Debt Collection Agency Services

The purpose of this Request for Proposal ("RFP") is to obtain a Debt Collection service provider to collect on outstanding by law notices and accounts receivable debt.

Open	05/12/2023 4:00 PM PST	Type	Request for Proposal
Close	23/01/2024 3:00 PM PST	Number	PS20230255-FRSCM-RFP
		Currency	Canadian Dollar

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Commodity Codes

Commodity Code	Description
50121103	CNSLT - Financial Consultants

A. KEY INFORMATION

1.0 SUMMARY OF OPPORTUNITY

1. The purpose of this Request for Proposal ("RFP") is to obtain a Debt Collection service provider to collect on outstanding by law notices and accounts receivable debt. The scope of work is current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

2. The majority of the City of Vancouver's debt being sent to external collections is from the issuance of approximately 400,000 tickets (Bylaw Notices or Municipal Ticket Information) annually. The majority of tickets are issued under the Local Government Bylaw Notice Enforcement Act.

2.0 THIS RFP

1. The City of Vancouver (the "**City**") is issuing this Request for Proposals, as may be amended from time to time (the "**RFP**") to invite interested parties that are not, by the terms hereof, barred from participating in this RFP (each, a "**Proponent**") to submit a proposal to the City (a "**Proposal**") for the opportunity described in Section 1.1 above in accordance with the terms of this RFP.
2. The City intends to select a Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City then anticipates entering into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (an "**Agreement**"). Notwithstanding the foregoing, the City may, in its discretion: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more Agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
3. This RFP consists of the following components:
    1. SUMMARY: Sets out key information and dates and includes Instructions to Proponents for the RFP process.
    2. PREREQUISITES: Includes the RFP Legal Terms and Conditions, which the Proponent must agree to as a prerequisite to the submission of a Proposal.
    3. BUYER ATTACHMENTS: Includes the scope of work contemplated under the RFP (the "**Scope of Work**"), the City's form of agreement for the RFP that will be the basis of any Agreement entered into pursuant to the RFP process (the "**Form of Agreement**") as well as other applicable documents and forms.
    4. SUPPLIER ATTACHMENTS: Location where the Proponent may upload additional attachments for its Proposal, including any attachments or documents expressly requested under the terms of this RFP. Proponents should note that the City invites Proposals that are concise and responsive to requests for information in the RFP. The City is not inviting lengthy, generalized submissions with respect to the Proponent's services or the issues referenced in the RFP.
    5. QUESTIONS: Includes questionnaires to be completed by the Proponent as part of its Proposal (each, a "**Questionnaire**"), in accordance with the instructions provided in the applicable questionnaire.
    6. ITEMS: Includes the pricing sheet for the Work which the Proponent is required to complete as part of its Proposal.
4. The RFP will be administered through this website (JAGGAER) that is the City's electronic procurement portal (the "**Supplier Portal**"). Proposals may only be submitted via the Supplier Portal in the format requested by the City. Each Proponent is solely responsible for reviewing and complying with any Supplier Portal terms and conditions which apply to and govern the use of the Supplier Portal. If there is any inconsistency or conflict between the provisions of this RFP and the Supplier Portal terms and conditions, then the provisions of this RFP will govern.

3.0 INFORMATION MEETING - NOT APPLICABLE

4.0 PROPOSED TERM OF ENGAGEMENT

1. The term of any Agreement is expected to be a three (3) -year period, the City will have the option to extend two (2) additional three (3) year period, for a maximum total term of nine (9) years.

5.0 PRICING

1. All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
2. Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.
3. Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.

6.0 EVALUATION OF PROPOSALS

1. The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical	65%
Financial	30%
Sustainability	5%
Total	100%

B. INSTRUCTIONS TO PROPONENTS

1.0 RFP PROCESS - GENERAL

1. Except where expressly stated otherwise in Appendix 1 - Legal Terms and Conditions of this RFP: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.
2. No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading "Legal Terms and Conditions" in Appendix 1 - Legal Terms and Conditions of RFP.
3. The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
4. IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE CITY THROUGH THE Q & A BOARD AS SOON AS

POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.

2.0 SUBMISSION OF PROPOSALS

1. Proponents should submit their Proposals on or before the time and date specified as the "Event Close Date" in the Summary section of this RFP (the "**Closing Time**").
2. To be considered by the City, a Proposal must be submitted to the City via the Supplier Portal, in the format expressly requested pursuant to this RFP.
3. Any submitted Proposal may be amended or withdrawn prior to the Closing Time via the Supplier Portal. Proposal amendments or requests for withdrawal submitted by any other means will not be accepted.
4. All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
5. Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items expressly requested by the City pursuant to this RFP.
6. The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
7. Proposals that do not comply in full with the terms hereof may or may not be considered by the City, in the City's sole discretion.

3.0 CHANGES TO THE RFP AND FURTHER INFORMATION

1. The City may amend the RFP or make additions to it at any time.
2. It is the sole responsibility of Proponents to check the City's Supplier Portal regularly for amendments, addenda, and questions and answers in relation to the RFP.
3. Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 3.2.
4. All enquiries regarding this RFP must be made through the Q & A Board on the Supplier Portal. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff outside of the Supplier Portal regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City's sole discretion.

4.0 EVALUATION PROCESS

1. The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
2. The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
3. The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

4. The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.

5. The City may also require that any proposed subcontractors undergo evaluation by the City.

6. For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the scope of work between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

7. The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section A.6. and Section B.4. above, among others.

5.0 CERTAIN APPLICABLE LEGISLATION

1. Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.

2. Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

6.0 CITY POLICIES

1. The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

2. The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City. The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

7.0 LIVING WAGE EMPLOYER

1. The City of Vancouver is a "Living Wage Employer". As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who

perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign.

2. The Living Wage includes the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits. Please visit the [Living Wage for Families Campaign](#) website for current Living Wage rates.

3. Proponents should refer to the Form of Agreement for the specific requirements related to the Living Wage, which include:
    1. paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and,
    2. ensuring that all subcontractors pay the Living Wage to their employees who perform services on City property during the term of the Agreement.

4. Failure to comply with the Living Wage requirement will entitle the City to terminate the Agreement.

8.0 SCOPE OF WORK

1. The Scope of Work is current as of the date of open date of this RFP indicated in the Summary, but may change or be refined in the course of the evaluation of Proposals or otherwise.

2. Unless otherwise stated, if, and wherever, the Scope of Work states a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include under the heading "Alternative Solutions" the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

3. To the extent that the Scope of Work expresses estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

9.0 FORM OF AGREEMENT

1. The Form of Agreement sets out the City's proposed commercial terms for the Agreement. The City prefers that the commercial terms for the Agreement not vary from the commercial terms set out in the Form of Agreement. However, if any such terms are unacceptable to a Proponent, then the Proponent may include proposed amendments to the Form of Agreement with its Proposal in the manner indicated in the applicable Questionnaire. If a Proponent elects to include a proposed amendment, then the Proponent should indicate the rationale for the proposed amendment, the applicable change to the language of the Form of Agreement, and the benefit to the City (such as amount of cost-savings), if any, applicable to the proposed amendment. A Proponent will be deemed to fully accept all the commercial terms for the Agreement as set out in the Form of Agreement, except as may be expressly indicated otherwise in its Proposal.

10.0 INSURANCE

1. A Certificate of Insurance is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

Prerequisites

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Buyer Attachments

1. [Appendix 1 - Terms and Conditions RFP Process.pdf](#)
2. [PS20230255-FRSC-RFP - Scope of Work.pdf](#)
3. [PS20230255-FRSC-RFP - Information Sharing Agreement - ISA_2022-07-08.pdf](#)
4. [PS20230255-FRSC-RFP - PCI DSS Responsibility Matrix.xlsx](#)
5. [PS20230255-FRSC-RFP - Privacy Compliance and Data Security Schedule.DOCX](#)
6. [PS20230255-FRSC-RFP - Sample Standard PSA.pdf](#)

Questions   ★ Required Questions

Group 1.1:

Instructions:

1.1.1	QUALIFICATIONS, CAPABILITIES AND EXPERIENCE . See attached questions	★
1.1.2	REFERENCES - Provide three (3) specific examples of your collection process with various clients including accounts most relevant to the City's account specifically any experience with Bylaw Adjudication tickets issued under the BC Local Government Bylaw Notice Enforcement Act. For each client, provide the collection rate achieved.	★
1.1.3	COLLECTION METHODOLOGY	★
1.1.4	REPORTING CAPABILITIES - Describe specific programs you may have for multiple debts owed by a single debtor. E.g. one debtor with 10 outstanding by-law notices.	★
1.1.5	PCI COMPLIANCE 5.1Describe the credit card payment process and proposed options. Be sure to include details in the payment section that may impact the City's PCI scope as it relates to people, processes and technology. 5.2Will your organization be acting as the merchant of record in the process listed in 5.1? If so please provide the official name of the company processing the credit cards (name that will be appearing on the receipt). 5.3If acting as the Merchant of Record all payments must be processed using an EMV certified payment solution. Please provide validation of the EMV Co Certification. 5.4Describe your organizations current merchant level and PCI compliance status. 5.5Please provide a complete, current, accurate and valid Attestation of Compliance (AoC) or Report on Compliance (ROC) for service provider or merchant as appropriate. 5.6Please complete and return the attached PCI responsibility Matrix.	★
1.1.6	VALUE-ADDED 6.1Describe any optional programs relevant to the City's account that would increase collection rate. 6.2What actions could be taken to re-invigorate older debt given the large volume of debt that will be placed annually? 6.3What debt analysis is undertaken to improve on collections?	★
1.1.7	Upload any additional/supplement documents here if needed. ***DO NOT UPLOAD ANY DOCUMENTS IN SUPPLIER ATTACHMENTS SECTION***	
1.1.8	Provide name, phone number and email of the Proponent's contact person for this RFP.	★

Group 2.1:

Instructions:

2.1.1	Please complete commercial proposal in Excel format	★

Group 3.1:

Instructions:

3.1.1	Majority owned/controlled by
3.1.2	Social/Diverse Certifications
3.1.3	Enviro/Other Certifications
3.1.4	Employee Diversity tracking & reporting
3.1.5	Please describe any policies/programs or how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities)
3.1.6	Initiatives to support career advancement for under-represented persons
3.1.7	Source or recruit under-represented people from Workforce Development and/or Skill Training program
3.1.8	Non-mandatory benefits to your employees

Group 4.1:   **Client Reference**

Instructions:

4.1.1	Client Name
4.1.2	Address (City and Country)
4.1.3	Contact Name
4.1.4	Title of Contact
4.1.5	Telephone No.
4.1.6	E-mail Address
4.1.7	Length of Relationship

4.1.8	Type of Goods and/or Services provided to this Client
Group 4.2:	**Client Reference**
Instructions:	
4.2.1	Client Name
4.2.2	Address (City and Country)
4.2.3	Contact Name
4.2.4	Title of Contact
4.2.5	Telephone No.
4.2.6	E-mail Address
4.2.7	Length of Relationship
4.2.8	Type of Goods and/or Services provided to this Client
Group 4.3:	**Client Reference**
Instructions:	
4.3.1	Client Name
4.3.2	Address (City and Country)
4.3.3	Contact Name
4.3.4	Title of Contact
4.3.5	Telephone No.
4.3.6	E-mail Address
4.3.7	Length of Relationship
4.3.8	Type of Goods and/or Services provided to this Client
Group 5.1:	
Instructions:	
5.1.1	A Certificate of Existing Insurance is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)
Group 6.1:	
Instructions:	
6.1.1	All proposed suppliers are to complete and submit this Declaration of Supplier Code of Conduct Compliance form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.
Group 7.1:	
Instructions:	
7.1.1	Has any personal information of your key personnel such as CV or other information regarding employment history and qualifications been included in the Proposal?
7.1.2	Complete the attached form for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal and upload.
Group 8.1:	
Instructions:	
8.1.1	Do you propose to use any subcontractors?
8.1.2	Complete the attached form and upload.
Group 9.1:	
Instructions:	
9.1.1	Do you have any proposed amendments to Form of Agreement?
9.1.2	Complete the attached form and upload.
Group 10.1:	
Instructions:	
10.1.1	Do you have any exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Appendix 1 - Legal Terms and Conditions of RFP)?
10.1.2	Provide details of your exceptions.

10.1.3	Do you have any exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Appendix 1 - Legal Terms and Conditions of RFP)?
10.1.4	Provide details of your exceptions.
10.1.5	Do you have any exceptions to Declaration as to No Collusion (Section 9.3 of Appendix 1 - Legal Terms and Conditions of RFP)
10.1.6	Provide details of your exceptions.
10.1.7	Do you have any exceptions to Declarations as to No Lobbying (Section 9.4 of Appendix 1 - Legal Terms and Conditions of RFP)?
10.1.8	Provide details of your exceptions.

Group 11.1:
Instructions:

11.1.1	Attached proof of valid WorkSafeBC registration.

Product Line Items

There are no Items added to this event.

Service Line Items

There are no Items added to this event.