



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 861-2013**

**WINNIPEG PUBLIC LIBRARY COLLECTION SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 WINNIPEG PUBLIC LIBRARY COLLECTION SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 18, 2014.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

- (a) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (b) all other matters which could in any way affect his/her Proposal or the performance of the Work.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

### **B4. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B17.1(a).

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Process:
    - (i) Proposed outline of processes that will be followed for collection including number of phone calls and letters, and proposed scheduling including submissions to credit bureaus; and
    - (ii) Proposed sample telephone scripts and sample collection letters in English and French
  - (d) Credentials:
    - (i) Resumes of all principles within the firm who shall be assigned to the library account; and
    - (ii) Minimum of three (3) references of library or government agencies of similar size and scope.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B7.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.6.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:  
The City of Winnipeg

Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

**B8. PROPOSAL**

B8.1 The Bidder shall complete Form A: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

**B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured by the type and count of new borrower accounts sent weekly by the library to the contractor.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. QUALIFICATION**

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required in strict accordance with the terms and provisions of the Contract; and
- B10.4 Further to E1.5, the Bidder shall provide, in his/her Proposal
- (a) Demonstrated proof, satisfactory to the Contract Administrator of the required software and hardware in place that will allow them to do the work:
- B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B11. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B11.1 Proposals will not be opened publicly.
- B11.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B11.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## **B12. NEGOTIATIONS**

B12.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Bid Submission.

B12.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Bids. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B12.3 If, in the course of negotiations pursuant to B12.2 or otherwise, the Bidder amends or modifies a Bid after the Submission Deadline, the City may consider the amended Bid as an alternative to the Bid already submitted without releasing the Bidder from the Bid as originally submitted. (All of B12 Added for Addendum 2).

## **B13. IRREVOCABLE OFFER**

B13.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B13.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B14. WITHDRAWAL OF OFFERS**

B14.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Proposal withdrawn.

B14.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

**B15. INTERVIEWS**

B15.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

**B16. NEGOTIATIONS**

B16.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B16.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B16.3 If, in the course of negotiations pursuant to B16.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

**B17. EVALUATION OF PROPOSALS**

B17.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
  - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10:
  - (i) mandatory qualifications (pass/fail);
- (c) Total Bid Price 40 pts ;
- (d) The process used for collection 30 pts ;
- (e) Credentials 30 pts .

B17.2 Further to B17.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B17.3 Further to B17.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.

B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.5 Further to B17.1(d) points will be assessed based on the process used for collection including:

- (a) sample letters and phone scripts,
- (b) the number of times the the borrower would be contacted by mail and/or by phone,
- (c) skip-tracing services; and
- (d) reporting of accounts to credit.

B17.6 Further to B17.1(e), points will be assessed based on the following:

- (a) credentials'

- (b) professional ability to achieve the Library's objectives to allow borrowers who have been sent to collections to once again use the services of the library with no ill will created.

B17.7 This Contract will be awarded as a whole.

B17.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a) and B17.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

**B18. AWARD OF CONTRACT**

B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B18.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Collection Services for the period of March 1, 2014 until February 28, 2015, with the option of two (2) mutually agreed upon three(3) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on the anniversary date of the Contract for the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 Further to D2.1, at the end of the Contract period all client accounts which are not being actively collected shall be closed and returned to the City user, and shall contain the current demographic information that the Contractor has on file.

(a) The Contractor may be requested to substantiate active collection on withheld files i.e. with a promise to pay or have made arrangements with the borrower.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2014.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

(a) " **borrower**" means a registered member of Winnipeg Public Library;

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Betty Parry

Administrative Coordinator Public Services and Collection Development

Telephone No. 204 986-5002

Facsimile No. 204 942-5671

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Bids Submissions must be submitted to the address in B7.8.

**D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

**D6. NOTICES**

D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204 949-1174

**SUBMISSIONS**

**D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

**D8. COMMENCEMENT**

D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D8.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D7;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

**D9. INVOICES**

D9.1 The Contractor shall submit monthly invoices for all borrower accounts received from the library for collection services to: to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D9.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed/borrower accounts received weekly;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D9.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D9.4 Bid Submissions must be submitted to the address in B7.8.

**D10. PAYMENT**

D10.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D10.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D11. WARRANTY**

D11.1 Warranty is as stated in C12

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following are applicable to the Work.
- E1.3 The Contractor shall contact library borrowers to encourage them to return library materials and/or pay all outstanding finds and fees
- (a) The primary need is the recovery (return) of library materials.
  - (b) The secondary need is the collection of outstanding fines/fees.
- E1.4 Library Membership information, fines, fees and notices is posted on the Library's website at <http://wpl.winnipeg.ca/library/pdfs/membershipguide.pdf>.
- E1.5 Pursuant to E3.9, the Library currently utilizes the following software and hardware:
- (i) SirsiDynix's Horizon ILS; and
  - (ii) the SirsiDynix Debt Collection module used by the library to send accounts and updates to the Contractor. Sample Debt Collect files are supplied in E4.
- E1.6 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### **E2. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- E2.1 Further to B4, information provided by the City of Winnipeg to the Contractor is provided solely for the purpose of conducting collection services on the City's behalf.
- E2.2 Information acquired by the Contractor during the course of the Work is confidential. The contractor is prohibited from releasing the information for any other purpose.
- E2.3 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- E2.4 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### **E3. SERVICES**

- E3.1 The Contractor shall provide Collection Services for the Winnipeg Public Library in accordance with the requirements hereinafter specified.

##### Library's Responsibility:

- E3.2 All payments shall be received from the borrower directly at the library in cash, cheque or debit/credit card, over the phone by credit card or via the library's online credit card payment option.
- E3.3 On a weekly basis, the Library shall electronically send new borrower accounts (accounts where the borrower owes the library between \$25.00 and \$39.99 or \$40.00 and over). These accounts may be owed in the form of overdue fines and fees and the value of items not returned which is the retail price for most items.

- E3.3.1 Dollar amounts submitted to the Contractor are subject to change
- E3.3.2 Overdue borrower accounts will be submitted for collection at forty-five (45) days overdue, approximately two (2) weeks after the last delinquency notice is sent to the borrower by the Library. The Library estimates that approximately 35 accounts owing between \$25.00 and \$39.99 are sent weekly for collection services and approximately 50 accounts owing over \$40.00 are sent weekly for collection services.
- E3.4 As payments are made to the library, information will be transmitted daily to the Contractor via an electronic file. (Sample file of updated borrower accounts: Section E4).
- E3.5 The Library shall provide borrower's name, address, and telephone number, date of birth, preferred language (English or French) and borrower account number for each account sent to the Contractor.
- (a) The Library will also provide the parent or guardian name when the borrower is under the age of eighteen (18).
  - (b) The Contractor shall only-contact the parent or guardian of borrowers who are under the age of eighteen (18).
- E3.6 The Library will provide borrower information in the format generated by the ILS in place at the time. The Contractor shall be required to utilize the information in the format provided by the ILS. The current ILS generates the information in an ASCII text file as shown in E4.

Contractor's responsibility:

- E3.7 The Contractor shall keep detailed records of the services supplied under the Contract including written documentation that details the value of materials returned, money received, charges waived and balance due, for each borrower. The Contractor shall also provide custom, adhoc reporting requested by the Library at no additional charge.
- E3.8 Prior to-start-up, the Contractor shall be required to coordinate a process (with the Library and its software vendor SirsiDynix ) to ensure accurate and timely transmission of data. This process shall be included as part of the Work.
- E3.9 The Contractor must provide secured access from the Library's staff network to the Contractor's network to enable Library staff to view patron account information, suspend accounts, reactivate accounts, generate paid in full letters on Contractor letterhead and create reports.
- E3.9.1 The Contractor shall provide an Acknowledgement Report on all electronically submitted accounts.
- E3.9.2 The Contractor shall accept automated data transfer and payment information from the Library's database in the file format generated by the Library's SirsiDynix Horizon ILS Debt Collect module.
- E3.9.3 The Contractor shall ensure that any future updates to the SirsiDynix software (or other ILS software that the Library may use) will not affect their ability to manipulate or use the data sent to them electronically by the Library.
- E3.10 The Contractor shall ensure the confidentiality, security and safety of all library borrower information entrusted to them.
- E3.11 The Contractor shall provide skip tracing services to locate borrowers with bad addresses. On a monthly basis the Contractor shall provide new addresses acquired to the library cross-referenced with borrower account numbers.
- E3.12 All letters to borrowers must list all branches of Winnipeg Public Library, including their address and phone number in order for borrowers to easily contact their closest Library branch.
- E3.13 All communication with borrowers must be in French when the borrower code indicates that French is the language of choice.

- E3.14 The Contractor shall submit accounts to credit bureaus and maintain them in an active status for as long as the governing law allows.

#### E4. SAMPLE DEBT COLLECT FILES

##### E4.1

```
# Horizon Debt Collect generated report - -
# Submit Report generated:29 Feb 2008 12:35:57 CST
# Borrowers: 6
===== 11111
name=SMITH, MARK
adr1=123 MAIN ST
adr2=
adr3=
adr4=
city_st=Winnipeg, Mb
zip=A1B 2C3
birth=04 Mar 1978
acct=11111
phone=123-4567
bphone=
totamt=145.93
duedate=02 Nov 2007
parent=
btype=a
ss=ENG
===== 222222
name=SMITH, JOHN H
adr1=1234 ASSINIBOINE AVE
adr2=
adr3=
adr4=
city_st=Winnipeg, Mb
zip=A1B 2C3
birth=14 Sep 1949
acct=222222
phone=
bphone=
totamt=120.90
duedate=01 Dec 2007
parent=
btype=a
ss=fre
===== 333333
name=SMITH, JOE G
adr1=12 345 PORTAGE AVE - MOVED
adr2=
adr3=
adr4=
city_st=Winnipeg, Mb
zip=A1B 2C3
birth=10 Jun 1960
acct=333333
phone=123-4657
bphone=
totamt=70.05
duedate=12 Sep 2007
parent=
btype=A
ss=eng
===== 444444
name=SMITH, JIM A.
adr1=123 DRIFTWOOD COVE.
```

adr3=  
adr4=  
city\_st=Winnipeg, Mb  
zip=A2B 3C4  
birth=29 Sep 1968  
acct=444444  
phone=204-345-6789  
bphone=  
totamt=124.85  
duedate=02 Dec 2007  
parent=  
btype=A  
ss=FRE  
===== 555555  
name=SMITH, KANDICE R  
adr1=456 SANDLER BLVD  
adr2=  
adr3=  
adr4=  
city\_st=Winnipeg, Mb  
zip=A3C 4D5  
birth=27 Dec 1987  
acct=555555  
phone=  
bphone=  
totamt=112.50  
duedate=29 Oct 2007  
parent=SMITH, JOSEPH  
btype=JV  
ss=ENG  
===== 66666  
name=JONES, JOHN JOSEPH  
adr1=321 MAIN ST.  
adr2=  
adr3=  
adr4=  
city\_st=Winnipeg, Mb  
zip=D3E 2F1  
birth=22 Mar 1979  
acct=66666  
phone=987-6543  
bphone=  
totamt=62.40  
duedate=23 Dec 2007  
parent=  
btype=AL  
ss=eng  
#### END