CITY OF PORT ALBERNI

CITY OF PORT ALBERNI

REQUEST FOR PROPOSAL RFP 032-24

DEBT COLLECTION SERVICES

Issued: November 29, 2024

PART I - INSTRUCTIONS TO PROPOSERS

1. The City of Port Alberni (CPA) invites detailed Proposals from qualified collection agencies ("Proponents") for the provision of professional services to assist the City in the collection and debt recovery of its unpaid Bylaw Offence Notice Fines. The City is seeking innovative ways to minimize the non-payment of customer accounts as well as to minimize the number of accounts being sent to collections. Proponents are encouraged to provide Proposals which could include limiting the length of time accounts are held by the agency and/or providing secondary resources of collections.

2. Proposals must be received no later than **January 10, 2025 by 4:30:00 p.m.** or they will not be accepted for consideration.

3. All questions regarding this Request for Proposal (RFP) must be sent, by email to **purchasing@portalberni.ca** prior to 4:30 p.m. January 3, 2025 local time to allow sufficient time to send a response to all proposers. If questions are received after this time, they may not be answered.

4. Proposers are solely responsible for any costs or expenses incurred related to the preparation and submission of proposals.

5. Proposals must be submitted electronically in PDF format on or before the closing date, by email, to **purchasing@portalberni.ca.**

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6. The successful proponent (Contractor) and any Sub-Contractors shall at all times indemnify and save harmless the CPA and/or any of its officers, employees or agents from and against all claims and demands, losses, costs, damages, actions, legal fees, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this assignment, or any action taken or things done or maintained by virtue of this assignment or the exercise in any manner of rights except claims for damages resulting from the negligence of any officer, servant or agent of the CPA while acting within the scope of their duties of employment.

7. The RFP must clearly show the complete company name, nearest location to the CPA, and name and telephone number of the primary contact person for the project.

8. The RFP must identify other organizations to which the company and/or team members have provided a similar service. The CPA may contact those organizations for references and use that information to evaluate the expected level of service.

9. Unless authorized by the CPA in writing, the Contractor shall not add or subtract key team members to or from the project team. Where key team members are added, resumes shall be provided for the CPA's approval **prior** to commencement.

10. As a public body, the CPA is subject to the BC *Freedom of Information and Protection of Privacy Act*. The parties agree and consent to the disclosure of this Agreement as a matter of public record and acknowledge that applicable laws may require disclosure of information provided by one party to the other party pursuant to, or in connection with this Agreement.

11. Unless specifically outlined in the RFP, the services or any part thereof may not be sub-contracted, transferred or assigned to another firm, person or company without the prior written authorization of the CPA.

12. The CPA reserves the right to not proceed with the assignment or to reduce or expand the scope of the project as necessary.

13. The RFP must include a level of effort table showing hours and hourly rates per task, including disbursements and expenses. Total fees will be compared against level of effort and work plan to see if the Contractor has placed effort where the CPA believes it is required. The Contractor with the lowest fee will not necessarily be awarded the project. The Contractor may include optional items if desired; however, extra optional items must be clearly identified and a cost estimate provided separately from the costs for the work requested by CPA in Part II. If RFPs exceed the CPA's budget, the CPA may elect to negotiate a "partial scope work" with any Contractor to achieve budget.

14. The CPA reserves the right to accept any or none of the RFPs submitted and will evaluate RFP submissions based on "best value" considering the fees, experience, work plan, level of effort, project understanding, proposed schedule, and general quality of the RFP.

15. If the work is awarded, the CPA will provide a Purchase Order to complete the works in accordance with this RFP and the successful Contractor's proposal.

16. The RFP may include alternatives as optional but these should be clearly identified independently of the scope outlined.

17. <u>RFP Format</u>

    The RFP should include the following information:

    a) title page, including Contractors name, address, telephone number and other contact information,

    b) outline of methodology including any special considerations,

    c) proposed schedule of activities including milestones for deliverables,

    d) project team including team members' qualifications,

    e) budget, including estimated costs for each required task. Include hourly rate structure for key team members. Mileage rates are not to exceed the Canada Revenue Agency's (CRA) "Reasonable per-kilometer allowance", and

    f) information regarding the Contractors insurance protection policies.

18. <u>RFP Evaluations</u>

a. Qualifications, Experience, Industry Knowledge, Resources, and Capacity (40%):

   Contractors are to provide information on experience of key personnel to be involved in the work. Contractors are to provide a detailed list of sub-contractors to be used. Contractors are to provide availability to undertake work (example: number of employees, current work load etc.). Contractors must show experience working on unique projects.

b. Fee Structure and Cost (25%):

   Contractors shall provide a Schedule of Prices for the services listed in the RFP documents for the services they wish to provide directly or through subcontractors. Evaluation on cost will be done on the TOTAL COST of the proposal based on the estimated quantities provided.

c. Methodology & Approach, Processes, Sample Documents, and Protection of Data (25%):

Contractors are to provide examples and methodology aimed towards collecting unpaid debts. Contractors are to provide examples of tasks relating to collections including timelines and success rates. Contractors must outline how data will be protected. Response time to emergency issues will also be waited in this section.

d. References:(10%)

Contractors are to provide at least two references which demonstrate successful performance of comparable work within the last ten (10) years.

19. Award of the work is subject to funds being legally available.

20. Data Exchange Agreement

All data provided to the Consultant to support the Services being carried out under this Agreement are provided on and subject to the following terms and conditions:

(a) Copyright – the Consultant acknowledges and agrees that copyright for all data transferred from the CPA to the Consultant belongs to the CPA. The CPA will retain title to all data provided and any copies made of the data.

(b) Conditions of Use – the Consultant is entitled to use the data only to provide the Services and support the Project. The Consultant may not use the data for purposes not directly related to the provision of the Services or the Project without first receiving written consent from the CPA.

(c) Outside Agencies - the Consultant acknowledges that data sourced from outside agencies may require a separate data sharing agreement with said agency. The Consultant will acknowledge the source for any data utilized, and agrees that the copyright for any data shared by other agencies belongs to said agencies.

(d) Transfer of Data – the Consultant will transfer all data related to this Project, including without limitation, all photographs, excel tables, drawings, and other requested data, immediately upon receiving a request from the CPA. The Consultant may not sell, transfer, copy, loan, or gift any of the data to another party for any reason without first receiving written consent from the CPA.

(e) Conditions of Data Retention – the Consultant may keep the data used to support the Project in its files where: (i) required by law; (ii) required by professional obligations; or (iii) required by best management practices, with the proviso that both the data and the Consultant are bound by and subject to the terms and conditions of this Agreement. This clause will survive expiry or sooner termination of this Agreement.

(f) Confidentiality – without limiting the Consultant's confidentiality obligations set about above, the Consultant will maintain confidentiality of all information, documentation, and data provided by the CPA during the course of carrying out the Project unless written consent from the CPA is provided, or as required by law or by an authority having jurisdiction.

(g) No Warranty – the Consultant understands that all data, whether digital, hardcopy, or in any other format, is provided by the CPA "as is" and the CPA provides no warranty of any kind, either express or implied, nor guarantees whatsoever the accuracy and completeness of the data or their fitness for any purpose. It is the Consultant's responsibility to ask for updated data where required. In no event will the CPA be liable to the Consultant or any

other party for losses or damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the data, or the Consultant's use or inability to use the data, even if the CPA has been advised of the possibility of such damages. The Consultant hereby releases the Released Parties from all losses or damages associated with the data, and agrees not to sue or make any claim against the Released Parties in respect of the data.

PART II – TERMS OF REFERENCE

A. INTRODUCTION & BACKGROUND INFORMATION

The City of Port Alberni (CPA) requires the services of a qualified contractor to provide Debt Collection services The City invites detailed Proposals from qualified collection agencies ("Proponents") for the provision of professional services to assist the City in the collection and debt recovery of its unpaid bylaw notice enforcement infraction and delinquent sundry accounts receivable. The City is seeking innovative ways to minimize the non-payment of customer accounts as well as to minimize the number of accounts being sent to collections. Proponents are encouraged to provide Proposals which could include limiting the length of time accounts are held by the agency and/or providing secondary resources of collections. Proponents interested in this opportunity are invited to submit a Proposal.

The City primarily requires the use of collection agency services for additional resources in collecting unpaid Bylaw Offence Notice Fines and delinquent sundry accounts receivable accounts. A breakdown of the annual average value of outstanding accounts receivables in previous years is as follows:

Invoice type	2022	2023	2024
Number of Bylaw Notices Issued	540	438	433
Fine Amounts	$91,983	$62,037	$86,942
Collection Dollars Referred	$44,321	$40,981	$76,128

*The above information is provided as a guide only and is not a guarantee of actual activity levels to be experienced.

The City's Bylaw Services Department enforces about 30 distinct bylaws created under the authority of the Community Charter. These bylaws regulate activities such as Animal Control and Pound, Building Standards, Business Licence, Fire Control, Littering, Nuisance Abatement, Property Maintenance, Sewer, Solid Waste, Traffic, and Zoning.

While the size of each individual account listed for collection varies greatly, a typical account is in the range of $50-$600. The Finance Department processes sundry accounts receivable some of which are recurring in nature such as property rentals, while others are one-time charges based upon cost recovery for services rendered. The size of these accounts would vary depending on the service supplied or charges stipulated through Council Bylaws.

Accounts may be listed with a collection agency after City staff has exhausted all avenues of collection available to them. While the majority of bylaw notices are listed within 6-8 weeks of the offence date, there could be a significant delay between the offence/invoice date and the listing date on some accounts.

B. SCOPE OF WORK

The successful Proponent:

- Will work in close co-operation with, and to the requirements and satisfaction of the City to provide professional collection services;
- Will make contact(s) with delinquent account holders under the name of the collection agency;
- Will use up-to-date collection systems and be able to undertake negotiation and legal action as part of the comprehensive collection process;
- Will observe debtor rights within the constraints of all provincial and federal laws, statutes and regulations whether Municipal, Provincial or Federal including the Business Practices and Consumer Protection Act and Regulations thereto; and
- Shall not, under any circumstances, use any threats, intimidation, or harassment of a debtor in the collection of accounts or violate any other applicable governmental guidelines.

Maximizing the recovery of outstanding accounts receivable while minimizing public complaints related to collection activities is a key element of this RFP.

C. PROJECT DELIVERABLES AND SCHEDULE

As a minimum, the Contractor will deliver the following:

- A signed access to information agreement to protect the integrity of information received by the City through a Third Party such as ICBC;
- A primary contact person and contact information (name, phone number, email) that would be available for meetings during the City's normal business hours of Monday – Friday, 8:00am – 4:30pm PST (excluding statutory holidays);
- A description of current skip tracing techniques and access to multiple databases to locate Debtor (includes out of province/country tracing);
- An option to register customers with a credit bureau (state which are available and process currently in place);
- 24/7 online account payment ability, while meeting all applicable legislative and security requirements relating to online payments, such as PCI security standards;
- Hours of operation that enables Debtors to contact the successful Proponent via toll free number during Pacific Standard Time;
- Telephone collection in the English language (or other languages as required);
- Letters of demand, legal presentation and assign judgements;
- Compliance with all regulatory requirements applicable to Collection Agencies such as Freedom of Information and Privacy Protection Act (FOIPA) and commit to the requirements of the Business Practices and Consumer Protection Act, Prohibited Debt Collection Practices; and
- Verification/obtaining information regarding Residential Tenancy Applications.

The successful Proponent shall assume all expenses necessary to carry out the Collection Services including, but not limited to, the pre-collection letter, postage, envelopes, stuffing, paper, pre-printed forms, telephone charges, etc.

D. OTHER REQUIREMENTS:

a) Account Maintenance:

The City will work with the successful Proponent to ensure all current relevant information being held on the account is provided to aid in the collection. This information will be provided in an electronic format as agreed upon. There will be no hard copy or electronic copy of the invoice

provided unless requested. The successful Proponent will outline the pertinent information that is required for each type of account to increase the ability of collection.

b) Preparation and maintenance of a database:
At its own expense, the successful Proponent will establish and maintain a database for the City concerning each account referred, collection efforts made on the account, full transaction details, including payment details and interest calculations, if applicable.

c) Documentation of Contacts:
All contact made by the successful Proponent with the debtor shall be documented and maintained in the database.

d) Recall of Accounts:
The City may cancel an account or reduce/amend the amount due on any account referred at any time. Cancelled accounts will not be subject to collection fees. Collection fees for reduced/amended accounts will be based upon the reduced/amended balance.

e) Uncollectible Accounts:
Uncollectible accounts shall be returned to the City with a transaction listing detailing the efforts to collect and reasoning to why the account is uncollectible.

f) Out of Province Debtors:
The City does have a small component of out of Province debtors. The ability to collect from debtor's 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) would be an asset.

The successful Proponent will be fully responsible for maintaining accurate records of all correspondence, documents, accounting records, transactions and other relevant evidence. These records shall remain on file for a minimum period of seven (7) years. All records and books shall be made available to the City for review upon request. The successful Proponent will guarantee the confidentiality, security and safety of all hardcopy or electronic files and documents.

E. LEGAL ACTION:

Any extraordinary settlement of an account shall be agreed upon between the successful Proponent and the City, prior to acceptance. The City will support this in writing. No legal actions can be taken without the written consent of the City.

F. INTEREST, FEES AND COSTS:

Uniform collection fees will be applied to all categories of accounts. The fee should be reasonable and provide for an equitable profit margin based on industry averages and should take into account the level of effort required versus return.

Interest at the statutory rate on judgements shall be charged pursuant to statutory authority on accounts as provided by law. The successful Proponent shall calculate and maintain electronic records of all transactions affecting interest and the balance of accrued interest, and shall provide those records to the City upon request. Interest shall be charged on accounts from the date of referral pursuant to statutory authority. Statutory rates will be provided by the City. The City shall receive all interest collected.

G. PAYMENTS:

The successful Proponent shall transfer gross proceeds to the City and bill for the agency fees, unless alternative arrangements are mutually agreed upon. The amounts owed to the City and to the successful Proponent shall be clearly delineated and this separation will be clearly maintained in both the successful Proponent's database and reports provided to the City.

The successful Proponent shall collect and process payments (eg. cash, cheque, credit cards) directly from debtors. Any payments received by the City will be retained by the City, but will be reported to the successful Proponent on a monthly basis. The successful Proponent will bill the City for the agency fees on payments received by the City.

Adjustments, chargeback's or corrections authorized by this agreement will be reported separately and requests authorized must be in writing and accompanied by supporting documents.

H. REPORTING:

The successful Proponent shall provide the City with management reports on a monthly basis and an annual report at the end of each calendar year. Separate accounts and reports should be established for each differing area of activity. The City may establish a schedule by which requested reports will be provided on a regularly scheduled basis. Reports should have the flexibility to be customized to meet the needs of the City. Reports may be requested in an electronic format and final content will be reviewed with the successful Proponent. Web-based data tools allowing the City online access to individual accounts and collection efforts will be a value-added service.

Reports should include but not be limited to the following (see examples attached in Appendix #1):

1. Aged summary of funds received.
2. Aged detailed account status.
3. Listing of accounts terminated and reason for termination
4. Financial summary report detailing "period to date' and "year to date" for pertinent information such as receipts, net accounts receivable and total collection percentage. Account Manager to provide a quarterly report with a detailed write-up analyzing collection percentages achieved versus collection percentages anticipated, explaining positive/negative variances and action plans to increase collection percentages if required.
5. Other reports required upon mutual agreement or to supplement required reports

I. COMMUNICATIONS:

The successful Proponent will take an active role in providing regular updates to the City including provision of reports, telephone contacts and initiating bi-annual meetings to review performance results based on contract requirements.

J. TERM OF AGREEMENT

The initial term of any agreement resulting from this RFP will be for an initial two (2) year period, commencing on or around February 1, 2025. The City reserves the right to extend the agreement for up to three (3) subsequent one (1) year terms, subject to the mutual agreement of terms by both the City and the selected Consultant(s), to a maximum of five (5) years in total.

K. WORKPLACE SAFETY

The Contractor shall acknowledge appointment as Prime Contractor, as defined by *WorkSafe BC* with an understanding of the duties as defined in the *Workers Compensation Act*, Sections 118 Clauses 1 and 2 by entering into a Prime Contractor agreement with the RDNO.

The Contractor shall, within 10 days following the award of contract and prior to the start of work, submit to CPA:

- one copy of a "clearance letter" indicating that the Contractor is in *WorkSafe BC* compliance, and shall also provide to CPA, from time to time as may be required, satisfactory proof that such compliance is still in full force and effect.

The Contractor shall observe and comply with Worker's Compensation Act (British Columbia) and the OHS Regulation, including: conducting worker safety orientations; conducting daily safety

meetings and keeping meeting minutes on-site; holding health and safety meetings to coordinate activities; and, conducting safety inspections to ensure compliance with WorkSafeBC and OHS Regulations by all workers.

In any case where pursuant to the provisions of the *Workers Compensation Act*, the Worker's Compensation Board orders the Contractor in respect of its 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 the 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, CPA may cancel this Agreement on 24 hours written notice to the Contractor.

Protection of the 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 any property adjacent to the work area from damage as the result of its operations under the Agreement. The Contractor shall protect the Project and property of CPA from damage which may arise as the result of its operations under the Agreement.

L. INVOICING

Invoices shall be submitted electronically to maryclare_massicotte@portalberni.ca and shall have the following information in the email body or subject line:

Attention: Mary Clare Massicotte
Project Number: TBA
Purchase Order Number: TBA

All invoices shall have the following information contained either on the invoice or on an attached page:

- CPA project title and project number,
- name of CPA contact,
- date of invoice and period the invoice covers

SCHEDULE A – PROPONENT INFORMATION FORM

All Proponents should fill out this Schedule and submit it with their Proposal.

Proponent Information:

Legal Name of Proponent: _____

Business Address: _____

_____

_____

Telephone No.: _____ Fax No.: _____

Contact Person (Name & Title): _____

Contact Person's E-mail: _____

GST Registration No.: _____ Incorporation Date: _____

WorkSafeBC Account Number: _____

Dunn and Bradstreet Number: _____
(or N/A if not applicable)

City of Port Alberni Business License Number: _____
(or N/A if Proponent does not have a CPA business license)

I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda (as acknowledged below), and having full knowledge of the Work Site(s) and the Requirements submit this Proposal in response to the RFP.

Addenda #____dated _____ *Addenda #____dated _____*

Addenda #____dated _____ *Addenda #____dated _____*

SIGNED:

_____ _____

Authorized Signatory for the Proponent *Date*

SCHEDULE B - CONFLICT OF INTEREST DISCLOSURE STATEMENT

All Proponents should fill out this Schedule and submit it with their Proposal.

Date: _____

Proponent's Name: _____

Address: _____

_____

Phone/Fax No. _____

Signature of Authorized Signing Officer: _____

Print Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

To the Corporation of the City of Port Alberni:

The Proponent declares that it has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. The Proponent also declares that neither it, nor any of its officers, directors, principals or employees, have or have had any relationship with any City employees or elected officials of the City, which creates or has the potential to create a real or perceived conflict of interest, or provide an unfair advantage, **except as identified below**. The above, individually, for each such relationship, identify:

1) the party or individual(s) involved: *(if not applicable, mark N/A)*

_____

_____

2) the nature of the relationship: *(if not applicable, mark N/A)*

_____

_____

3) the measures implemented, if any, to mitigate the conflict: *(if not applicable, mark N/A)*

_____

SCHEDULE C – FINANCIAL PROPOSAL FORM

All Proponents should fill out this Schedule and submit it with their Proposal.

Proponent's Name: _____

Fee Schedule for Debt Collection Services:

Proponents are to specify the applicable commission percentage (%) and/or fee ($) applicable for each service category, which must be all-inclusive and cover every aspect of the services to be provided. Unless otherwise identified by the Proponent, all rates are stated in Canadian Dollars, excluding any applicable taxes.

Proponents may add additional service categories, as applicable, in the space provided.

Item	Service Category	Commission (%) *	Fee ($) **
1.	*Bylaw Notice – 1st Placement*	%	$
2.	*Bylaw Notice – 2nd Placement*	%	$
3.	*Sundry Receivables – 1st Placement*	%	$
4.	*Sundry Receivables – 2nd Placement*	%	$
5.	*Unrecoverable / Cancelled Accounts*	%	$
	Other (please specify):		
6.			
7.			
8.			

* expressed as a percentage (%) of total revenue collected

** expressed as a flat fee ($) per account assigned

APPENDIX A – EXAMPLES OF REQUIRED REPORTS

11.0 Aged summary of funds received

Purpose: provide a detailed breakdown by ticket of funds remitted to the City. Report to accompany each remittance made to the City.

Fields for inclusion in the report:

- Date account is referred to collection
- Registered offender name
- Debtor number (collection agency reference field)
- CPA ticket number
- Date that ticket was issued by CPA
- CPA revenue grouping
- Amount assigned for collection
- Amount collected
- Last payment date
- Commission Payable
- Balance owing on the ticket

11.1 Aged detailed account status

Purpose: provide a monthly update on the current account status and account balance of all accounts listed with the Collection Agency from the start of the Collection Agency Contract to the current reporting period.

Fields for inclusion in the report:

- Date account is referred to collection
- Registered offender name
- Debtor number (collection agency reference field)
- CPA ticket number
- Date that ticket was issued by CPA
- CPA revenue grouping
- Amount assigned for collection
- Amount paid (sum of all payments received on the ticket)
- Balance owing
- Last payment date
- Cheque number associated with last payment date
- File status
- Status description

11.2 Listing of accounts terminated and reason for termination

Purpose: notify CPA of all accounts that were terminated during the reporting period as well as the reason for termination, and including those tickets where all collection efforts have been exhausted and where no further action will be taken.

Fields for inclusion:

- Date account is referred to collection

- Registered offender name
- Debtor number (collection agency reference field)
- CPA ticket number
- Date that ticket was issued by CPA
- CPA revenue grouping
- Amount assigned for collection
- Amount collected
- Closed date
- Last payment date
- Closed balance
- Reason for closure

11.3 Financial Summary Report

Purpose: compare the amounts placed for collection against the amounts collected to allow the collection agency to report on collection percentages achieved versus collection percentages anticipated.

Show the listed fields for each of the calendar months from the start of the contract to the current reporting period:

- Calendar month
- Number of accounts placed in the calendar month
- Amount placed in the calendar month
- Cumulative amount collected on accounts placed in the calendar month
- Collection % by calendar month
- Cumulative commissions on accounts placed in the calendar month

11.4 Listing of repeat offenders

Purpose: provide a list of repeat offenders to facilitate increased focus on collection of these accounts.

For repeat offenders, indicate the following fields:

- Date account is referred to collection
- Registered offender name
- Debtor number (collection agency reference field)
- CPA ticket number
- Date that ticket was issued by CPA
- CPA revenue grouping
- Amount assigned for collection
- Amount paid (sum of all payments received on the ticket)
- Balance owing
- Last payment date
- File status
- Status description

APPENDIX B

WORK & SERVICES CONTRACT

THIS AGREEMENT dated for reference ***[Date]***

BETWEEN:

The City of Port Alberni, a municipality having an office at 4850 Argyle Street, Port Alberni, BC V9Y 1V8 *(the "City")*

AND:

[Service Provider. Name]**,** a British Columbia company with offices at *[Service Provider Address & Postal Code]*

(the "Service Provider")

THIS AGREEMENT WITNESSES that the *City* agrees to retain the *Service Provider* to furnish certain services and the *Service Provider* agrees to furnish the services under the terms and conditions as follows:

1.0 **"Contract Documents**" means the following documents:

1.1 (1) the Agreement: Section 01000

(2) the Schedule of Services, Fees, Rates and Charges: Section 01200

(3) the General Conditions: Section 01400

(4) the *City's* Request for Proposals RFP.020.20 (including any Addenda issued thereto);

(5) ***[any other documentation eg. RFP, Service Provider's proposal, etc];***

1.2 The Contract Documents shall form part of this Agreement as though recited in full.

1.3 In the event of discrepancies, inconsistencies or ambiguities in provisions of the Contract Documents, the provisions of the document that first appears on the list in Clause 1.1 shall take precedence and govern over the provisions of a document subsequently appearing on the list.

2.0 **Services To Be Performed And Period Of Service**:

2.1 The services to be provided by the *Service Provider* are professional debt collection services to assist the City in the collection and debt recovery of its unpaid bylaw notice enforcement infraction and delinquent sundry accounts receivable (the "Services").

2.2 The *Service Provider* shall perform and complete the Services with care, skill, due diligence and efficiency.

2.3 The Initial Term of this Agreement will be for a three-year period, from February 1, 2025 to January 31, 2028, unless otherwise extended or terminated by the parties.

2.4 The Agreement may be extended at the option of the *City* for a further ***two year period (to 2023)/***

(x) terms of ***one (1) year*** each subject to mutual agreement of both parties on price and service. If a mutual agreement cannot be reached, the *City* reserves the right not to extend, and/or to run another procurement process for the provision

3.0 Agreement Amount:

3.1 Subject to the terms and conditions of this Agreement and in consideration for the satisfactory performance of the Services, the City shall pay to the *Service Provider a* fee(s) in accordance with Section 01200 Schedule of Fees, Rates and Charges.

3.2 Where progress payments are required the *Service Provider* shall be paid on the basis of monthly progress billings for services performed and invoices approved by the City in accordance with Section 01200 Schedule of Fees, Rates and Charges.

3.3 The Agreement amount stated in Clause 3.1 does not include any applicable taxes, which are to be shown separately on all invoices submitted by the *Service Provider*.

4.0 Time of the Essence:

4.1 Time shall be of the essence in the performance of the Services.

5.0 Entire Agreement:

5.1 When duly executed by authorized officers of both parties, this Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof.

6.0 Amendment:

6.1 The Contract Documents shall not be amended except as specifically agreed to in writing by both the *City* and the *Service Provider*.

7.0 Contract Administrator:

7.1 For the purposes of this Agreement, the *City* designates as its Contract Administrator:

Mary Clare Massicotte

Manager of Community Safety and Social Development

Email: maryclare_massicotte@portalberni.ca

8.0 Inurement:

8.1 This Agreement shall inure to the benefit of and be binding upon the *City* and the *Service Provider* and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the *Service Provider* and the *City* have executed this Agreement effective as of the day and year first above mentioned.

The City by its authorized signatory(ies):

Authorized Signatory	*Authorized Signatory*
Name & Title	*Name & Title*

The Service Provider by its authorized signatory(ies):

Authorized Signatory	*Authorized Signatory*
Name & Title	*Name & Title*

1.1. SCOPE OF SERVICES:

1.2. Following the requirements as set forth in the *City's* Request for Proposals RFP.XXXX, and utilizing the approach and methodology as described in its Proposal, the *Service Provider* will provide professional services to assist the City in the collection and debt recovery of its unpaid bylaw notice enforcement infraction and delinquent sundry accounts receivable.

1.3. The scope of services under this Agreement are:

1.3.1. To work in close co-operation with, and to the requirements and satisfaction of the City to provide professional collection services;

1.3.2. To make contact(s) with delinquent account holders under the name of the collection agency;

1.3.3. To use up-to-date collection systems and be able to undertake negotiation and legal action as part of the comprehensive collection process;

1.3.4. To observe debtor rights within the constraints of all provincial and federal laws, statutes and regulations whether Municipal, Provincial or Federal including the Business Practices and Consumer Protection Act and Regulations thereto; and

1.3.5. Not, under any circumstances, use any threats, intimidation, or harassment of a debtor in the collection of accounts or violate any other applicable governmental guidelines.

2.0 **DELIVERABLES, TASKS, MILESTONES, TIMELINES:**

The project schedule, tasks and deliverables will generally adhere the schedule as shown below, or as modified and agreed-to between the Service Provider and the City. As a minimum, the Contractor will deliver the following:

2.1 *A signed access to information agreement to protect the integrity of information received by the City through a Third Party such as ICBC;*

2.2 *A primary contact person and contact information (name, phone number, email) that would be available for meetings during the City's normal business hours of Monday – Friday, 8:00am – 4:30pm PST (excluding statutory holidays);*

2.3 *A description of current skip tracing techniques and access to multiple databases to locate Debtor (includes out of province/country tracing);*

2.4 *An option to register customers with a credit bureau (state which are available and process currently in place);*

2.5 *24/7 online account payment ability, while meeting all applicable legislative and security requirements relating to online payments, such as PCI security standards;*

2.6 *Hours of operation that enables Debtors to contact the successful Proponent via toll free number during Pacific Standard Time;*

2.7 *Telephone collection in the English language (or other languages as required);*

2.8 *Letters of demand, legal presentation and assign judgements;*

2.9 *Compliance with all regulatory requirements applicable to Collection Agencies such as Freedom of Information and Privacy Protection Act (FOIPA) and commit to the requirements of the Business Practices and Consumer Protection Act, Prohibited Debt Collection Practices;*

2.10 *Verification/obtaining information regarding Residential Tenancy Applications, and*

2.11 *The successful Proponent shall assume all expenses necessary to carry out the Collection Services including, but not limited to, the pre-collection letter, postage, envelopes, stuffing, paper, pre-printed forms, telephone charges, etc.*

The project schedule, tasks and deliverables will generally adhere the schedule as shown below, or as modified and agreed-to between the *Service Provider* and the *City*:

As a minimum, the Contractor will deliver the following:

3.0 SERVICE PROVIDER PROJECT TEAM:

3.1 The *Service Provider's* team and roles shall consist of key personnel as listed below:

[insert table, organization chart, or other applicable material to list the Service Provider's key personnel for this project]

3.2 The *Service Provider* may, upon prior agreement by the *City*, supplement its project team through the use of additional *Service Provider* personnel and/or subcontractor(s).

3.3 In no event shall the *Service Provider* substitute or replace any of its project personnel and/or subcontractor(s) without the express written permission of the *City*.

4.0 FEE & RATES:

5 Insert fee table or other applicable material that provides a breakdown of fees

5.0 The *Service Provider's* schedule of hourly rates for all key personnel are as follows:

[insert a table or list of the hourly rate for each of the Service Provider's key personnel for this project]

5.1 Any reimbursable expenses, disbursements and/or subcontractor fees will be invoiced at the *Service Provider's* cost. ***[if mark-up to disbursement costs applies, add that information here]***

5.2 Reimbursable expenses mean actual expenditures, supported by receipts and invoices, reasonably incurred by the *Service Provider* and/or the *Service Provider's* subcontractor(s) for the following items in relation to the services provided under this Agreement:

a) Reproduction of photographs and other documents, including plotting/printing of computer-generated drawings;

b) Any other expense for which the *City* has provided specific written pre- approval to the *Service Provider*;

Travel required by the *Service Provider* and the *Service Provider's* subcontractor(s) within Vancouver Island area is **not eligible** as a reimbursable expense.

5.3 All fees are stated in Canadian Dollars, and exclude applicable taxes.

5.4 Hourly rates will be held firm for the duration of this Agreement.

5.5 The *City* will not be liable for direct payment of any fees owing to any of the *Service Provider's* subcontractors, nor will the City be responsible for any fees or charges not specifically identified in this Agreement, or otherwise agreed to in writing.

1.0 DEFINITIONS:

In this Agreement

1.1 "Agreement" means the agreement set out in Section 01000.

1.2 "Contract Administrator" has the meaning in Section 01000 Clause 7.0.

1.3 "Services" has the meaning set out in Section 01000 Clause 2.1, and

1.4 "Subcontractors" means the independent consultants, associates and subcontractors retained by the *Service Provider* to assist in the performance of the Services.

2.0 ASSIGNMENT:

2.1 The *Service Provider* shall not assign the Agreement, in whole or in part, or any payments due or to become due under the Agreement, without the express written consent of the *City*.

3.0 STANDARD OF CARE AND QUALIFICATIONS:

3.1 The *Service Provider* shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by Service Providers experienced in providing such Services. The *Service Provider* acknowledges that its qualifications and experience were a major factor in the selection of the *Service Provider* for the work set out in this Agreement.

3.2 Without limiting any other remedy which the *City* may have, the *Service Provider* at its sole cost upon written request of the *City* shall rectify any of the Services which have not been performed in accordance with the care, skill and diligence set out in Clause 3.1 or which have otherwise not been performed in accordance with the terms of this Agreement and in addition the *Service Provider* shall do all such things that may be reasonably required by the *City* to satisfy the *City* that the Services have been duly rectified or performed in accordance with the terms of this Agreement.

3.3 The *Service Provider* shall be responsible for the degree of care, skill and diligence exercised by any Subcontractors and for selecting Subcontractors having the appropriate qualifications and experience to provide that portion of Services to be provided by such Subcontractors.

4.0 CONFIDENTIALITY:

4.1 **Definition of Confidential Information**. In this Agreement, "Confidential Information" means all information and data disclosed orally, in writing or electronically, by one party to the other party on a confidential basis including, without limitation, all such information and data relating to the structure, personnel, and operations of the disclosing party, including financial, planning, marketing,

advertising and commercial information and strategies; employee, supplier and customer information and data; contractual agreements, records and correspondence; computer programs, computer-related data and databases; trade secrets, inventions, designs, methods, processes and know-how; and items provided or disclosed to a party by third parties under an obligation of confidentiality.

4.2 **Obligation of Confidentiality**. It is contemplated that in the course of the performance of this Agreement each party may, from time to time, disclose its Confidential Information to the other party. During the term of this Agreement and for a period of five (5) years thereafter, subject to Clause 4.3 and 4.4, each party agrees:

(a) to keep and use in strict confidence all Confidential Information of the other party that it acquires, sees, or is informed of, as a direct or indirect consequence of this Agreement and to not, without the prior written consent of the other party, disclose any such Confidential Information; and

(b) not to use, copy, duplicate or reproduce, either directly or indirectly, any of the Confidential Information of the other party or any recollections thereof for any purpose other than for the performance of its obligations under this Agreement, without the other party's prior written approval.

4.3 The provisions of Clauses 4.2 shall not apply to any Confidential Information received by one party from the other:

(a) which is or becomes public knowledge (otherwise than by breach of this Clause);

(b) which was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;

(c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

(d) is independently developed without access to the Confidential Information; or

(e) which must be disclosed pursuant to a statutory, legal or Parliamentary obligation placed upon the party making the disclosure, including but not limited to any requirements for disclosure under the *Freedom of Information and Protection of Privacy Act R.S.B.C. 1996, c.165*, as amended from time to time (in this Clause, the "Act").

4.4 **Freedom of Information and Protection of Privacy Act**. The *Service Provider* acknowledges and agrees that any Confidential Information disclosed by it to the *City* under this Agreement may be subject to disclosure under the Act. The *Service Provider* acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the *City* fits within Section 21 of the Act, the *Service Provider* must specifically advise the *City* and request the City not to disclose that information.

4.5 **Return of Confidential Information**. Upon expiration or earlier termination of this Agreement, each party shall promptly cease all use of the Confidential Information of the other party and upon written request will return all Confidential Information. This obligation shall not apply to any Confidential Information of the Service Provider required by the *City* to make use of any work product under this Agreement.

5.0 CITY'S RESPONSIBILITIES:

5.1 The *City* shall provide timely support, guidance, direction, instruction, acceptances, decisions and information as the Contract Administrators agree necessary or appropriate under this Agreement.

6.0 INDEMNITY:

6.1 Notwithstanding the provision of insurance coverage by the *City*, the *Service Provider* hereby agrees to indemnify and save harmless the *City* and its successor(s), assign(s) and authorized representative(s) (the "Indemnified Parties") and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as "Claims") that the *City* may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the *Service Provider* or its Subcontractor(s), servant(s), agent(s) or employees(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the *City*, its other consultant(s), assign(s) and authorized representative(s) or any other persons.

6.2 The terms and conditions of Clause 6.1 shall survive notwithstanding the completion of all Services and the obligations and duties under this Agreement and the termination for any reason whatsoever of this Agreement.

6.3 The indemnity provided in Clause 6.1 by the *Service Provider* to the Indemnified Parties shall not in any way be limited or restricted by the insurance set out in Clause 11 or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

7.0 NO WAIVER:

7.1 No action or failure to act by the *City* shall constitute a waiver of any right or duty under the Agreement, or constitute an approval or acquiescence in any breach there under, except as may be specifically agreed in writing by the *City*.

8.0 SERVICE PROVIDER STATUS:

8.1 This is an agreement for the performance of Services and the *Service Provider* is engaged under the Agreement as an independent contractor for the sole purpose of providing the Services. Neither the *Service Provider* nor any of the *Service*

Provider's personnel is engaged by the Agreement as an employee, servant or agent of the *City*.

8.2 It is understood and agreed that the *Service Provider* will act as an independent contractor and that it is entitled to no other benefits or payments whatsoever other than those specified in the Agreement and Section 01200 Schedule of Fees, Rates and Charges.

9.0 DOCUMENTATION, PATENT AND COPYRIGHT:

9.1 **Title.** The title, property rights and ownership in and to all present and future materials and information produced or prepared by the *Service Provider* pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the *City* without any payment by the *City* therefor.

9.2 **Patent and Copyright**. The title, property rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the *City* without any payment by the *City* therefor.

9.3 **Further Assurances**. The *Service Provider* shall upon request by the *City*, do all such things and execute and deliver to the *City* all such documents and instruments as the *City* shall reasonably require in order to vest title, property rights and ownership in the *City* as provided in Clause 9.1 and 9.2 and the *Service Provider* shall execute and deliver all such assignments, documents and instruments as may, in the *City's* opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

10. NOTICES:

10.1 Where in the Agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, or by facsimile addressed to the party for whom it is intended at the address specified in Clause 7 of the Form of Agreement. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

11.0 WORKERS' COMPENSATION, INSURANCE AND BUSINESS LICENCE:

11.1 Workers' Compensation Board (WCB) Requirements

11.1.1 The *Service Provider* agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The *Service Provider* agrees that the *City* has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the *City* to the *Service Provider*. The *City* shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement had been paid in full.

11.1.2 The *Service Provider* shall provide the *City* with their Workers' Compensation Board registration number and a "Clearance Letter" from WorkSafe BC confirming that they are registered and in good standing with the Workers' Compensation Board and that all assessments have been paid to the date.

11.1.3 The *Service Provider* shall indemnify the *City* and hold them harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

11.2 Insurance

11.2.1 Throughout the term of this Agreement, the *Service Provider* shall provide, maintain and pay for the following insurance:

(a) Commercial General Liability Insurance

Commercial General Liability Insurance in an amount of not less than

$2,000,000 per occurrence, protecting the *Service Provider* and the *Service Provider's* Personnel against all claims for personal injury, death, bodily injury or property damage arising out of the operations of the *Service Provider* or the actions of the *Service Provider* or the *Service Provider's* Personnel. The *Service Provider* shall provide an insurance certificate evidencing such insurance coverage naming the *City* is an additional insured by endorsement and shall contain a

cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.

The Policy shall contain a clause providing that the *City* will receive 30 days' notice of cancellation or of any material change in coverage that will reduce the extent of coverage provided to the *City*. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company that is, in all respects, acceptable to the *City*.

(b) Motor Vehicle Liability Insurance

Motor Vehicle liability insurance with respect to owned, operated and/or leased automobiles used directly or indirectly in the performance of the Services covering 3rd party legal liability for bodily injury, death and damage to property, with a limit of not less than

$2,000,000 inclusive for each and every loss. The deductible per occurrence shall not exceed two thousand five hundred dollars ($2,500).

(c) Professional Liability Insurance

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than $2,000,000 for each loss, with an aggregate of not less than $5,000,000 and a deductible of not more than $50,000, protecting the Service *Provider* against all claims for loss or damage arising out of any wrongful act or error or omission of the *Service Provider* and the *Service Provider's* Personnel in the performance of the Services. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

(d) Service Provider Equipment Insurance < where applicable. Remove if not applicable >

"All risks" equipment insurance covering owned and non-owned machinery and equipment used by the *Service Provider* for the performance of the Services to its full replacement value.

11.2.2 The *Service Provider* will insure that all of its subcontractors engaged to provide Services under this Agreement shall maintain at least the same levels of insurance as required by the *Service Provider* under this Agreement.

11.2.3 Prior to commencing any work the *Service Provider* shall provide to the *City* certificates of insurance that shall include a provision that such insurance shall not be cancelled or modified without at least 30 days written notice to the *City*.

11.3 **City of Port Alberni Business Licence**

11.3.1 Where the head office of the *Service Provider* is located within the City of Port Alberni and/or where the *Service Provider* is required to perform any work at a site within the City of Port Alberni, the *Service Provider* shall have a valid City of Port Alberni business license throughout the duration of the Agreement.

12.0 DELAY IN PERFORMANCE:

12.1 Neither the *City* nor the *Service Provider* shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, strike, lockout, and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the *City* or the *Service Provider* under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

13.0 SEVERABILITY:

13.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

14.0 CONFLICT OF INTEREST:

14.1 The *Service Provider* declares that the *Service Provider* has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such an interest be acquired during the term of the Agreement, the *Service Provider* shall declare it immediately in writing to the City. If the *Service Provider* does declare a conflict of interest the City may direct the *Service Provider* to resolve the conflict of interest to the *City's* satisfaction and the *Service Provider* shall do so.

15.0 GOVERNING LAW:

15.1 The Agreement shall be construed under and according to the laws of the Province of British Columbia and subject to an agreement to refer a dispute to arbitration under Clause 16, the parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.

16.0 DISPUTE RESOLUTION:

16.1 All claims, disputes or issues in dispute between the *City* and the *Service Provider* shall be decided by arbitration if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.

16.2 In the event that the parties agree to arbitration, pursuant to Clause 16.1, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a Court of competent jurisdiction within the Province of British Columbia.

16.3 In the event that the parties agree to arbitration, the arbitration shall take place in Vancouver, British Columbia and be governed by the laws of British Columbia.

16.4 *The procedure set out in this Clause 16 is not meant to preclude or discourage informal resolution of disagreements between the City and the Service Provider.*

17.0 TERMINATION:

Termination for Default

17.1 The *City* may terminate the Agreement if the *Service Provider* at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the *City* giving written notice thereof.

17.2 The *City* may terminate the Agreement in whole or in part in writing if the *Service Provider* defaults in the fulfilment of any or all of its obligations under this Agreement provided that, except in the case where the *City* acting reasonably deems it impractical, the *Service Provider* shall be entitled to cure the default within 10 days of receipt of written notice from the *City*. Failure to cure the default within the 10-day period or as mutually extended by agreement between the *City* and the *Service Provider*, shall entitle the *City* to terminate this Agreement immediately.

17.3 If the *City* terminates the Agreement under Clause 17.1 or 17.2, upon receipt of written notice of termination, the *Service Provider* shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the *City* all drafts, reports, drawings, plans, specifications,

computer discs, software and all other information and materials relating to the Services.

Termination without Default

17.4 Notwithstanding the provision of Clause 17.1 or 17.2, the *City* shall be entitled at any time during the Agreement to terminate this Agreement upon fourteen (14) days written notice to the *Service Provider*. Upon receipt of written notice of termination, the *Service Provider* shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the *City* all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.

17.5 Upon termination under Clause 17.4, the *City* shall pay to the *Service Provider* in accordance with Section 01200 for the Services provided to the date of termination

together with the actual and reasonable out-of-pocket expenses directly and necessarily incurred by the *Service Provider* as a result of the termination. The *Service Provider* may not claim loss of profit on the balance of the Services not fulfilled because of the termination.

18.0 PAYMENT:

18.1 The *Service Provider* shall submit invoices to the City for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period.

18.2 The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subcontractors. The *Service Provider* shall also provide to the *City* upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the *City* shall request.

18.3 Except for the amounts which the *City* in good faith is disputing and except for any set off which the *City* may claim and except for invoices (or portions of invoices) in respect of which the *City* has requested and not received supporting evidence under Clause 18.2, the *City* shall pay invoices submitted to it for the Services within **[** 30 days **]** of receipt thereof.

18.4 The *Service Provider* shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The *City* or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.

18.5 Although the fees set out this Agreement may not set out the relevant sales, goods and services, excise, value added or similar taxes, whether of federal or other jurisdictional level, taxes should be charged to the *City* in the normal course, and the *Service Provider* may be subject to withholding tax under Canadian law.

18.6 If any fees payable to the *Service Provider* are subject to withholding taxes, the *City* shall withhold and remit such amounts to the applicable taxing authority, unless the *Service Provider* provides the *City* with an exemption or waiver certificate. The *City* will provide the *Service Provider* with written confirmation of any such withholding and remittance.

19.0 SUBCONTRACTORS:

19.1 The *Service Provider* may retain Subcontractors to assist in the performance of the Services provided that, where appropriate, the terms of this Agreement shall apply to the Subcontractors and provided that the *Service Provider* shall be wholly responsible for the professional standards, performance and all actions of the Subcontractors. The *City* may

request a copy of Terms and Conditions entered into by the *Service Provider* with any subcontractor and the *Service Provider* shall comply. The *Service Provider* shall only employ Subcontractors having the appropriate standards, qualifications and experience in their respective areas of expertise.

20.0 EXTRA WORK:

20.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the *City* requires extra work it may do so by itself or by the employment of others or it may direct the *Service Provider* to do the extra work by issuance of a written direction. The *Service Provider* shall perform any extra work at the rates provided for in Section 01200.

21.0 WORK AND SERVICES OMITTED:

21.1 Upon receipt of written direction from the *City*, the *Service Provider* shall omit Services to be performed under the Agreement. The *Service Provider* shall have no claim against the *City* for loss associated with any omitted Services.

22.0 THIRD PARTY RIGHTS:

22.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the *City* and the *Service Provider*.

23.0 CHANGES TO SCOPE OF SERVICES:

The *City* may at any time vary the scope of work to be provided by the *Service Provider* as part of the Services. In that case and where this Agreement contains a limit or limits in Clause 3.0 (Agreement Amount) of Section 01000 (FORM OF AGREEMENT) as to the maximum fees and disbursements to be paid to the *Service Provider* for all or any part of the Services, such limit or limits shall be

adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the *City*. Should the *Service Provider* consider that any request or instruction from the *City* constitutes a change in the scope of the work, the *Service Provider* shall so advise the *City* within ten (10) days in writing. Without said written advice within the time period specified, the *City* shall not be obligated to make any payments of additional fees to the *Service Provider*.

24.0 NON-RESIDENT WITHHOLDING TAX:

24.1 If the *Service Provider* is, at any time, a non-resident of Canada within the meaning of the *Income Tax Act* of Canada as amended, and does not provide to the *City* a Certificate of Exemption, then, and the *Service Provider* hereby so agrees, the *City* may deduct from all monies payable under this Agreement and remit to the Receiver-General of Canada, the Government of Canada or Canada Revenue Agency, Taxation sums not greater than the greater of:

24.1.1 Fifteen percent (15%) of all monies payable under this Agreement; and

24.1.2 sums required to be withheld and remitted by the *Income Tax Act* of Canada as amended.

24.2 The *City* will receive full credit under this Agreement for monies withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the *City* on sums withheld, not remitted as aforesaid, and later paid directly to the *Service Provider*.

24.3 Exemption from this withholding tax is available in some circumstances, but the *Service Provider* must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days prior to commencing services for a “Certificate of Exemption”.