



REQUEST FOR QUOTATION

Date: December 2, 2011

The City invites your company to provide a price quotation for:

COLLECTION AGENCY SERVICE

The City has been utilizing the services of outside agencies for a number of years and has a specific notice/collection program in place. The attached "sample" agreement outlines both the nature of the program as well as other relative terms and conditions. It is intended that the City would enter into an agreement with the successful bidder to commence the provision of services no later than March 1, 2012. The portfolio consists of parking tickets, MTI's (municipal tickets), business licenses and other sundry receivables. To provide a sense of the size of the portfolio, the City's current contractors issued some 1,850 late notices and collected in excess of \$36,000 on our behalf in 2010.

Please review the attached "sample" agreement, complete the highlighted areas, and remit it to the undersigned no later than **January 17th, 2012**. You are encouraged to attach any other pertinent information/documentation together with references from other municipal-type clients. The submissions will be evaluated on the basis of the financial consideration as well as the ability/reputation of the bidder. Once the contract has been awarded by City Council and signed by the parties, the remaining bidders will be so advised in writing.

Quotations will be accepted no later than: **2:00 p.m. Tuesday, January 17, 2012**

Quotations may be faxed or mailed. Please note that the City will not be held responsible for transmission problems or other errors that could occur.

To: Purchasing Manager
City of Penticton
616 Okanagan Avenue East
Penticton, BC V2A 3K6
Fax No. (250) 490-2557

If you have any questions regarding this Request for Quotation, please do not hesitate to contact me at (250)-490-2555

Thank you for submitting your quotation.

Cathy Ingram
Purchasing Manager

NOTE: Should any potential bidders download this Request for Quotation, it is the proponent's responsibility to check for Addendas which will be posted on the City of Penticton's website:

<http://www.penticton.ca/EN/main/business/tenders-rfps.html>

CONDITIONS

- 1) A qualified quotation is one, which meets both the specifications as outlined in the enclosed specification section of the quotation document, as well as the Conditions contained in this Request For Quotation (RFQ). A qualified quotation must also meet cost expectations of the City for this particular RFQ.
- 2) The City of Penticton reserves the right to accept any or all Request for Quotations or parts of Quotations and to waive any informalities, irregularities or technicalities. The City also reserves the right to award the Contract for such goods or services as the City deems will best serve its interest. It further reserves the right to award the Contract on a split order basis, lump sum, or individual item basis, or such other combination unless otherwise specified by the City or the tenderer.
- 3) A quotation, which is **not** qualified, is one, which does not meet the specifications and/or Conditions and/or exceeds the cost expectations of the City. In the event that any or all quotations exceed the cost expectations and/or do not conform to specification, and/or do not meet the conditions, the City reserves the right to reject any or all quotations and seek an alternative solution of its choosing.
- 4) The City will decide whether a quotation is qualified by evaluating it based on the specifications and price, and may opt to have the quotations examined by qualified engineers to ensure quality and conformity to the specifications. The Purchasing Department will examine all quotations and recommend which, if any, is in the City's best interest.
- 5) The City recognises that "**BEST VALUE**" is the essential part of purchasing a product and/or service and therefore the City may prefer a quotation with a higher quotation price, if it offers greater value and better serves the City's interests, as determined by the City, over a quotation with a low price.
- 6) The City reserves the right to negotiate with the preferred bidder or any bidder on any details including changes to specifications and price. If specifications require significant modification, all bidders shall have the opportunity to adjust their quotations or requote altogether, as determined by the Purchasing Department.
- 7) The City reserves the right to cancel this RFQ at any time. The City also reserves the right to reject quotations from bidders who are unable to provide evidence that they are capable of providing the necessary labour, skills, materials, and equipment to perform the work. Evidence of such competency and experience must be provided by the contractor upon request.
- 8) All goods, equipment, supplies, labour and workmanship associated with this RFQ must conform to all necessary standards for use in Canada and the Province of British Columbia- such as CSA, ULC, ETL, WCB, Canadian Weights and Measures, Canadian

Electrical Codes, etc.

- 9) All Chemical shipments, if any, must include current MSDS sheets.
- 10) All information provided to the City is subject to release through Freedom of Information, unless information is given in confidence, and so, must be communicated in writing as **CONFIDENTIAL**.

Note: **BEST VALUE is the value placed on service, quality, past performance and price.**

- 11) Please use the accompanying RFQ Form when submitting your quotation; you may attach additional sheets to the form if necessary.
- 12) All quoted prices shall include delivery F.O.B. City Works Yard or other destination point, as specified by the City and the successful bidder, here named the **"Contractor"** shall bear all risk of loss or damage.
- 13) The Contractor will guarantee that its quotation will meet the needs of the City. The Contractor will also guarantee that any goods supplied and/or services rendered shall be correct. If the goods supplied and/or services rendered by the Contractor are in any way incorrect or unsuitable, all correction costs shall be borne solely by the Contractor.
- 14) Only the Contractor shall be notified, but inquiries are welcome.
- 15) The Contractor shall notify the City that it possesses the necessary legal patents and/or has legal permission to manufacture, sell and/or service the product(s) it will supply.

GOVERNING REGULATIONS

1) Permits, Notices, Laws & Rules:

The Contractor shall apply and pay for all necessary permits or licences required for the execution of the Work (but this shall not include the obtaining of permanent easements or rights of servitude). The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

2) Compliance with Workers' Compensation Act:

The Contractor shall provide to the City his WCB registration number and a letter of Clearance from the WCB office prior to commencement of work.

The Contractor shall ensure compliance on his part with the Workers' Compensation Act and any regulations thereunder, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.

In any case where pursuant to the provisions of the Worker's Compensation Act, the Workers' Compensation Board orders the Contractor in respect of his operations under this Agreement, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations thereunder or because said Board is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the City on twenty-four (24) hours written notice to the Contractor, may terminate the Contract.

INSURANCE PROTECTION & DAMAGE

1) Protection of Work, Property and Public:

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

The Contractor shall protect the property adjacent to the Work areas from damage as the result of operations under the Contract. The Contractor shall protect the Work and the City's property from damage and shall make good at their own expense any damage which may arise as the result of the Contractor's operations under the

Contract.

2) Contractor's Insurance:

- a) Public Liability & Property Damage Insurance. The Contractor shall save and hold harmless the City, its officers, Managers, servants and employees, from and against any and all suits or claims alleging damage or injury (including death) to any person or property that may occur or that may be alleged to have occurred, in the course of the performance of this Contract, whether such claim shall be made by an employee of the Contractor, or by a third person and whether or not it shall be claimed that the alleged damage or injury (including death) was caused through a wilful or negligent act or omission of the Contractor, its officers, servants, Managers or employees, or a wilful negligent act or omission of any of its sub-contractors or any of their officers, servants, Managers or employees; and at its own expense, the Contractor shall defend any and all such actions and pay all legal charges, costs and other expenses arising there from.

The Contractor shall maintain and keep in force during the term of the Contract and until the date of the completion certificate, Two Million Dollars (\$2,000,000) inclusive limits for public liability and property damage, against liabilities or damages in respect of injuries to persons (including injuries resulting in death) and in respect of damage to property arising out of the performance of work.

The Contractor shall, at the time the Contract is signed, submit to the City two copies of the insurance policies required under this Article and shall also provide to the City from time-to-time, as may be required, satisfactory proof that such policies are still in full force and effect.

The City shall be an additional named insured on the policy. The policies shall preclude subrogation claims by the insurer against anyone insured thereunder. In addition, such insurance policy shall include the following "Cross Liability" clause:

"The insurance afforded by this policy shall apply in the same manner, as though separate policies were issued, to any action brought against any of the additional named insured by or on behalf of any other additional named insured."

- b) Equipment Insurance. Notwithstanding anything contained elsewhere herein, it is understood and agreed that the City shall not be liable for any loss or damage to Contractor's equipment, including loss or use thereof. Each and every policy insuring the Contractor's equipment to be used on the Work shall contain the following clause:

"It is agreed that the right to subrogation against the City or any of its officers, employees, or Managers or their parent, subsidiary, affiliated, or associated companies or corporations, is hereby waived."

- c) Automotive Insurance. A minimum of Two Million Dollars (\$2,000,000) of public liability and property damage insurance shall be carried on all automotive equipment.
- d) General Insurance. Before starting the Work, the Contractor shall file with the City, certificates of all insurance policies acceptable to the City. These certificates shall state that the insurance complies with the requirements of the Contract Documents and that the territory of the policy includes the country in which the Work is to be constructed.

Each insurance policy required under this Article shall contain an endorsement to provide all Additional Named Insureds with prior notice of changes and cancellations. Such endorsement shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled until thirty (30) days after written notice of such change or cancellation shall have been given or sent by registered mail to all Additional Named Insureds."

Should the Contractor fail to make a payment of any premiums or other assessments required by the Contractor's insurers to maintain such policies in force and effect, the City may in their discretion make payment of such premiums or assessments and deduct the amount thereof from such monies as may then or later be payable to the Contractor pursuant to the Contract Documents or recover the same from the Contractor as the City in his discretion may determine.

Whenever the word The City is to appear in the insurance policies, the legal name shall be inserted.

SPECIFICATIONS

SAMPLE AGREEMENT

COLLECTION AGREEMENT FOR SERVICE

BETWEEN

THE COPRORATION OF THE CITY OF PENTICTON
171 MAIN STREET
PENTICTON, B.C.
V2A 5A9

AND

"ABC COMPANY LTD."

TERMS OF AGREEMENT

The successful bidder here named the "Contractor" shall abide by the following terms.

Term

- 1) The initial length of the Agreement will be 120 days commencing March 1, 2012. Upon expiry of the initial term (June 30, 2012), a thorough evaluation will be completed.
- 2) Upon favorable review, the Agreement for Service will be renewed for a twenty-four (24) month basis.
- 3) To cancel this Agreement by either party at any time, 30 days written notice is required.

Notice Program

- 1) All accounts submitted for collection will receive a pre-approved "Final Notice".
- 2) Cost for the notice program will be [REDACTED] per account submitted.
- 3) During the term of the notice program, the City of Penticton will advise by fax to "ABC Company Ltd.", payments received on accounts paid directly to the City.
- 4) Those accounts not paid during the time frame of the notice program will automatically roll into collections.

Collection Program

- 1) Accounts rolling into collection will be subject to a commission rate of [REDACTED] based on recoveries only.
- 2) Accounts submitted directly for collection will be subject to a commission rate of [REDACTED] based on recoveries only.
- 3) Accounts still outstanding 90 days after entering the collection program may, at the sole discretion of the City, be re-assigned to another agency.

Remittances & Reports

- 1) "ABC Company Ltd." will produce statements on a monthly basis for each client sector (Traffic, M.T.I., Sundry Accounts, Business Licences). Upon receipt and satisfactory review of each monthly report, the City will issue payment for all notices issued and all commissions earned.

- 2) At any time during the term of this contract, "ABC Company Ltd." will provide a copy of their collection activity log on any account if so requested by the City.
- 3) "ABC Company Ltd." will provide the City with a Collection Summary Report quarterly (March, June, September, December) for each client sector.
- 4) "ABC Company Ltd." will provide the City with an annual report outlining their complete collection activity for each client sector.
- 5) "ABC Company Ltd." will provide the City, at any given time, with a list of their staff and specifically who has been assigned to the City's accounts.

Direct Payments

- 1) "ABC Company Ltd." is authorized to accept payments, in trust for the City, on accounts submitted for collection. Monies received on the City's behalf are to be remitted weekly along with a statement of payments received.
- 2) The City of Penticton will advise by fax on a weekly basis and on the last working day of the month to "ABC Company Ltd." those accounts that have been paid directly to the City.

Confidentiality

- 1) "ABC Company Ltd. shall keep all information received from the City in strict confidence and shall not use any of that information other than for what is reasonably necessary in carrying out this agreement.

Representation

- 1) "ABC Company Ltd", its employees or agents, shall not, in any manner, represent to any person that is acting for or on behalf of the City, other than as a collection agent, and as such, shall use its own name.
- 2) "ABC Company Ltd" represents and warrants that it is, and will at all times during the term of this agreement be, a duly licensed Collection Agent within the meaning of the Debt Collection Act of BC.

Acceptance

By signing this Collection Agreement for Service, the City of Penticton authorizes "ABC Company Ltd." to act as its agent in the recovery of accounts submitted for collection. "ABC Company Ltd." warrants to conduct its collection activities in strict accordance with industry standards and governing regulations. Both parties to this agreement accept the terms and conditions of this Agreement for Service.

City of Penticton – Request for Quotation (Collection Agency Service)

Dated this _____ day of _____, 2012.

For: The Corporation of the
City of Penticton

For: _____

Mayor

Signature

Corporate Officer

Title

BID SHEET

REQUEST FOR QUOTATION: _____

CLOSING DATE: _____

The undersigned Bidder has carefully examined the Conditions, Specifications, and Drawings (if applicable) for the work requested and will construct or provide the services required.

This quotation is valid for: _____ days.

Cost for notice program – per account submitted \$_____

Accounts rolling into collection –
commission rate based on recoveries only at _____ %

Accounts submitted directly for collection –
commission rate based on recoveries only at _____ %

FIRM NAME _____

ADDRESS _____

PHONE NO. _____ POSTAL CODE _____

FAX NO. _____ DATE _____

SIGNATURE OF BIDDER _____

PRINT NAME _____