



QUOTATION

Item #L-23

Collection Agency Services for a Five (5) Year Term

Note: Bid Submissions will only be accepted via the City's online platform. Refer to Instructions to Bidders #5, Submission of Quotations, for further information.

**Collection Agency Services for a
Five (5) Year Term**

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Bid Form

The following information is available for download on the City of Brandon website <https://purchasing.brandon.ca>:

1. Sample Agreement
2. Confidentiality Acknowledgment

PART A. - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Where in the Quotation Documents where the singular or masculine are used, the same shall be construed as meaning the plural or the feminine or the neuter as the context may reasonably require, and where the following terms are used, the intent and meaning shall be, unless the context otherwise requires, as follows:

“Bidder” means any person submitting a Bid Submission for work, which includes but is not limited to vendor, supplier, firm, contractor, architect, consultant, proponent, or tenderer.

“Bid Submission” means an offer from a Bidder in response to a Bid Solicitation.

“City” means the Municipal Corporation of the City of Brandon.

“Contractor” means supplier, vendor, consultant or service provider who provides goods, services or construction to the City of Brandon.

“Contractor Personnel” means all individuals provided by the Contractor to perform services under the contract including employees, representatives, and consultants of the Contractor or subcontractor and any other individual for whom the Contractor is responsible for by law.

“Quotation Documents” means the Invitation to Bid, these Instructions to Bidders, Supplemental Conditions, the Bid Form, Specifications, and all Addenda.

2. ENQUIRIES

Administrative inquiries and requests for clarification of the Bid process shall be made to the Procurement Manager in writing at purchasing@brandon.ca and must be received not less than five (5) days prior to the date for closing of Bids.

3. PRICING

Prices shall be in Canadian Funds and shall be the total cost to the City of Brandon, including all applicable Federal and Provincial Taxes, duties, license costs, fees, insurance, workers compensation, vacation pay and all other charges, costs and assessments with all items being F.O.B., Various Locations, Brandon, Manitoba. It is the Bidder's sole responsibility to determine whether or not taxes are applicable.

4. RECEIPT OF QUOTATIONS

The Quotation must be received by the method indicated below before 5:00:00 p.m. local Brandon time, **Friday, September 09, 2022** to be accepted as a bona fide Bid Submission.

Bid Submissions must be received by the City before the stipulated closing time. Late Bid Submissions will not be accepted.

5. SUBMISSION OF QUOTATIONS

The Bidder shall submit his Quotation on original or unaltered copies of the Bid Form provided herein. Any information provided by the City on any form must not be altered by the Bidder unless instructed to do so by written Addenda. The Bidder shall initial and date each correction, change, and/or erasure on the Bid Form. The Bid Form shall be clearly signed by the Bidder and shall clearly indicate the address of the Bidder, the Bidder's telephone number, and the date on which the Bid Form was signed by the Bidder.

Bids submitted by a partnership shall be signed and sealed in the name of the partnership by the authorized signing and sealing officers of the company. The name of the company and the names of the company along with titles of the signing officers shall be clearly printed in the spaces provided on the Bid Form.

The Bid Submission shall be submitted to the City by the following method:

Via Online Bidding Platform (E-submission)

One (1) copy of an electronic Bid Submission in .PDF format shall be submitted via the "Submit Online Bid" link for the associated Bid Opportunity on the City of Brandon Purchasing & Tenders website: <https://purchasing.brandon.ca>.

The City utilizes an online bidding platform where electronic Bid Submissions may be submitted until the closing time indicated herein for receipt of Quotations.

The procedure for submitting electronic Bid Submissions can be viewed on the City's Purchasing & Tenders website or by clicking [here](#). Failure to follow the procedure as indicated may result in a Bid Submission not being received. Any failure or delay in the transmission or storage of an electronic Bid Submission is the sole responsibility of the Bidder and not of the City.

The City will ONLY accept electronic Bid Submissions uploaded to the City's online bidding platform. Electronic Bid Submissions sent via e-mail will **not** be accepted. If a Bidder encounters issues uploading an electronic Bid Submission, contact the City's Procurement Services Department at 204-729-2251.

A Bid Submission will only be considered to have been submitted once it has been received by the City in the online bidding platform. The time the Bid Submission is received shall be determined by the City's server time, which is linked to National Institute of Standards & Technology time. Bidders are advised the time the electronic Bid Submission is received is based on when the Bid Submission is received by the City's server.

A confirmation webpage will display advising the Bid Submission was submitted successfully and a confirmation email will be sent. Bidders should not consider their Bid Submission to have been submitted if the confirmation webpage does not display and a confirmation email is not received.

Bid Submissions received via the online bidding platform are held securely and are inaccessible by Procurement Services staff until after the stipulated closing date and time.

Mail, Courier, Hand Delivered, Facsimile or E-mail Submissions Are Not Accepted.

6. ADDENDA

The City shall have the right to amend the Quotation Documents prior to the date set for receipt of Bids. Revisions or clarifications will be issued in the form of Addenda forwarded to all registered recipients of the Documents. Verbal and other interpretations or clarifications will be binding only when confirmed by written Addenda. Bidders shall acknowledge receipt of all Addenda to the Quotation Documents in the space provided on the Bid Form. Failure to acknowledge all Addenda may cause the Quotation to be rejected.

7. ALTERNATE BIDS

Alternate Bid Submissions are accepted. A separate Bid Form offering an alternate may be attached to the Bid Submission, but a Bid Submission in the proper form must be offered complete and in no way be made conditional upon the terms contained in the separate Bid Form. A note "See Alternate Attached" may be added to the Bid Submission.

8. WITHDRAWAL OF QUOTATIONS

A Bidder shall be permitted to withdraw his Quotation, without penalty, if such request is received in writing by the Procurement Manager, prior to the time specified herein for receipt of Bids:

The City of Brandon
410-9th Street
Brandon, MB R7A 6A2

Ph: 204-729-2251
FX: 204-726-8546
E: purchasing@brandon.ca

The City shall retain the Quotation until after the time specified herein for the receipt of Quotations. The submission will be opened to verify that the name and signature of the person requesting the Quotation be withdrawn is the same as the name and signature of the person who submitted the Quotation. If the information is the same, the Procurement Manager will declare the bid withdrawn.

9. REJECTION OF QUOTATIONS

The City reserves the right to reject any or all Quotations, the City in its sole discretion may reject as non-compliant any Quotation which contains omissions, erasures; is ambiguous or unclear as to meaning or intent; is incomplete, illegible, conditional or contains a qualifier; contains any non-requested alterations or additions to the information provided by the City; is obviously unbalanced; or fails to comply sufficiently with the Instructions to Bidders. The City may, in its sole discretion, waive any and all defects, informalities, and accept any Quotation, as compliant, which it considers is in the best interest of the City of Brandon.

10. AWARD AND EXECUTION OF QUOTATIONS

The City reserves the right to cancel this Quotation at any time. The Award of the Quotation, if it is to be awarded, shall be made within sixty (60) calendar days of the date on which the Quotations were opened, unless an extension of the said sixty (60) days is mutually agreed upon in writing between one or more Bidders and the City. Should no award be made within the said sixty (60) days or within any mutually agreeable extension thereof, then all Bidders shall be relieved of any obligation to enter into a Contract.

The award of the Quotation will not be binding until the successful Bidder has received written notification of the award of the Quotation from the Procurement Manager of the City of Brandon. No other act of the City shall constitute an award of the Quotation. The award of the Quotation shall fall under the governing laws of the Province of Manitoba.

The lowest or any Bid will not necessarily be accepted.

PART B. – SUPPLEMENTAL CONDITIONS

The City of Brandon For Collection Agency Services for a Five (5) Year Term

A) Application

- A.1** The City requires collection agency services as an additional resource in the collection of unpaid debt and delinquent accounts invoiced by the City. Debts may be listed with a collection agency after the City has exhausted all avenues of collection available to them.
- A.2** These accounts are related to ambulance billings, business licenses, landfill charges, sundry accounts receivables, and accrued penalties. The City reserves the right to add other areas to the collections as required
- A.3** The City is legislated by the Province of Manitoba under *The Freedom of Information and Protection of Privacy Act* to uphold strict regulations for the collection, use and disclosure of personal information and requires anyone acting on its behalf to adhere with the same legislation.
- A.4** The duration of the contract will be from November 01, 2022 to October 31, 2027, where upon it can be renewed for up to a mutually agreed upon two (2) three (3) year terms thereafter, on similar conditions at the written request of the City and written acceptance of the Contractor.
- A.5** Appendix 1 indicates the minimum specifications.

B) Local License Requirements

Any persons conducting business within the City of Brandon from a Brandon residential address must have a valid Business License. This includes agents from companies that are not based in Brandon but where the agent is conducting his/her business from a Brandon address. Non-compliance will result in rejection of a Bid.

All successful Bidders of construction or service work for the City of Brandon, whether Brandon-based or otherwise, must obtain a City of Brandon License. This is not applicable to suppliers from outside of the City who supply the City of Brandon with goods for the sole use of the City.

Any inquiries on the above should be directed to Municipal Licensing at 204-729-2230.

C) Schedule

The City of Brandon intends to evaluate the Quotations and provide recommendations to Procurement Services within four (4) weeks of Quotations closing.

D) Selection Process/Criteria

- a) Cost.**

The City reserves the right to award in whole or in part.

The City reserves the right to contact or interview any or all Bidders to clarify their Bid Submission.

The City will normally award contracts to the lowest competent Bidder meeting the required specifications. However, the City retains the right to reject any or all Bids and take into consideration past performance of bidders on similar contracts, both in and out of the City and such other factors the City considers relevant including the timing of services to be provided.

E) Submittal Requirements

Limit the submittal to 8½"x11" pages. Failure to include the following information will render the Bid Submission non-compliant.

Please include the following:

- 1) Bid Form; and
- 2) Examples of communication.

APPENDIX 1

SPECIFICATIONS ITEM #L-23

Collection Agency Services for a Five (5) Year Term

The following specifications are the minimum specifications acceptable by the City. Actual specifications may exceed these specifications. Should the quote have additional features that are not in the specifications, include them with the Bid Submission so the Quotation can be fairly evaluated.

A. CONTRACTOR'S RESPONSIBILITIES

A.1 Contractor shall be responsible for the following:

- A.1.1 Locating the debtor
- A.1.2 Collection of all outstanding accounts placed by the City
- A.1.3 Continuing to accrue 1.25% monthly penalty on principle arrears at collections
- A.1.4 Collecting the full amount of debt, plus accrued interest. The Contractor cannot negotiate a different amount with the debtor, unless approved by the City.
- A.1.5 Maintaining up-to-date account records
- A.1.6 Providing reporting. At minimum, the Contractor shall provide the City with the following reports:
 - A.1.6.1 Weekly reporting of up-to-date accurate account details, including City reference number, assigned principle, assigned interest, interest accrued at collections, total assigned collected, and total collections interest collected.
 - A.1.6.2 Annual performance report detailing the values of accounts sent to collections, successful collections, closed accounts, etc.
 - A.1.6.3 Annual reporting based on City accounts or like accounts to support the City in determining allowance for doubtful account rates based on invoice age.
 - A.1.6.4 Upon request, the status of each account, account balance, history or detail.
 - A.1.6.5 Funds received by account.
- A.1.7 The Contractor will make reasonable efforts to provide customized reports, if required by the City.
- A.1.8 All collection costs
- A.1.9 Ensuring adequate insurance.
- A.1.10 Complying with all government regulations, including any requirements indicated in the *Freedom of Information and Protection of Privacy Act*.
- A.1.11 Safeguarding all personal information, taking reasonable steps to secure it from unauthorized access and using it solely for the purpose of collecting City of Brandon debt

B. ADDITIONAL INFORMATION

- B.1 Information regarding the total debt referred to collections by the City for the period of 2016 to 2021 will be provided to Proponents upon the City's receipt of the signed "Confidentiality Waiver" available for the download on the City of Brandon website.
- B.2 The Contractor will deliver experienced, professional, proficient services in the collection of City debt, as they will be representing the City. When collecting debts on behalf of the City, the Contractor must be honest, fair and treat debtors with integrity and respect. The Contractor shall not, under any circumstances, use threats, intimidation, or harassment of a debtor in the collection of accounts or violate any government guideline.
- B.3 City accounts placed with the Contractor shall not be pooled with other accounts received from the Contractor's other clients.

- B.4 The number of accounts referred to the Contractor is at the sole discretion of the City. The City cannot guarantee the number of accounts that may be referred to the Contractor.
- B.5 The City reserves the right to recall accounts at its sole and absolute discretion without charge or penalty from the Contractor. The City may place a previously recalled account to the Contractor.
- B.6 The Contractor shall inform the City when it recommends a debtor account be closed (e.g., paid in full, debtor has filed for bankruptcy, debtor is deceased, the debt has been deemed uncollectable), supported with documentation. The City will not be responsible for paying a close-out fee.
- B.7 Any accounts held by the Contractor not collected by the end of the term will be returned to the City.
- B.8 The Contractor must have the ability to collect debt regardless of location (i.e. be licensed and bonded as required by regulation in each Canadian province and territory, or other geographical areas where a debtor may be located) and have at least five (5) years experience in the debt collection business in Canada.
- B.9 The City will provide debtor information to the Contractor which may include, full name, address, age of debt, amount owing, debt type (principle or interest), description of outstanding charges, date of birth, telephone number. The debtor's information will be used solely for the purpose of City debt collection and must be held in strict confidence and be used only by the Contractor's personnel who have been assigned to work on that particular City's account.
- B.10 Provide a list of the name(s) of the individual(s) who would perform this service on the Bid Form.
- B.11 The Contractor will be required to sign an Agreement with the City of Brandon. A sample agreement has been provided for reference.

