



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 632-2007**

**WINNIPEG PUBLIC LIBRARY COLLECTION SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 WINNIPEG PUBLIC LIBRARY COLLECTION SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 27, 2008.

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. CONFIDENTIALITY**

B3.1 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.

B3.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B3.3 The Contractor will ensure that any confidential information which is provided to the Contractor by the City or acquired by the Contractor during the course of the work must remain in Canada unless its removal is expressly permitted in writing by the City.

### **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 Request for Proposal, 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch 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 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

### **B5. SUBSTITUTES**

B5.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

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 B13.

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.

## **B6. PROPOSAL SUBMISSION**

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal;
- (b) Form B: Prices;
- (c) Process:
  - (i) An outline of processes that will be followed for collection including number of phone calls and letters and their scheduling, including submissions to credit bureaus; and
  - (ii) Sample telephone scripts and sample collection letters to borrowers in English and French;
- (d) Credentials:
  - (i) Resumes of all principles within the firm who will be committed to the library; and
  - (ii) Minimum of three (3) references of library or government agencies of similar size and scope.

B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.

- B6.3 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.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.6 The Proposal shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B6.6.1 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.
- B6.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.8 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B7. PROPOSAL**

- B7.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B7.2 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 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 Proposal 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: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B7.4 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 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: Proposal shall be printed below such signatures.

B7.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.

B7.5 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.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each new Borrower account .

B8.2 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, and will be measured by new borrower accounts sent weekly by the library to the Contractor.

B8.2.1 Notwithstanding C11.1.1 and C11.1.2, 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. 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

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 provide, in his Proposal:

- (a) Demonstrated proof, satisfactory to the Contract Administrator of the required software and hardware in place that will allow them to work with:
  - (i) SirsiDynix's Horizon ILS; and
  - (ii) the Debt Collect module the library uses.

B9.5 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.

B9.6 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.

## **B10. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B10.1 Proposals will not be opened publicly.
- B10.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B10.3 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.
- B10.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

## **B11. IRREVOCABLE OFFER**

- B11.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B11.2 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.

## **B12. WITHDRAWAL OF OFFERS**

- B12.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 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.
- B12.1.2 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.
- B12.1.3 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 B12.1.3(b), declare the Proposal withdrawn.
- B12.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B11.2 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, including the right to retain the Bidder's bid security.

## **B13. INTERVIEWS**

- B13.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

**B14. NEGOTIATIONS**

- B14.1 The City reserves the right to negotiate details of the Contract with Bidders.
- B14.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal; the City will not necessarily pursue negotiations with any Bidder.
- B14.3 If, in the course of negotiations pursuant to B14.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

**B15. EVALUATION OF PROPOSALS**

- B15.1 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:
    - (i) mandatory requirements (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9:
    - (i) mandatory qualifications (pass/fail);
  - (c) Bid Price per borrower account .....(40%);
  - (d) The process used for collection.....(30%)
  - (e) Credentials.....(30%)
- B15.2 Further to B15.1(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.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(c), the cost per borrower account will be based on the actual cost as well as the number of times the Bidder proposes to contact the borrower by mail and/or by phone, skip-tracing services as required and reporting of accounts to credit bureaus as required.
- B15.5 Further to B15.1(d); the process will be evaluated on the basis of the information required to be submitted demonstrating a thorough, professional ability to achieve the Library's objectives.
- B15.6 Further to B15.1(e); credentials will be evaluated on the information required to be submitted demonstrating the best choice for the City.
- B15.7 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B15.1(a) and B15.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B15.8 This Contract will be awarded as a whole.

**B16. AWARD OF CONTRACT**

- B16.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B16.2 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.
  - B16.2.1 Without limiting the generality of B16.2, 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.

B16.3 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.

B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

## **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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of Collection Services for the period of September 1, 2008 to August 31, 2011 with an option to renew annually for 2 more years.

D2.2 The major components of the Work are to contact borrowers to encourage them to return library materials and/or pay all outstanding fines and fees.

(a) The Winnipeg Public Library's primary need is to recover library materials.

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

(a) The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator.

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, 2008.

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. BACKGROUND**

D3.1 The Library Services Division of the Community Services Department of the City of Winnipeg consists of 20 branches, including Millennium Library;

D3.2 The number of new borrower accounts owing over \$50.00 in 2007 was 2588, approximately 50 new accounts weekly.

#### **D4. DEFINITIONS**

D4.1 When used in this Request for Proposal:

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

#### **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Betty Parry  
Administrative Coordinator Support Services (Public),  
Library Services Division, Community Services Department  
251 Donald Street, Winnipeg, MB R3C 3P5

Telephone No. (204) 986-5002  
Facsimile No. (204) 942-5672

- D5.2 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.
- D5.3 Before commencement of Work, The Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

## **D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D6.2 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.
- D6.3 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.
- D6.4 The Contractor will ensure that any confidential Information which is provided to the Contractor by the City or acquired by the Contractor during the course of the work must remain in Canada unless its removal is expressly permitted in writing by the City.

## **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:
- (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) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 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.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator for multi-year contracts.

## **D9. SECURITY CLEARANCE**

- D9.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D9.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
- (a) Form P-612 Check the following boxes: Employment – Sensitive Position of Trust; and Other by inputting the proposal Number in the space provided. This form can be found on the website at:  
[www.winnipeg.ca/police/BPR/forms/Criminal\\_Record\\_Check\\_P612.doc](http://www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc)
  - (b) Form P-249 (Form 1 – Consent) can be found on the website at:  
[http://www.winnipeg.ca/police/BPR/forms/P-249\\_ConsentCrimRecordCheck.pdf](http://www.winnipeg.ca/police/BPR/forms/P-249_ConsentCrimRecordCheck.pdf)
  - (c) Two (2) pieces of identification as stated in Bureau of Police Records on the website at:  
[www.winnipeg.ca/police/BPR/id.stm](http://www.winnipeg.ca/police/BPR/id.stm)
  - (d) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:  
[www.winnipeg.ca/police/BPR/fees.stm](http://www.winnipeg.ca/police/BPR/fees.stm)
- D9.2.1 The original Criminal Record Search Certificate (Form P–253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P–253) to the Contract Administrator.
- D9.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- D9.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D9.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D9.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

## **SCHEDULE OF WORK**

### **D10. COMMENCEMENT**

- D10.1 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.
- 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 the workers compensation coverage specified in C6.14;
    - (ii) evidence of the insurance specified in D8;
    - (iii) the security clearances specified in D2.

## **MEASUREMENT AND PAYMENT**

### **D11. PAYMENT**

D11.1 Further to C11, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D12. PAYMENT SCHEDULE**

D12.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **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 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. SERVICES**

- E2.1 The Contractor shall provide Collection Services for the Winnipeg Public Library in accordance with the requirements hereinafter specified.
- E2.2 The Library will send electronically on a weekly basis to the Contractor new borrower accounts where the borrower owes the library more than \$50.00 (subject to change) in fines, fees and the value of the items not returned which is the list price for most items (Sample file of new borrower accounts: Appendix A). As payments are made to the library, this information will be transmitted daily to the Contractor via an electronic file. (Sample file of updated borrower accounts: Appendix B)
- E2.3 The Contractor shall accept automated data transfer and payment information from the library's database in the file format generated by the library's system.
- E2.4 The Contractor will work, at no cost to the library, with the library and its software vendor SirsiDynix to ensure accurate and timely transmission of data. The Contractor shall provide an Acknowledgement Report on all electronically submitted accounts.
- E2.5 The Contractor will ensure that any future updates to the SirsiDynix software will not affect their ability to manipulate or use the data sent to them electronically.
- E2.6 The Contractor shall ensure the confidentiality, security and safety of all library borrower information entrusted to them.
- E2.7 The Contractor shall maintain accurate records of any collection transactions received, including, but not limited to, cash, money orders, credit cards and cheques.
  - (a) These payments must be transmitted in full to the library within one business day.
  - (b) It is anticipated however, that most payments will be made directly to the library.
- E2.8 The Contractor shall provide written documentation for borrower account numbers corresponding to payments on all payment transactions; in addition, appropriate mechanisms for verifying and tracking all payments received shall be forwarded to the library.
- E2.9 The Contractor shall keep detailed records of the services supplied under the Contract including written documentation that detail for each borrower the value of materials returned, money received, charges waived and balance due. The Contractor shall also provide custom, adhoc reporting requested by the library at no additional charge.
- E2.10 The Contractor shall provide the Contract Administrator with a copy of the records for each month within ten (10) Calendar Days of the end of that month.
- E2.11 The Contractor shall submit accounts to credit bureaus and maintain them in an active status for as long as the governing law allows or until the contract expires with the library.
- E2.12 The Contractor shall provide skip tracing services to locate borrowers with bad addresses. On a monthly basis the Contractor shall provide new addresses acquired to the library cross-referenced with borrower account numbers.
- E2.13 The library will provide borrower's name, address, and telephone number, date of birth, preferred language (English or French) and borrower account number.

- (a) The library will also provide the parent or guardian name when the borrower is under the age of eighteen (18).
- (b) The Contractor will contact only the parent or guardian of borrowers under the age of eighteen (18).

- E2.14 All letters to borrowers must list all branches of Winnipeg Public Library, including their address and phone number in order for borrowers to easily contact their closest library branch.
- E2.15 Contractor must provide secured access from the Library's staff network to the Contractor's network to easily be able to view patron account information, suspend accounts, reactivate accounts, generate paid in full letters on contractor letterhead and create reports.
- E2.16 All communication must be in French when the borrower code indicates that French is the language of choice.
- E2.17 Overdue borrower accounts will be submitted for collection at forty-five (45) days overdue, approximately two weeks after the last delinquency notice is sent. The City estimates that approximately fifty (50) accounts will be submitted for collection each week.
- E2.18 The library will provide borrower information in the format generated by the SirsiDynix system which is currently ASCII text files.

### E3. OVERDUE COLLECTION PROCESS

E3.1 The chart below lists library fees and fines and the types of items that the library lends and the overdue charges assessed:

Item	Loan Period	Requests Allowed	Renewals	Daily Fine	Maximum Fine	Fees
Books	3 weeks	Yes	5	Adults \$0.35 YA \$0.15 Children \$0.15	Adults \$11.00 YA \$4.50 Children \$4.50	Adult DVDs & videos \$1.10 + GST
Paperbacks	3 weeks	No	5	Adults \$0.35 YA \$0.15 Children \$0.15	Adults \$11.00 YA \$4.50 Children \$4.50	Requested item not picked up \$1.15
Magazines	3 weeks	No	0	Adults \$0.35 YA \$0.15 Children \$0.15	Adults \$7.00 YA \$3.00 Children \$3.00	Missed computer booking \$1.00
CDs, Cassettes, Kits	3 weeks	Yes	5	Adults \$0.35 YA \$0.15 Children \$0.15	Adults \$11.00 YA \$4.50 Children \$4.50	Card replacement \$4.00
Express Bestsellers	7 days	No	0	\$2.00	\$18.00	Lost item processing \$5.00
Book Club Kits	60 days	Yes	0	\$2.00	\$18.00	NSF cheque \$25.00
DVDs, Videos	7 days	Yes	2	Adults \$0.35* Children \$0.15*	Adults \$11.00* Children \$4.50*	Photocopies \$0.15/page
CD-ROMs	3 weeks	Yes	2	Adults \$0.35* Children \$0.15*	Adults \$11.00* Children \$4.50*	Computer printouts \$0.15/page
Parent Packs	1 week	No	2	\$0.15	\$4.50	Colour photocopies* \$1.60/page
Toys	3 weeks	No	0	\$0.15	\$4.50	Microform printing* \$0.35/page

*\*where available*

YA = Young Adults

- E3.2 When materials are borrowed, the library does the following:
  - (a) Email pre-overdue notices three (3) days in advance to borrowers who have requested email notification



- (b) Use an automated telephone system to phone borrowers or send an email to them at three (3) days and fourteen (14) days overdue for 7-day-loan items and at seven (7) days and twenty-one (21) days overdue for 21-day-loan items
- (c) A final billing notice (which is a paper notice for borrowers notified by phone and an email notice for borrowers preferring email) is sent at thirty (30) days overdue on accounts owing \$25.00 and over which states that their account may be sent to a collection agency and a fee of \$10.00 (under review) may be charged to them if they do not contact the library within fourteen (14) days.
- (d) The borrower may not borrow or renew materials when they owe \$10.00 or over. The library will work with borrowers to set up payment plans and allow them to borrow two (2) items only at one time when they make their payments. The library accepts payment by cash, cheque, debit and credit card in person or by telephone for credit card payments.

#### **E4. SAMPLE DEBT COLLECT FILES**

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

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

```
# Horizon Debt Collect generated report - -
# Update Report generated:29 Feb 2008 12:14:53 CST
# Borrowers: 4
===== 777777
name=SMITH, BERT Y
acct=777777
totamt=22.22
addamt=0.00
rtnamt=0.00
waivamt=0.00
paidamt=-20.00
===== 88888
name=JONES MARK A R
acct=88888
totamt=239.69
addamt=0.00
rtnamt=0.00
waivamt=0.00
paidamt=-10.00
===== 999999
name=SMITH, JAMES B. L.
acct=999999
totamt=51.85
addamt=0.70
rtnamt=0.00
waivamt=0.00
paidamt=0.00
===== 111111
name=JONE, MIKE L
acct=111111
totamt=179.21
addamt=9.00
rtnamt=-44.48
waivamt=-10.00
paidamt=0.00
#### END
```