



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 528-2008**

**PROVISION OF COLLECTION AGENCY SERVICES FOR CONSUMER AND  
COMMERCIAL ACCOUNTS FOR THE CITY OF WINNIPEG**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF COLLECTION AGENCY SERVICES FOR CONSUMER AND COMMERCIAL ACCOUNTS FOR THE CITY OF WINNIPEG

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 5, 2009.

B2.2 Bids 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 Bid Opportunity, 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 Bid Opportunity 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 Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 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. ADDENDA**

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 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.

B4.2.1 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>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B5.6 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.
- B5.6.1 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 wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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 B14.
- B5.9 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;

- (b) Form B: Prices;
- (c) Business Plan and Recovery Work Plan, in accordance with B10.

**B6.2 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.**

- B6.3 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.4 All components of the Bid 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 Bid.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a)
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his 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 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B7.5 If a Bid 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 Bid and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

B8.1 The Bidder shall state a commission rate (fee) in percent (%) for each item of the Work identified on Form B: Prices.

B8.1.1 Notwithstanding C11.1.1, commission rate (fee) 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, and shown separately on invoicing to the user account.

B8.2 The dollar value listed on Form B: Prices are to be considered approximate only. The City will use said dollar values for the purpose of comparing Bids.

## **B9. QUALIFICATION**

B9.1 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.

B9.2 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 internet site at <http://www.winnipeg.ca/matmgmt/debar.stm>.

B9.3 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);

B9.4 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.

B9.5 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.

**B10. 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

B10.1 Further to Appendix A, columns I to O, the bidder shall indicate their proposed expected recovery rate (in %) for the duration of the contract:

- |  |                                 |
|--|---------------------------------|
| (a) forecasted first placement accounts (column I):            | expected recovery rate: _____ % |
| (b) re-assigned accounts less than 1 year (column J):          | expected recovery rate: _____ % |
| (c) re-assigned accounts between 1 and 2 years old (column K): | expected recovery rate: _____ % |
| (d) re-assigned accounts between 2 and 3 years old (column L): | expected recovery rate: _____ % |
| (e) re-assigned accounts between 3 and 4 years old (column M): | expected recovery rate: _____ % |
| (f) re-assigned accounts between 4 and 5 years old (column N): | expected recovery rate: _____ % |
| (g) re-assigned accounts between 5 and 6 years old (column O): | expected recovery rate: _____ % |

POLICY & PROCEDURE FOR THE WORK PLAN

B10.2 The bidder shall outline their proposed work plan for the first placement accounts (noted in Appendix A, Column I):

- (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.

B10.3 The bidder shall outline their proposed work plan for the re-assigned accounts (noted in Appendix A, Column J to O):

- (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.

B10.4 The bidder shall indicate if they have the ability to report collections to the credit bureaus TransUnion and Equifax.

B10.5 The bidder shall indicate their proposed handling of disputes and customer complaints.

FINANCIAL CONTROLS

B10.6 The bidder shall indicate its process of collection of monies – to monies placed in trust account – to monies remitted – and statement cycle.

- B10.7 The bidder shall indicate their proposed financial handling procedures (including receipt, recording and depositing of payments).
- B10.8 The bidder shall indicate their acceptable forms of payment (eg – cash, cheques, money order, bank wires, western union, Visa, MasterCard, Interac, etc).
- B10.9 Further to E4.2(i), the bidder shall indicate what external auditor it would utilize for the audit of the City of Winnipeg trust accounts.

#### ORGANIZATION

- B10.10 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.
- B10.11 The bidder shall indicate if it will have a physical office and staff in Winnipeg for this contract.
- B10.12 The bidder shall indicate their primary service area.
- B10.13 The bidder shall indicate what percent of collections business this work represents for its organization?
- B10.14 The bidder shall indicate what percent of overall business this work represents for its organization?
- B10.15 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.
- B10.16 The bidder shall indicate multi-lingual capabilities for the organization that would pertain to the work of this contract.
- B10.17 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:

- B10.18 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?
- B10.19 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).
- B10.20 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.
- B10.21 The bidder shall indicate its network anti-virus and firewall protection initiatives.
- B10.22 The bidder shall describe the organization's email server and security.
- B10.23 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.
- B10.24 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.



- B10.25 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.
- B10.26 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.
- B10.27 The bidder shall indicate its electronic systems back-up procedure, including disaster recovery protocol.
- B10.28 The bidder shall indicate its protocol for disposal of hard-copy information.

#### 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.

- B10.29 The bidder shall describe its offered options with respect to providing performance reports.
- B10.30 The bidder shall indicate if their proposed reporting system would be capable of flexible report generating.
- B10.31 The bidder should outline reports, statements, forms, standard agreements, etc, that will be utilized.

#### REFERENCES

- B10.32 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.

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

- B11.1 Bids will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) 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 internet site at <http://www.winnipeg.ca/matmgt>.
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) 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 internet site at <http://www.winnipeg.ca/matmgt>.
- B11.4 The Bidder is advised that any information contained in any Bid 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. IRREVOCABLE BID**

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

### **B13. WITHDRAWAL OF BIDS**

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 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.

### **B14. EVALUATION OF BIDS**

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (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 B5;
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Lowest Total Commission Rate shall be the sum of the bid Commission Rates (fees) for each item shown on Form B: Prices.
- B14.5 Further to B14.1(d), a maximum of 50 points total shall be assigned amongst the following:
- |   |                  |
|---|------------------|
| Expected Recovery Percentages   | B10.1(a-g);      |
| Policy & Procedure For The Work Plan  | B10.2 – B10.5;   |
| Financial Controls  | B10.6 – B10.8;   |
| Organization  | B10.9 – B10.13;  |
| Security And Technological Capabilities That Support The Business And Work Plan | B10.14 – B10.24; |
| Reporting   | B10.25 – B10.27. |

B14.6 This Contract will be awarded as a whole.

**B15. AWARD OF CONTRACT**

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 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 Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, 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 Bid 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.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B14.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract Documents, as defined in C1.1(n), 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 internet site at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm) .
- C0.2 A reference in the Bid Opportunity 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 Consumer and Commercial Accounts for the City of Winnipeg, from the period of Date of Award to a period of 24 months.

D2.1.1 The City may elect to extend the contract for a mutually agreed upon one (1) three-year extension.

- (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.

D2.2 Further to E2.3, 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 debtor.

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.

- (a) Further to C17. and C18. of the General Conditions for the Supply of Services, poor liquidation of recoveries may be pursued.

D2.3.2 The user may request the Contractor to close any account during the contract period, for varying reasons, including but not limited to information that the debtor is deceased, the debtor is bankrupt, or the Limitations of Actions Act applies to the account.

D2.3.3 Notwithstanding C7.4, 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, 2009.

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 Bid Opportunity:

- (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) “**First Placement Account**” means an account that has not been previously placed with another agency.
- (h) “**Reassigned Account**” means an account that has previously been worked.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Rachel Eccles, C.P.P.  
Contract Officer  
Materials Management Division  
185 King Street, Main Floor, R3B 1J1

Telephone No. (204) 986-2451  
Facsimile No. (204) 949-1178

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.

#### **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 employ.

D5.2 Before commencement of Work, the Contractor shall identify his 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. 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 address or facsimile number:

The City of Winnipeg  
Chief Financial Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9

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. INSURANCE**

D8.1 The Contractor shall provide and maintain the following insurance coverage:

D8.2 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, contractual 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;

D8.3 Deductibles shall be borne by the Contractor.

D8.4 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 but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.5 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.

D8.6 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**

### **D9. COMMENCEMENT**

D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2 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.

**D10. ORDERS**

D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

**D11. RECORDS**

D11.1 Further to E4.2(b), the Contractor shall keep detailed records of the services supplied under the Contract.

**MEASUREMENT AND PAYMENT**

**D12. INVOICES**

D12.1 Further to C11, the Contractor shall submit payment for the monies collected in accordance with E4.2(f).

**WARRANTY**

**D13. WARRANTY**

D13.1 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 Contractor shall be licensed, bonded and insured to operate in all Canadian provinces and territories.
- E1.3 The Contractor shall be a member of the credit bureau.
- E1.4 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.
- E1.5 The Contractor shall not utilize fax machines for sending sensitive documents.
- 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 B5.

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

- E2.1 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. BACKGROUND OF THE WORK**

- E3.1 Background is provided for the information of bidders.
- E3.2 The collection services contract involves consumer and commercial collections. Consumer accounts represent accounts assigned to a person and commercial accounts represent accounts assigned to a business.
- E3.3 An approximate history of collection activity during the last contract period is included in "Appendix A" which provides:
  - (a) what forecasted first placement totals for the year 2009 may approximate;

- (b) approximate number, value, and age of reassigned accounts available for the new contract period.

E3.4 Typically, City of Winnipeg users submit accounts for collection services at between 45 to 90 days old.

#### **E4. SERVICES**

E4.1 The City shall supply the Contractor with available information to pursue the collection of (consumer and commercial) delinquent 1<sup>st</sup> placement accounts and re-assigned accounts. 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 may also be provided where required or available.

E4.2 The Contractor shall provide Collection Agency Services for overdue City of Winnipeg accounts, in accordance with the requirements hereinafter specified.

- (a) The Contractor shall open a client account for each user department.
- (b) The Contractor shall ensure that a detailed record of all recovery activity for the user account is maintained, including gross and net figures.
- (c) 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.
- (d) The Contractor shall provide open exchange of information with users, to ensure that current and changing requirements are met.
- (e) The Contractor shall notify the user immediately if any change is made to the assigned staff.
- (f) The Contractor shall remit collected fees to the authorized contact person for the user account, on a bi-monthly or monthly basis, whichever remittance pattern is requested by the user. Remittance shall also include a monthly statement of fees collected.
- (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, including proceeding with litigation.
- (i) The Contractor shall comply with spot auditing, which would be requested by a client account user or 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 City of Winnipeg trust account.

## E5. GENERAL USER CONTACT INFORMATION

- (1) **Dept:** **Water & Waste Department**
- Branch: Water Services
- Age of Account when placed for collection: 45 days  
initial bill / then 30 days later: past due / then 15 days later: 45 day notice
- Type of Account: consumer and commercial delinquent water bills
- COW file format: file on delinquent accounts submitted to Contractor in Excel
- Contractor payment: Contractor sends a statement and cheque to Water appx 1 times a month (with a statement of the collected accounts)
- Account Details: once the file is submitted to Contractor they work it indefinitely
- 
- (2) **Dept:** **Community Services**
- Branch: Finance
- Age of Account when placed for collection: 90 day  
initial bill / then 30 days later: past due / then 15 days later: 45 day notice
- Type of Account: consumer and commercial delinquent ice users (rental of rinks) field users civic owned land for sporting activities and aquatics (rental of water time at pools) HR related pension collections
- COW file format: individual submission of delinquent account (as it occurs) submitted to Contractor in Word document via fax
- Contractor payment: Contractor sends a statement and cheque to Community services (with a statement of the collected accounts)
- Account Details: once the file is submitted to Contractor they work it indefinitely

## GENERAL USER CONTACT INFORMATION CONT'D

- (3) **Dept:** **Fire Paramedic Service**
- Branch:
- Age of Account when placed for collection: 60 days  
(Initial bill / then 30 days later: past due / then 30 days later:final notice / then collections)
- Type of Account: consumer = delinquent ambulance bills / commercial = delinquent reinspection fees
- COW file format: file of delinquent accounts submitted to Contractor in Excel
- Contractor payment: Contractor sends a statement and cheque to Fire appx 2 times a month (with a statement of the collected accounts)
- Account Details: once the file is submitted to Contractor they work it indefinitely
- 
- (4) **Dept:** **Transit Department**
- Branch: Finance and Administration
- Age of Account when placed for collection: 90 days  
(billed within 2-3 days of charter / 1<sup>st</sup> notice within 30 days inv date / 2<sup>nd</sup> notice 60 days from inv date / to collections at 90 days)
- Type of Account: Transit Bus Charters (eg children's festival – soccer teams etc)  
The charter cus may be from another province & Transit might bill Ontario or another province)
- COW file format: Fax Contractor a cover sheet and all documentation regarding the delinquent account to the Contractor
- Contractor payment: Contractor sends a statement and cheque to Transit appx 2 times a month (with a statement of the collected accounts)
- Account Details: once the file is submitted to Contractor they work it indefinitely

**E6. APPENDIX A**

<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>Description</b>	<b>Accounts initial Set-up</b>	<b>Activity Against Accounts Last Assigned</b>	<b>Total # Accounts assigned to date</b>	<b>Total \$ of Accounts Assigned to date</b>	<b>Total # of Accounts Collected</b>	<b>Total \$ of Accounts Collected</b>	<b>Total \$ of Accounts that remain to be collected</b>	<b>\$ Value Forecasted First Placement Accounts 2009</b>	<b>#/Value of reassigned accounts less than 1 year old</b>	<b>#/Value of reassigned accounts bet. 1 – 2 years old</b>	<b>#/Value of reassigned accounts bet. 2 - 3 years old</b>	<b>#/Value of reassigned accounts bet. 3 - 4 years old</b>	<b>#/Value of reassigned accounts bet. 4 - 5 years old</b>	<b>#/Value of reassigned accounts bet. 5 – 6 years old</b>	
Water & Waste Dept Water Services Commercial (Business)	2003/10/20	2008/09/26	232	\$104,886.47	25	\$18,509.34	\$81,859.30		16	26	33	56	50	10	
									\$4,727.00	\$4,634.55	\$2,003.27	\$9,541.60	\$26,393.57	\$34,444.59	\$4,841.72
Water & Waste Dept. Water Services Consumer (Individual)	2003/10/20	2008/09/26	3,711	\$ 859,664.48	514	\$115,007.63	\$701,052.80		182	269	758	990	804	117	
									\$18,000.00	\$17,884.30	\$26,747.31	\$116,336.85	\$285,069.73	\$226,530.79	\$28,483.82
Water & Waste Landfill & Solid Waste Commercial (Business)	2005/11/23	2007/03/30	10	\$15,455.38	3	\$ 5,074.48	\$10,380.90		0	0	0	7	0	0	
									\$0	\$0.00	\$0.00	\$0.00	\$10,380.90	\$0.00	\$0.00
Community Service Commercial (Business)	2004/07/07	2008/11/21	7	\$ 8,555.83	2	\$ 833.39	\$5,952.99		2	0	0	0	2	0	
									\$5,719.00	\$5,606.86	\$0.00	\$0.00	\$0.00	\$346.13	\$0.00
Community Service Consumer (Individual)	2004/07/07	2008/11/21	9	\$26,071.54	1	\$130.00	\$ 23,932.76		4	0	3	0	0	0	
									\$15,454.00	\$15,151.08	\$0.00	\$8,781.68	\$0.00	\$0.00	\$0.00

COLUMNS:															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Description	Accounts initial Set-up	Activity Against Accounts Last Assigned	Total # Accounts assigned to date	Total \$ of Accounts Assigned to date	Total # of Accounts Collected	Total \$ of Accounts Collected	Total \$ of Accounts that remain to be collected	\$ Value Forecasted First Placement Accounts 2009	# of reassigned accounts less than 1 year old	# of reassigned accounts bet. 1 – 2 years old	# of reassigned accounts bet. 2 - 3 years old	# of reassigned accounts bet. 3 - 4 years old	# of reassigned accounts bet. 4 - 5 years old	# of reassigned accounts bet. 5 – 6 years old	
Transit Dept. Commercial (Business)	2004/03/18	2007/09/26	7	\$ 8,586.47	5	\$ 7,796.14	\$ 624.48		0	0	0	0	1	0	
									\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$624.48	\$0.00
Transit Dept. Consumer (Individual)	2004/03/18	2007/04/10	3	\$1416.33	1	\$1,225.96	\$190.37		0	0	1	0	0	0	
									\$0	\$0.00	\$0.00	\$190.37	\$0.00	\$0.00	\$0.00
Fire Paramedic Services Re-Inspection Commercial (Business)	2006/10/03	2008/08/29	149	\$36,330.00	14	\$ 1,312.35	\$35,017.65		18	42	75	0	0	0	
									\$2,841.00	\$2,785.75	\$23,247.65	\$8,984.25	\$0.00	\$0.00	\$0.00
Fire Paramedic Services Re-Inspection Consumer (Individual)	2006/10/03	2008/08/29	142	\$15,064.99	21	\$2,549.39	\$11,839.50		23	29	62	0	0	0	
									\$2,532.00	\$2,482.00	\$3,524.50	\$5,833.00	\$0.00	\$0.00	\$0.00
Fire Paramedic Services-Ambulance Commercial (Business)	2003/10/20	2007/07/09	6	\$1,590.00	5	\$1,315.00	\$275.00		0	1	0	0	0	0	
									\$0	\$0.00	\$275.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire Paramedic Services Ambulance Consumer (Individual)	2003/10/20	2008/08/29	21,519	\$5,616,803.20	4,446	\$1,182,702.87	\$4,207,449.18		1416	2230	1911	7158	2873	401	
									\$392,546.00	\$384,848.68	\$602,539.40	\$511,907.08	\$1,899,814.94	\$719,081.60	\$89,257.48

Ttl Appx First	Ttl Less than 1yr	Ttl bet 1-2yrs	Ttl bet 2-3yrs	Ttl bet 3-4 yrs	Ttl bet 4-5yrs	Ttl bet 5-6yrs
\$442,061.00	\$433,393.22	\$658,337.13	\$661,574.83	\$2,221,659.14	\$981,027.59	\$122,583.02