580-7207

Company's Fax Number 623-298-5688

Email Address Brad@WeCollectIt.com

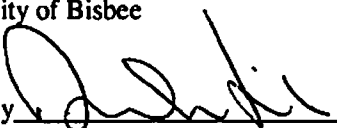
**ACCEPTANCE OF OFFER
NOTICE OF AWARD**

The Offer is hereby accepted by the City of Bisbee. This document shall also constitute notice of award of this Contract to the Vendor.

The Vendor is now bound to sell the materials or services identified in this Notice of Solicitation, subject to all terms, conditions, specifications, amendments, and other associated documents and the Offer.

This Contract shall henceforth be referred to as Contract for Debt Collection Services. The Vendor has been cautioned not to commence any billable work or to provide any materials or services under this Contract until the Vendor receives a formal notice to proceed from the City of Bisbee.

City of Bisbee

By 

Date: 7-9-18

Its: Mayor



**Professional Services Agreement
Debt Collection**

THIS AGREEMENT is made and entered into this 3rd day of July, 2018 by and between CITY OF BISBEE, hereinafter referred to as the "City", and Paid in Full, Inc. hereinafter referred to as the "Vendor".

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Vendor shall provide all services as described in Scope of Services.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration for the performance of the services described Scope of Services the City shall pay the Vendor a percentage of fees collected, deducted from the collection amount remitted to the City.

If other costs are incurred the City will pay the Vendor following the submission of invoices(s) for the services rendered. No payment shall be issued prior to receipt of service and correct invoicing. Each invoice must bear written certification by an authorized City representative confirming the services for which payment is requested have been performed and received. The City agrees to pay all properly documented invoices, for accepted work and material within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery, mail or e-mail.

The designated recipients for such notices, invoices and payments are as follows:

Vendor: Paid in Full, Inc.
Brad Klein, President
2224 W. Northern Ave. Suite D101
Phoenix, AZ 85080
Brad@WeCollectIt.com
(623) 580-7207

City: City of Bisbee
Ashlee Coronado, City Clerk
1415 Melody Lane, Bldg G, Bisbee, AZ 85603
acoronado@bisbeeaz.gov
(520) 432-6012

III. DURATION AND RENEWAL

The Vendor shall not commence any billable work or provide any services under this Agreement until 3rd July, 2018, which shall be the commencement date of this Agreement. The term of this Agreement is one year from the commencement date. Thereafter, this Agreement shall automatically renew for one-year terms unless either party notifies the other, in writing, at least thirty (30) days in advance of the termination date, of its intent not to renew.

IV. TERMINATION

A. The City may cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes, at any time while the Agreement or any extension of the Agreement is in effect any employee of, or vendor to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from the City is received by the parties to this Agreement, unless the notice specifies a later time.

B. This Agreement may also be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving the thirty (30) days written notice to the Vendor. The City at its convenience, by written notice, may terminate this Agreement, in whole or in part. If this Agreement is terminated, the City shall be liable only for payment under the payment provisions of this Agreement for services rendered and accepted material received by the City before the effective date of termination.

C. The City reserves the right to cancel the whole or any part of this Agreement due to failure of the Vendor to carry out any term, promise or condition of the Agreement. The City will issue a written ten (10) day notice of default to the Vendor for acting or failing to act any of the following, in the opinion of the City:

1. Vendor provides personnel who do not meet the requirements of the Agreement;
2. Vendor fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;
3. Vendor attempts to impose on the City personnel, materials, products, or workmanship that is not of an acceptable quality;
4. Vendor fails to furnish the required service and/or product within the time stipulated in the Agreement;
5. Vendor fails to make progress in the performance of the requirements of the Agreement and/or gives the City a positive indication that Vendor will not or cannot perform to the requirements of the Agreement.

V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Vendor must comply with all applicable federal, state, and local laws, ordinances, and regulations. Vendor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Vendor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Vendor.

VI. INDEPENDENT VENDOR

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Vendor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Vendor should make arrangements to directly pay such expenses, if any. The City will not provide any insurance coverage to the Vendor including Workmen's Compensation coverage.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by the City and the Vendor.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

To the fullest extent permitted by law, Vendor agrees to indemnify, and hold harmless the City of Bisbee, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, reasonable court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Vendor, or anyone for whose acts Vendor may be liable. The City of Bisbee reserves the right, but not the obligation, to participate in defense without relieving Vendor of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

X. INSURANCE

Vendor and sub-vendors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or sub-vendors.

The insurance requirements herein are minimum requirements for this Contract and in no way, limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this contract by the Vendor, his agents, representatives, employees or sub-vendors and Vendor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**
 Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Blanket Contractual Liability – Written & Oral	\$ 500,000
Each Occurrence	\$ 500,000

a. The policy shall be endorsed to include the following additional insured language: "The City of Bisbee, its departments, agencies, boards, officers, officials, agents and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

a. This requirement shall not apply when a vendor or sub-vendor is exempt under A.R.S. 23-901, AND when such vendor or sub-vendor executes the appropriate sole proprietor waiver form. (Note: this requirement is deemed waived based on the Vendor's warrant that Vendor is a single-member LLC with no employees and treated as a sole proprietorship for insurance purposes).

3. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$ 500,000
Annual Aggregate	\$1,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Vendor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

- b. The policy shall cover professional misconduct of lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- c. The policy shall be endorsed to include the following additional insured language: "The City of Bisbee, its departments, agencies, boards, officers, officials, agents and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor, involving automobiles owned, leased, hired or borrowed by the Vendor".

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the City of Bisbee is named as an additional insured, the City of Bisbee shall be an additional insured to the full limits of liability purchased by the Vendor even if those limits of liability are in excess of those required by this Contract.
Vendor shall provide the City with certificates naming it as an additional insured.
- 2. The Vendor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Vendor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Bisbee. Such notice shall be sent directly to City of Bisbee, 1415 Melody Lane Bldg. G, , Bisbee, Arizona 85603.

D. ACCEPTABILITY OF INSURANCE: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M.

Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Vendor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the City of Bisbee, 1415 Melody Lane Bldg. G, Bisbee, Arizona 85603. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUB-VENDORS:** Vendor's certificate(s) shall include all sub-vendors as additional insured's under its policies or Vendor shall furnish to the City separate certificates and endorsements for each sub-vendor. All coverage's for sub-vendors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Contracting Agency in consultation with the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

XI. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or sub-agreement shall be made by the Vendor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City of Bisbee. All sub-vendors shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement , as if the sub-vendor were the Vendor referred to herein. The Vendor is responsible for Agreement performance whether or not sub-vendors are used.
- B. The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the City.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the City and shall not be used by the Vendor or any other person except with the prior written permission of the City.
- D. This Agreement is subject to the provisions of A.R.S. § 38-511.
- E. The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.

XII. LEGAL ARIZONA WORKES ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Vendor's employment of its employees , and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Vendor shall further ensure that each sub-vendor

who performs any work for the Vendor under this Agreement likewise complies with the State and Federal Immigration Laws.

The City shall have the right at any time to inspect the books and records of the Vendor and any sub-vendor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Vendor's or any sub-vendor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subject the Vendor to penalties up to and including suspension or termination of this Agreement. If the breach is by a sub-vendor, and the sub agreement is suspended or terminated as a result, the Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the sub-agreement or retain a replacement sub-vendor, (subject to City approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Vendor shall advise each sub-vendor of the City's rights, and the sub-vendor's obligations, under this Section by including a provision in each sub-agreement substantially in the following form:

“The sub-vendor hereby warrants that it will at all times during the term of this Agreement comply with all federal laws applicable to the sub-vendor’s employee and the requirements of A.R.S. § 23-214(A). The sub-vendor further agrees that the City may inspect the sub-vendor’s books and records to insure that the sub-vendor is in compliance with these requirements. Any breach of this paragraph by the sub-vendor will be deemed to be a material breach of this Agreement subjecting the sub-vendor to penalties up to and including suspension or termination of this Agreement.”


Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the vendor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Vendor shall be entitled to an extension of time, but not costs.

This Agreement represents the entire agreement between the CITY and the VENDOR relating to this requirement and shall prevail over any and all previous verbal and written agreements.

VENDOR:


APPROVED BY:


Brad Klein, President, Paid In Full, Inc. 7-18-18
Date


David M. Smith, Mayor 7-9-18
Date

ATTEST:

APPROVED AS TO FORM:


Ashlee Coronado, City Clerk 7-9-18
Date

 for 7.5.18
Britt Hanson, City Attorney Date