



REQUEST FOR PROPOSAL NO. 202122-13

CITY OF MADERA

Account Collection Services

Date Released: March 30, 2022

Proposals are due Friday, April 29, 2022, prior to 5:00 PM.

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**REQUEST FOR PROPOSAL
202122-13
FOR
ACCOUNT COLLECTION SERVICES**

The City of Madera is soliciting proposals from qualified firms for collection of delinquent revenue in accordance with this Request for Proposal (RFP). The purpose of this RFP is to ask firms to submit statements of their qualifications, capabilities, and experience in collecting delinquent accounts and proposals for performing the services described, along with the fees which would be charged for those services. This RFP is expected to result in a two-year firm fixed price contract with three one-year renewal options. The intent of this RFP is to identify a stable firm that can offer the highest quality of service at the lowest overall cost to the City.

I. BACKGROUND

The City of Madera incorporated in 1907. The City is a general law City and operates under the City Council/City Manager form of government. The City covers approximately 16 square miles, with a population of 66,000. Located in the central San Joaquin Valley of California, Madera is approximately 15 minutes north of the largest city within the region, Fresno.

II. GENERAL INFORMATION

The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP). The City's Purchasing Division contact set out in RFP will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by the City's Purchasing Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on City's website at www.madera.gov/departments/purchasing/ Bids and Announcements. Addenda will also be provided to all prospective hearing officers who have submitted a Letter of Intent to Respond via email. Any interpretation of, or correction to this solicitation will be made only by addendum issued by the City's Purchasing Division. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

Schedule of Events: This Request for Proposal shall be governed by the following schedule:

RFP Schedule	
RFP Release	Wednesday, March 30, 2022
Deadline for Written Questions	Friday, April 15, 2022, 5:00PM
Response to Questions Posted on Website	Tuesday, April 19, 2022
Proposals Due Date and Time	Friday, April 29, 2022, 5:00PM
Council Consideration of Award of Contract	Wednesday, May, 18, 2022

A. Inquiries

Any questions related to this RFP shall be submitted in writing to the attention of Jennifer Stickman, Procurement Services Manager via email at jstickman@madera.gov no later than 5:00 PM on Friday, April 15, 2022.

No oral question or inquiry about this RFP shall be accepted. No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications should be submitted in writing per the process described in this document.

B. Submittals

1. To ensure the delivery of your proposal, it is required that you email your proposal to Jennifer Stickman, Procurement Services Manager at jstickman@madera.gov by 5:00 PM on Friday, April 29, 2022. No hard copies will be accepted.
2. Proposals shall be sent with the subject line: "RFP No. 202122-13 Account Collection Services" by the time and date specified above.
3. Proposals received after the time and date specified above will be considered nonresponsive and will not be opened.

III. GENERAL INSTRUCTIONS AND PROVISIONS

- A. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening.
- B. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Firm will be considered nonresponsive and rejected.
- C. Attention of Proposers is especially directed to the requirements which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any agreement

with the successful Proposer.

- D. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.
- E. The City reserves the right to reject or accept any or all proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- F. The City reserves the right to seek supplementary information from any Proposer at any time after official proposal opening and before the award.
- G. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFP. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at www.madera.gov/purchasing under Bid Announcement and Results and provided to all Proposers who have submitted a Letter of Intent to Respond via email. However, it is the Proposer's responsibility to contact City's Purchasing Division prior to submitting a proposal to determine if any amendments were made to the RFP.
- H. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.
- I. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- J. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the proposer already have their license, please indicate the license number and expiration date on Attachment A, Vendor Information Form.
- K. All Federal or State of California License/Certification required to provide the requested services will be required. A Certificate of Insurance in accordance with the Insurance

Requirements for Service Providers document included in the RFP in Section V will also be required prior to award of a contract

- L. An award will be made as soon as reasonably practical after the opening of Proposals.
- M. The successful Firm shall enter into a formal agreement with City which will be very similar in content to the Attachment D "Sample" Professional Services Agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP as well as general contract requirements of the City.
- N. An award under this RFP will not be based solely on the price. If an award is made, it will go to the proposer(s) with the best overall proposal who provides the best value to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.
- O. The prospective Firm is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved by the City Council.
- P. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.
- O. By submitting a proposal, the prospective Firm certifies that its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process. The proposal will be used to determine the prospective Firm's capability of rendering the services to be provided.
- Q. Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act and may be determined to be public records subject to disclosure, even if the prospective hearing officer claims confidential treatment. The City will disclose public records as required under the California Public Records Act.

Each prospective firm should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a prospective firm submits, is a trade secret. If a request is made for information marked as "confidential" by the prospective firm in their proposal, the City will provide the prospective firm who submitted such information with reasonable notice to allow the firm to seek protection from disclosure by a court of competent jurisdiction.

IV. SCOPE OF SERVICES

Qualifying Requirements

The selected firm must have adequate personnel and equipment to process all customer accounts presented. The firm must also abide by the Federal Fair Debt Collection Practices Act and the California Debt Collection Practice Act, along with any other federal and state laws. The City requires that a firm performing collection services for the City adhere to the highest legal, ethical, and professional standards.

The Firm should make citizen satisfaction a priority in providing services under this contract. Firm's employees should be trained to be customer-service oriented and to interact with citizens positively and politely when performing services with the highest degree of service to the public. If, in the City's determination, the firm is not interacting in a positive and polite manner with citizens, the firm shall take all remedial steps to conform to the standards set by this contract and/or be subject to termination for default of contract.

Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the proposed agreement.

Firms responding to the RFP shall be prepared to deliver services and perform the work necessary to develop and deploy the systems modifications or software products and training support within one month of the issuance of a contract.

The City retains the right to recall from a firm, without charge or penalty, any accounts assigned to the firm. Upon recall by the City, no further collection efforts on recalled accounts will be undertaken by the firm. If the account being recalled has been reported to any credit bureau, the firm is expected to immediately clear the customer's credit report and provide written confirmation upon request.

The City will determine which accounts will be referred to an outside firm. These will include but are not limited to utility fees, business license fees, administrative citation costs, jail booking fees, nuisance abatement costs, and other fees and charges as they become delinquent.

Accounts will be assigned by means of electronic transmission, electronic file, hard copy, or in writing. The assignment will include the following information, if available, and any other relevant information in the City's possession at the time of referral as deemed appropriate:

Name(s)
Address

Type of Account

Unpaid balance outstanding

If the firm desires to have a copy of any back-up documentation, (such as it relates to miscellaneous invoices), the Firm will bear the cost of the copying.

The City shall have the right, at any time during regular business hours, to inspect the records relating to the City's account kept by the agency at the firm's place of business. The firm must provide, at any time during regular business hours, electronic copies of records relating to the City's account at the City's request. The firm must also retain said records for four (4) years following the final payment under the proposed contract.

The firm shall refrain from selling, publishing or otherwise providing client information for any purposes other than those processes necessary for the collection process.

It is preferable that the firm possess prior experience in providing similar services to other municipalities with similar demographics.

The following are work tasks assumed necessary to effectively collect on the City's delinquent accounts.

Take over all assigned delinquent accounts and:

- Initiate standard accepted collection procedures within 20 days from the date of the assignment.
- Report, correct, and/or delete credit bureau reporting and provide evidentiary documentation to the Finance Department that reflects the correction.
- Provide the Finance Department with monthly detailed reports reflecting collections, legal actions, adjustments, updated addresses, and corrections.

Be responsible for:

- Federal and State regulations regarding fair debt collection practices. Collection shall be conducted through ethical and lawful means with the highest level of customer service.
- Paying all costs involved in the collection of the assigned accounts, including but not limited to litigation and transportation.
- Maintaining confidentiality on all accounts assigned by the City and identify how that confidentiality will be maintained.

- Maintaining separate files for each account for audit purposes. Audit of any and all assigned records is left to the discretion of the City at any time.
- Accepting and processing credit card payments via telephone for Visa and MasterCard as a minimum requirement. The contractor is responsible for all costs associated with credit card payments, including but not limited to payment of the merchant's discount fee.
- Accepting electronic payments from debtors. The cost of this service is the responsibility of the contractor.
- Maintaining a **disaster recovery plan** to protect the City's receivables and the confidentiality of the information contained therein.
- Immediately returning all accounts still pending upon termination of contract by any party.
- Accepting data via whatever communication technology is being used by the City at the time of contract signing, whether paper-based or electronic. The assignment will include the following information, if available, and any other relevant information in the City's possession at the time of referral as deemed appropriate: Name(s); Address; Type of Account; Unpaid balance outstanding.
- Bearing all expenses and costs incurred to effect collection of any account referred to them by the City.
- Provide monthly reports detailing the status of each account, including the customer name and number, the beginning balance, collections received during the month, current balance, and collection status by the 10th of the following month.
- Remit all monies collected, less collection fees, monthly to the City. Remittance should include a breakdown by collection category.

V. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Service Provider shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Service Provider agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Service Provider's bid.

Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

VI. PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all firms. The intent of these guidelines is to assist firms in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

A proposing agency must follow the instructions for preparing the proposal in the prescribed format. **Section Tabs (A through M)** must be used, with the responses following the same order of the RFP. Each question in the RFP should be repeated with the agency's response following. Do not include any extraneous or marketing information.

Proposals must include the following in the following order:

Cover Letter: (One page preferred.) The letter should designate the proposal agency, the address of the agency office where the relationship will be domiciled, the address of the closest local branch, if different, and be signed by an authorized agency officer. **No pricing information should be included in the section.** The cover letter shall be addressed to:

Jennifer Stickman, Procurement Services Manager
Finance Department
City of Madera
205 W. 4th Street
Madera, Ca. 93637

Tab A – Table of Contents: (One page preferred) Table of Contents should follow the RFP format.

Tab B – Agency Profile: (Three page maximum preferred) Please respond to the following sections:

Agency Overview – General overview of agency, customer service philosophy, and identification of the primary office or branch that the City will be assigned to and where the City will send its business. What sets the agency's government collection apart from

others?

Experience – Describe the agency's direct experience in servicing public sector clients. Please include: the number of public agency clients and agency's knowledge of and adherence to the California Government Code and other applicable laws. Provide statistical data showing measurable data related to accounts listed and collection results.

Relationship Management – Identify the size and scope of your collection agency unit, agency officers responsible for the City's accounts, what each person's role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team.

Tab C – References: Using attachment C, Reference Form, provide at least five (5) references that are of similar size and scope of service utilization as the City, preferably cities or counties.

Tab D – Firm Qualifications: Provide information on your firm's background and qualifications which addresses the following:

1. Name, address, and telephone number of contact person; and,
2. A brief description of your firm
3. Describe any failure or refusal to complete a contract, including details and dates.
4. List any disciplinary or investigative action, including audits, in the past five (5) years conducted by any professional body or local, state, or federal branch of government of your firm.
5. List any and all litigation, pending or final, to which you are a party that is related or similar to the services being solicited in the past five (5) years.

Tab E - Miscellaneous Questions: (Three page maximum preferred) Please respond to the following:

1. Does the agency provide a toll-free number for Customer Service? What are the hours of operation for customer service? Where is the customer service center located?
2. What is the agency's policy regarding installment agreements with debtors?
3. What is the agency's policy and procedure for reporting to credit agencies?
4. What is the agency policy and procedure for obtaining judgments?
5. Are Account Analysis reports available online?
6. What methodology, approach and resources are used in debt recovery?
7. What is your agency's estimated success rate of collection based upon various types and ages of accounts?
8. Can your agency send monthly reports electronically?
9. Does your agency have staff that is bi-lingual, and do you have collection letters that are available in Spanish for bi-lingual customers?

10. Does your agency provide consultation on collection procedures to City staff?
11. Describe your experience in dealing with delinquent utility bills, fines, liens etc. levied against properties in foreclosure.
12. Does your agency have the means to validate address information received from the city before commencing the collection action? Does your agency perform skip-tracing of debtors?

Tab F – Implementation Plan: (Two page maximum preferred) The City requires a smooth transition to a new agency or to enhanced services with its existing agency.

1. Please describe in detail, the agency's plan to implement the proposed services and to ensure a smooth, error-free conversion
2. Will the agency provide on-site training for City personnel, if needed?
3. Describe in detail how the agency handles problem resolution, customer service, day-to-day contact, and ongoing maintenance of government clients.

Tab G – Service Enhancements: Based on the information provided in the RFP and your firm's knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving the effectiveness of the City's collection services.

Tab H – Disaster Recovery Plan: The agency shall have and maintain a disaster recovery plan to protect the City's receivables and the confidentiality of the information contained therein. The agency shall propose an offsite storage location and plan for backing up data daily.

Tab I – Credit Card Services: The contractor shall be capable of accepting and processing credit card payments via telephone for Visa and MasterCard as a minimum requirement. The cost for this service must be included in the overall price quoted in the bidder's proposal.

Tab J – Management Report Requirements: By the 10th of each month, the contractor will provide a report of their paid accounts to the Finance Department. ***At least one sample of report must be included with proposal for review under this tab.*** The monthly reports shall include the information listed below.

1. The name of the debtor.
2. The City's account number.
3. The original amount owed.
4. The data submitted.
5. The amount paid within the prior month.
6. Uncollectible accounts, broken out on the report by reason (i.e., bankrupt, incarcerated, deceased, public assistance recipient, etc.).
7. If there was a change in name, identify the original name submitted by the City.

8. A grand total dollar amount submitted, collected and outstanding.
9. A grand total percentage collected annually and within the prior month.

Tab K – Cost Proposal: The agency shall provide all costs and fees associated with implementing and providing services as specified using Attachment B Fee Schedule.

Tab L – Addenda: The agency shall provide acknowledgement of all addenda issued to this RFP. If no addenda issued, the agency shall include a statement affirming such.

Tab M - Attachments

Attachment “A” is a Vendor Information Form.

Attachment “B” is a Compensation Fee Schedule to indicate in detail the compensation to be made to Contractor required under the contract.

Attachment “C” is the RFP Reference Form. This form must be completed and submitted with proposal.

Attachment “D” is a draft of a City contract as would normally be used in this procurement. Firms are not required to sign said contract at time of proposal submittal. A contract in final form will be forwarded to the successful contractor, for signature, prior to contract award. As part of the technical proposal, a contractor must review the terms and conditions and provide any exceptions. **NOTE: Any exceptions taken to the draft contract must be provided as an attachment to the proposal submittal.**

VII. PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a City of Madera Selection Committee (Committee). The Committee may be composed of City of Madera staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Madera Purchasing Division only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City of Madera requirements as set forth in this RFP.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored according to the table below. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	25
2	Qualifications & Experience	25
3	Scope of Services	25
4	Credentials and experience of firm or agency's management team assigned to the City's accounts.	20
5	Fee Schedule	5
Subtotal:		100

1. Completeness of Response (25 points)

- a. Responses to this RFP must be complete. Responses that do not include ALL Proposal Requirements identified within Section VI of this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete.

2. Qualifications & Experience (25 points)

- a. The firm or agency's specific experience and performance with government clients, preferably city or county, including percentage of collections. A minimum of five (5) is required.

3. Scope of Services (25 points)

- a. The firm or agency's general ability and experience in performing the work described including but not be limited to the firm or agency's level of performance under similar contracts including percentage of collections.

4. References (20 points)

- a. Credentials and experience of firm or agency's management team assigned to the City's accounts.

5. Fee Schedule (5 Points)

- a. Provide a fee schedule/pricing information for the services to be provided using Attachment B, Fee Schedule.

Proposals shall be valid for a minimum of 180 days following submission.

ATTACHMENT A

**VENDOR INFORMATION FORM
FOR**

RFP No. 202122-13 for Account Collection Services

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON-PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: _____

City of Madera Business License Number: _____

(If none, you must obtain a City of Madera Business License upon award of contract.)

City of Madera Business License Expiration Date: _____

ATTACHMENT B

FEE SCHEDULE

Firm shall indicate in detail in the space provided on this form their compensation fee schedule to include the type of structure and collection fees required under the contract.

SCHEDULE A, COLLECTION SERVICES - <u>City of Madera Utility Accounts</u>		
Accounts that pay before 30-day Letter Services expires:		Commission charged 0%
After 30 days expires:	Day 31 to Day 182 (6 months)	Commission charged __%
	Day 183 to Day 365 (1 year)	Commission charged __%
	Day 366 to Day 730 (2 years)	Commission charged __%
After 2 years expires:	If no activity from customer:	Cancel Back to City of Madera 0%
<p>Any account that comes back on active, current service with City of Madera, and as a condition of service; must pay referred account in full: that amount is cancelled back from credit bureau and ONLY charged 10% commission fee.</p> <p>In addition: The Vendor must be capable of sending and receiving updates electronically through a secure and encrypted connection at the vendor's expense.</p>		

SCHEDULE B, COLLECTION SERVICES – <u>City of Madera Miscellaneous Collection Accounts</u>		
Accounts that pay before 30-day Letter Services expires:		Commission charged 0%
After 30 days expires:	Day 31 to Day 182 (6 months)	Commission charged __%
	Day 183 to Day 365 (1 year)	Commission charged __%
	Day 366 to Day 730 (2 years)	Commission charged __%
After 2 years expires:	If no activity from customer:	Cancel Back to City of Madera 0%
<p>In addition: The Vendor must be capable of sending and receiving updates electronically through a secure and encrypted connection at the vendor's expense.</p>		

Additional Compensation: Please identify below any additional compensation/service fees:

SCHEDULE C, ADDITIONAL SERVICE FEES BASED ON PERCENTAGE FACTOR (specify):	
	Commission charged ____%
	Commission charged ____%
	Commission charged ____%
	Commission charged ____%
	Commission charged ____%

SCHEDULE D, ADDITIONAL SERVICE FEES NOT BASED ON PERCENTAGE FACTOR (specify):	
	\$
	\$
	\$
	\$
	\$

ATTACHMENT C
RFP REFERENCE FORM

AGENCY/COMPANY:	
CONTACT PERSON:	
EMAIL ADDRESS:	
PHONE NUMBER:	
ADDRESS:	
DATE SERVICES PROVIDED:	
SUMMARY OF SERVICES INCLUDED:	
AGENCY/COMPANY:	
CONTACT PERSON:	
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DATE SERVICES PROVIDED:	
SUMMARY OF SERVICES INCLUDED:	
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DATE SERVICES PROVIDED:	
SUMMARY OF SERVICES INCLUDED:	
AGENCY/COMPANY:	
CONTACT PERSON:	
EMAIL ADDRESS:	
PHONE NUMBER:	
ADDRESS:	
DATE SERVICES PROVIDED:	
SUMMARY OF SERVICES INCLUDED:	

ATTACHMENT D
SAMPLE PROFESSIONAL SERVICES AGREEMENT

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND

This Professional Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and NAME ("Service Provider"). This Agreement shall be effective on the date signed by City which shall occur after execution by Service Provider ("Effective Date").

RECITALS

- A. City has sought, by a Request for Proposals, to select a service provider to provide account collection services.
- B. Service provider submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a service provider and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.
- C. City has selected Service Provider to perform the requested Services on the basis of Service Provider's demonstrated competence and professional qualifications.
- D. City desires to retain Service Provider, and Service Provider desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Service Provider agree as follows:

AGREEMENT

1. **Scope of Services.** Service Provider shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. *[or detail the services in this section rather than in exhibit]*. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein.
1. **2. Commencement of Services; Term of Agreement.** Service Provider shall begin work after receipt of the Notice to Proceed. Service Provider shall there upon work diligently, through _____, 2024 and continuously provide all the required services and activities described herein. The term of the contract shall be for a two-year firm fixed price contract. CITY and SERVICE PROVIDER may, upon mutual agreement of both parties, extend this Agreement for up to three (3) additional one-year terms.

- (a) Continuity of Personnel. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors assigned to perform the Services under this Agreement. Service Provider shall notify City of any changes in Service Provider's staff and subcontractors assigned to perform the Services under this Agreement.
- (b) Additional Services. Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Service Provider shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Service Provider.
3. Compensation for Services. City shall compensate Service Provider for rendering the Services as follows:
- (a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference. *[And if applicable add: "Both parties agree that Service Provider's total compensation under this Agreement shall not exceed \$_____."]*
- (b) Each month Service Provider shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.
- (c) City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Service Provider of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.
- (d) Payment to Service Provider for work performed under this Agreement shall not be deemed to waive any defects in work performed by Service Provider.
4. Independent Contractor Status. Service Provider and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Service Provider's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Service Provider's

employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Service Provider or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Service Provider represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement. Service Provider represents that to the extent Service Provider utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Service Provider also expressly represents that both Service Provider and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Service Provider and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Service Provider shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Service Provider intends to utilize in Service Provider's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Service Provider shall only employ subcontractors pre-approved by City and in no event shall Service Provider replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Service Provider shall be liable to City for the performance of Service Provider's subcontractors.

7. Subcontractor Provisions. Service Provider shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Service Provider owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Service Provider; and (c) compliance with all laws and certifications as required under this Agreement.

8. Power to Act on Behalf of City. Service Provider shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Service Provider shall keep complete records showing the type of Services performed. Service Provider shall be responsible and shall require its subcontractors to

keep similar records. City shall be given reasonable access to the records of Service Provider and its subcontractors for inspection and audit purposes. Service Provider shall provide City with a working draft of all reports and a copy of all final reports prepared by Service Provider under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Service Provider or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Service Provider shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Service Provider shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Service Provider in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Service Provider shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Service Provider shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Service Provider shall not use City's name or insignia, photographs relating to the City projects for which Service Provider's services are rendered, or any publicity pertaining to the Service Provider's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Service Provider warrants that neither Service Provider nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Service Provider's performance of services under this Agreement. Service Provider covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Service Provider shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a

conflict of interest for purposes of this section. City understands and acknowledges that Service Provider will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Service Provider, or any successors in interest, in the event of a default or breach by City for any amount which may become due Service Provider or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Service Provider_s. This Agreement is non-exclusive with Service Provider. City reserves the right to employ other Service Providers in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Service Provider.

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

c. Compensation to Service Provider Upon Termination. In the event termination is not due to fault attributable to Service Provider and provided all other conditions for payment have been met, Service Provider shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Service Provider's compensation has not become due, Service Provider shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Service Provider's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Service Provider shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional

compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Service Provider in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Service Provider. Service Provider may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Service Provider shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Service Provider shall provide City with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Service Provider shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Service Provider's performance of its obligations under this agreement or out of the operations conducted by Service Provider, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Service Provider's performance of this agreement, the Service Provider shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

19. Compliance with All Laws. Service Provider shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

[following text added for federal funded agreements: Where the services provided pursuant to the Agreement are funded by a federal program, including but not limited to, Community Block Grant Funds, Service Provider certifies and agrees that Service Provider will be in:

- *Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees.)*

- *Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub grants or construction or repair).*
- *Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub grantees required by Federal grant program legislation.)*
- *Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)*
- *(e) Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to reporting.*
- *Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.*
- *Compliance with any awarding agency requirements and regulations pertaining to copyrights and rights in data.*
- *Compliance with access requirements imposed by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.*
- *Compliance with applicable requirements for the retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.*
- *Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations \$100,000.)*
- *Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 97-163, 89 Stat. 871.) [53 FR 8068.8067. Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]]*

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Service Provider without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Service Provider shall not assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Service Provider directly to Service Provider.

21. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: (ADD NAME)
City of Madera
205 W. Fourth
Madera, CA 93637
Email:

To Service Provider: NAME
ADDRESS
Email:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

22. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Service Provider, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Service Provider.

23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Service Provider in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Non-Discrimination. Service Provider shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Service Provider employees or applicants for employment. Service Provider shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement on the date(s) set forth below.

SERVICE PROVIDER NAME

CITY OF MADERA

By: _____
(ADD NAME & POSITION)

By: _____
Santos Garcia, Mayor

Date: _____

Date: _____

APPROVE AS TO FORM:

Hilda Cantú Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

EXHIBIT A

SCOPE OF SERVICES

SAMPLE

EXHIBIT B
SCHEDULE OF COMPENSATION

SAMPLE

EXHIBIT C INSURANCE

A. Insurance Requirements

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Service Provider shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Service Provider agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Service Provider's bid.

Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of

subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager

Timely Notice of Claims

Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.