



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 891-2014**

**PROVISION OF COLLECTION AGENCY SERVICES FOR WINIPEG PARKING  
AUTHORITY**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF COLLECTION AGENCY SERVICES FOR WINIPEG PARKING AUTHORITY

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 5, 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.

### **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.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.7 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

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, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be 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) Business Plan and Recovery Work Plan, in accordance with B11.
- 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.
- B7.3.1 Bidders should submit one(1) unbound original (marked “original”) and four (4) copies.
- 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 as specified in the applicable Specifications.
- 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 to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- 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. BUSINESS PLAN AND RECOVERY WORK PLAN**

The Bidder shall provide the following information regarding their proposed business plan and recovery work plan. The bidder is asked to be as brief and direct as possible in replying to the required information:

**EXPECTED RECOVERY PERCENTAGES**

- B11.1 Further to Appendix A columns F to P, the bidder shall indicate their proposed expected recovery rate (in %) for the duration of the contract:
- (a) (column F) Unpaid fines, permits, invoices and fees less than 1 year:  
expected recovery rate: \_\_\_\_\_ %
  - (b) (column G) Unpaid fines, permits, invoices and fees between 1 and 2 years old  
expected recovery rate: \_\_\_\_\_ %
  - (c) (column H) Unpaid fines, permits, invoices and fees between 2 and 3 years old  
expected recovery rate: \_\_\_\_\_ %

- (d) (column I) Unpaid fines, permits, invoices and fees between 3 and 4 years old  
expected recovery rate: \_\_\_\_\_ %
- (e) (column J) Unpaid fines permits, invoices and fees between 4 and 5 years old :  
expected recovery rate: \_\_\_\_\_ %
- (f) (column K) Unpaid fines, permits, invoices and fees between 5 and 6 years old:  
expected recovery rate: \_\_\_\_\_ %
- (g) (column L) Unpaid fines, permits, invoices and fees between 6 and 7 years old:  
expected recovery rate: \_\_\_\_\_ %
- (h) (column M) Unpaid fines, permits, invoices and fees between 7 and 8 years old:  
expected recovery rate: \_\_\_\_\_ %
- (i) (column N) Unpaid fines, permits, invoices and fees between 8 and 9 years old  
expected recovery rate: \_\_\_\_\_ %
- (j) (column O) Unpaid fines, permits, invoices and fees between 9 and 10 years old:  
expected recovery rate: \_\_\_\_\_ %
- (k) (column P) Unpaid fines, permits, invoices and fees older than 10 years:  
expected recovery rate: \_\_\_\_\_ %

#### POLICY & PROCEDURE FOR THE WORK PLAN

- B11.2 The bidder shall outline their proposed work plan for the assigned accounts (noted in Appendix A, Column F to P):
- (a) the bidder shall include the work plan;
  - (b) the bidder shall include the proposed skip tracing program;
  - (c) the bidder shall include collection letters that would be utilized;
  - (d) the bidder shall describe under what circumstance an account would be closed.
- B11.3 The bidder shall be able to report collections to the credit bureaus TransUnion and Equifax. The bidder shall be able to **provide** the information on a per Customer (account) basis. For example, if one Customer (account) has multiple outstanding charges the total amount of all charges shall be reported to TransUnion and Equifax.
- B11.4 The bidder shall indicate their proposed handling of disputes and customer complaints.

#### FINANCIAL CONTROLS

- B11.5 The bidder shall indicate its process of collection of monies – to monies placed in trust account – to monies remitted – and statement cycle.
- B11.6 The bidder shall indicate their proposed financial handling procedures (including receipt, recording and depositing of payments).
- B11.7 The bidder shall indicate their acceptable forms of payment (eg – cash, cheques, money order, bank wires, western union, Visa, MasterCard, Interac, etc).
- B11.8 The Winnipeg Parking Authority requires that there will be annual audits of Trust Fund accounts held with the Contractor that relate to this Work. Further to E3.2(i), the bidder shall indicate what external auditor it would utilize for the audit of the Winnipeg Parking Authority trust accounts.

#### ORGANIZATION

- B11.9 The bidder shall indicate their corporate experience, including a description of work it has done which would be similar in nature and scope to this Bid Opportunity.
- B11.10 The bidder shall indicate if it will have a physical office and staff in Winnipeg for this contract.

- B11.11 The bidder shall indicate their primary service area.
- B11.12 The bidder shall indicate what percent of collections business this work represents for its organization?
- B11.13 The bidder shall indicate what percent of overall business this work represents for its organization?
- B11.14 The bidder shall indicate the names, education, experience, location and the role of each staff member that would be assigned to this account and have direct dealings with City users.
- B11.15 The bidder shall indicate multi-lingual capabilities for the organization that would pertain to the work of this contract.
- B11.16 The bidder shall provide resumes (including experience) of the management team and principal officers the bidder would assign to this account.

#### SECURITY AND TECHNOLOGICAL CAPABILITIES THAT SUPPORT THE BUSINESS AND WORK PLAN

The City is concerned about loss of information and access by unauthorized individuals. The bidder shall include a description of the collections system software, and overall environment, including:

- B11.17 The bidder shall briefly describe the computer application used to manage collections:
  - (a) is it internally developed?
  - (b) is it a purchased (possibly modified) proprietary commercial package?
  - (c) is it a standalone or server-based?
  - (d) is the application accessed via web browser or a dedicated installed client?
- B11.18 The bidder shall indicate what controls are in place to address compliance with legislative and industry requirements such as PIPEDA and PCI (Payment Card Industry).
- B11.19 The bidder shall indicate how firewall and/or proxy technologies are used to protect the collection system and data from unauthorized access via the internet, and internally by unauthorized users within the company.
- B11.20 The bidder shall indicate its network anti-virus and firewall protection initiatives.
- B11.21 The bidder shall describe the organization's email server and security.
- B11.22 The bidder shall indicate how they ensure the protection of electronic data in the event that the system must be accessed by third parties that provide support for the environment, and the bidder shall indicate which third parties might have access to its systems.
- B11.23 The bidder shall indicate its security for and location of electronic and physical files, including whether an established FTP site for file sharing and security is in place and would be utilized.
- B11.24 The bidder shall indicate its EDI capabilities, including the electronic file formats it would accept and the file format it would use to transmit back to the City.
- B11.25 The bidder shall indicate its monitoring protocol in place to protect system access, internally and externally, and shall indicate if the organization's network is managed real-time.
- B11.26 The bidder shall indicate its electronic systems back-up procedure, including disaster recovery protocol.
- B11.27 The bidder shall indicate its protocol for disposal of hard-copy information.
- B11.28 The bidder shall be able to accept files and send files in the format sent by the Winnipeg Parking Authority. Files are sent in Excel format and exact file layout can be found in Appendix B.

#### REPORTING

The bidder shall be fully computerized and be able to provide the User(s) with a monthly or bi-monthly performance reports, including monies collected and recovery percentages.

B11.29 The bidder shall describe its offered options with respect to providing performance reports.

B11.30 The bidder shall indicate if their proposed reporting system would be capable of flexible report generating.

B11.31 The bidder should outline reports, statements, forms, standard agreements, etc, that will be utilized.

## REFERENCES

B11.32 The bidder shall include a minimum of three (3) references that relate to prior experience as outlined in this Bid Opportunity.

- (a) Each reference shall include the name and address of the client as well as the name and telephone number of the individual who can be contacted for verification of services. No City of Winnipeg references will be accepted.

## **B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B12.1 Proposals will not be opened publicly.

B12.2 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/>

B12.3 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.

B12.4 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.

## **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) Lowest Total Commission Rate 50%;
- (d) Business Plan and Recovery Work Plan, pursuant to B10. 50%;
- (e) economic analysis of any approved alternative pursuant to B6;
- (f) costs to the City of administering multiple contracts.

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 Lowest Total Commission Rate shall be the sum of the bid Commission Rate (fees in %) for each item shown on Form B: Prices

B17.5 Further to B17.1(d), a maximum of 50 points total shall be assigned amongst the following:

Expected Recovery Percentages	B11.1 (a-k);
Policy & Procedure For The Work Plan	B11.2 – B11.4;
Financial Controls	B11.5 – B11.8;
Organization	B11.9 – B11.16;
Security And Technological Capabilities That Support The Business And Work Plan	B11.17 – B11.28;
Reporting	B11.29 – B11.31

B17.6 This Contract will be awarded as a whole.

B17.7 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 may 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 provision of Collection Agency Services for Winnipeg Parking Authority, from the period January 1, 2015 to December 31, 2015. Fines related to parking offense notices, and charges relating to collection of the fines are court ordered and have no statute of limitation, survive bankruptcy, and do not terminate otherwise.

D2.1.1 The City may elect to extend the contract for 5 mutually agreed upon 1-year extensions.

- (a) 3 months prior to the expiry date of the initial term of the contract, the City will provide written notice of its intention to extend, and fees for the additional year(s) shall be negotiated at that time.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 The user may request the Contractor to close any account during the contract period, for varying reasons, including but not limited to:

- (a) information that the debtor is deceased,;
- (b) debtor company is dissolved; or
- (c) if the City determines that an account has an active vehicle that can be placed under lien.

D2.2 Further to D6, at the end of the Contract period the Contractor shall close and return, all client accounts regardless of the status and all collected fees (and fees in trust account) shall be remitted to Winnipeg Parking Authority. Each closed and returned account shall contain the following information:

- (a) customer's name;
- (b) customers UID,
- (c) initial amount due,
- (d) payments collected, and
- (e) closing amount due,
- (f) any arrangements made with the account such as payment plans, paperwork proving these arrangements (for example, signed payment plan letter) and all other relevant information.

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.

D2.4 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.

D2.5 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) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) **"Collection Agency"** means a person other than a Collector who obtains or arranges for payment of money owing to another person, or who holds out to the public that he provides such as service or any person who sells or offers to sell forms or letters represented to be a collection system;
- (c) **"Collector"** means a person employed, appointed or authorized by a Collection Agency to solicit business or collect debts for an agency or to deal with or trade debtors for the agency;
- (d) **"Commission"** is the compensation payable by a creditor and earned by a receiver for services rendered in effecting collection of a commercial claim. It is normally contingent and computed as a percentage of the sum collected;
- (e) **"FIPPA"** means Manitoba Freedom of Information and Protection of Privacy Act,
- (f) **"PIPEDA"** means the Statute of Canada, Personal Information Protection and Electronic Documents Act, 2000.
- (g) **"Reassigned Account"** means an account that has previously been worked.
- (h) **"Customer (account)"** means an individual or a company and all unpaid fines, permits, invoices and fees associated with that individual or company.

### D4. CONTRACT ADMINISTRATOR

Karen Ayotte, CGA  
Manager of Finance and Administration  
Winnipeg Parking Authority  
495 Portage Ave, R3B 2E4  
  
(204) 986-2785  
(204) 986-5155

D4.1 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.

D4.2 Bids Submissions must be submitted to the address in B7.8.

### D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

## **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

## **D7. NOTICES**

D7.1 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**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 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.

### **D9. INSURANCE**

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) Employee Dishonesty Bond, or the equivalent third party insurance cover which includes third party employee dishonesty cover, in an amount of not less than one million dollars (\$1,000,000) covering all of the Contractors employees, agents, and subcontractors

involved in providing the services, for any direct loss of money or other property caused by the fraudulent or dishonest act, or acts, of the Contractor, Contractor's Employees, Agents or Subcontractors.

- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **CONTROL OF WORK**

### **D10. COMMENCEMENT**

- D10.1 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.
- D10.2 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 D8;
    - (ii) evidence of the insurance specified in D9;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

### **D11. ORDERS**

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **D12. RECORDS**

- D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s); and
  - (d) description and quantity of services provided.
- D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each month end, to be submitted within fifteen (15) Calendar Days of the month end, or at the request of the Contract Administrator.

### **D13. INVOICES**

- D13.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed 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)

D13.2 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;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 Bids Submissions must be submitted to the address in B7.8.

#### **D14. PAYMENT**

D14.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

*SPEC NOTE: Use the following only if you are paying invoices by Purchasing Card.*

#### **D15. PURCHASING CARD**

D15.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D15.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

#### **WARRANTY**

##### **D16. WARRANTY**

D16.1 Warranty is as stated in C12.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 The Contractor shall be a member of the credit bureau.
- E1.3 The Contractor shall comply with all Federal and Provincial regulations pertaining to the recovery of delinquent accounts, including:
- (a) FIPPA;
  - (b) PIPEDA;
  - (c) Canadian Privacy Act;
  - (d) Collection Agencies Act;
  - (e) Consumer Protection Act;
  - (f) Limitations of Actions Act.
- E1.4 The Contractor shall not utilize fax machines for sending sensitive documents.
- E1.5 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. BACKGROUND OF THE WORK**

- E2.1 Background is provided for the information of bidders.
- (a) The collection services contract involves outstanding parking citations, unpaid permits, invoices and other administrative fees for Customer account, which represents accounts assigned to an individual or company, and all unpaid fines, permits, invoices and fees associated with that individual or company.
- E2.2 An approximate history of collection activity during the last contract period is included in "Appendix A" which provides:
- (a) Approximate number, value and age of all outstanding fines and fees. Appendix A currently does not include any permits or invoice amounts, but may in the future.
- E2.3 Typically, Winnipeg Parking Authority submits accounts for collection services when an account has no active vehicle that can be placed under lien.

#### **E3. SERVICES**

- E3.1 The City shall supply the Contractor with available information to pursue the collection of accounts with parking fines, unpaid permits, invoices and other administrative fees. Further to Appendix A, the City's information to the Contractor will include the debtors' name, address and if possible, the telephone number and any other information available. Copies of invoices, account statements and/or parking offence notices may also be provided where required or available.
- E3.2 The Contractor shall provide Collection Agency Services for overdue City of Winnipeg accounts, in accordance with the requirements hereinafter specified
- (a) The Contractor shall ensure that a detailed record of all recovery activity for the user account is maintained, including gross and net figures.
  - (b) The Contractor shall provide customized reporting to accommodate the individual client account user requests, which may be requested bi-monthly, monthly, yearly, or contract aggregate.

- (c) The Contractor shall provide open exchange of information with users, to ensure that current and changing requirements are met.
- (d) The Contractor shall notify the user immediately if any change is made to the assigned staff.
- (e) The Contractor shall remit collected fees to Winnipeg Parking Authority on a weekly basis. Remittance shall also include a weekly statement of fees collected.
- (f) The Contractor shall remit all collected balances as a full amount **without** deducting their payment for the services provided. The Contractor shall invoice for their services on a weekly basis.
- (g) The Contractor shall reply to user requests for information within 24 hours, ensuring specific instructions are followed.
- (h) The Contractor shall recommend further action on a case-by-case basis.
- (i) The Contractor shall comply with spot auditing, which would be requested by the Contract Administrator.
  - (i) The spot audit may include any combination of client accounts for review, and may be a remote login spot audit. The spot audit would comprise a review of up to (but not limited to) 30 different collection files where payments have been made, and may require the Contractor to produce bank deposit statements, and confirm a record in the bidder's system.
- (j) The Contractor may be required to produce a yearly external audit statement for the Winnipeg Parking Authority trust account.

#### **E4. GENERAL USER CONTACT INFORMATION**

(1) Dept:	<b>Winnipeg Parking Authority (SOA)</b>
Branch:	Collection Services Contact: Brooke Usick (986-3446)
Age of Account When placed for collection:	Varying - determined when the account does not have active vehicle that can be placed under the lien
Type of Account:	accounts with parking fines, unpaid permits, invoices and other administrative fees
COW file format:	file on delinquent accounts submitted to Contractor in Excel
Contractor payment:	Contractor sends a statement and cheque to Winnipeg Parking Authority, Collection Services, weekly accompanied by a statement of the collected accounts.
Account Details:	once the file is submitted to the Contractor, it is worked indefinitely until the Contract terminates

<b>COLUMNS:</b>															
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>	<b>N</b>	<b>O</b>	<b>P</b>
Description	Accounts initial Set-up	Last Activity Date	Total # Accounts assigned to date	Total \$ of Accounts Assigned to date	Appx Value of unpaid fines less than 1 year old	Appx Value of unpaid fines bet. 1 – 2 years old	Appx Value of unpaid fines bet. 2 - 3 years old	Appx Value of unpaid fines bet. 3 - 4 years old	Appx Value of unpaid fines bet. 4 - 5 years old	Appx Value of unpaid fines bet. 5 – 6 years old	Appx Value of unpaid fines bet. 6 – 7 years old	Appx Value of unpaid fines 7 – 8 years old	Appx Value of unpaid fines bet. 8 – 9 years old	Appx Value of unpaid fines bet. 9 – 10 years old	Appx Value of unpaid fines over 10 years old
Winnipeg Parking Authority	1992/01/01	2014/09/11	21,231	\$6,121,034.09	\$6,800.00	\$63,575.00	\$165,193.25	\$269,942.46	\$315,053.23	\$333,358.50	\$401,266.16	\$361,483.38	\$289,210.75	\$351,210.75	\$3,563,274.97

CON_UID	TICKET_NUMBER	ISSUE_DATE	LOCATION	VIOLATION	VEHICLE_LICENCE	VEHICLE_MAKE	VEHICLE_MODEL	VIN_NUMBER	CUSTOMER_ LAST_NAME	CUSTOMER_ FIRST_NAME	DRIVER_LICENCE	ADDRESS	CON_AMOUNT_DUE	TRANSFER_AGENCY	TRANSFER_DATE
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CON_UID	TICKET_NUMBER	ISSUE_DATE	LOCATION	VIOLATION	VEHICLE_LICENCE	VEHICLE_MAKE	VEHICLE_MODEL	VIN_NUMBER	CUSTOMER_LAST_NAME	CUSTOMER_FIRST_NAME	DRIVER_LICENCE	ADDRESS	CON_AMOUNT_DUE	TRANSFER_AGENCY	TRANSFER_DATE	STATUS	AMOUNT PAID	BALANCE OWING	NEXT PAYMENT	NOTES
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