



# 331-2019 ADDENDUM 1

## REQUEST FOR PROPOSAL FOR MOBILE PAYMENT TECHNOLOGY SERVICES

### URGENT

**PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS  
IN POSSESSION OF THE REQUEST FOR PROPOSAL**

ISSUED: March 26, 2019  
BY: Donna Olson  
TELEPHONE NO. 204 - 986-2185

**THIS ADDENDUM SHALL BE INCORPORATED  
INTO THE REQUEST FOR PROPOSAL AND  
SHALL FORM A PART OF THE CONTRACT  
DOCUMENTS**

Template Version: Ar20160708

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**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Proposal may render your Proposal non-responsive.**

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### PART A – PROPOSAL SUBMISSION

Replace: 331-2019\_Form N with 331-2019\_Addendum 1\_Form N (R1). The following is a summary of changes incorporated in the replacement Proposal Submission:

Form N: Mandatory Requirements

#### **Proposal Instructions**

Revise: 1 to read

- 1. For each Mandatory requirement, provide a Y (Yes) or N (No), indicating whether your solution can meet the requirement. Y indicates that the solution you are proposing will meet the requirements listed in the requirement statement. N indicates that the solution you are proposing will not meet the requirements. The Proponents are advised that an N (No) response for a Mandatory requirement shall result in the Proposal being non responsive.**

Form N: Non-Mandatory Requirements

Add: NM11

### PART B – BIDDING PROCEDURES

Add: B25.4

B25.4 Notwithstanding the foregoing, the following provisions of the RFP and resulting Contract are non-negotiable: D3, D6, D11, Part E: Specifications, and the Mandatory Requirements of Form N. The Award Authority shall reject a Proposal as non-responsive if the Proposal is incomplete, obscure, or conditional, or contains any additions, deletions, alterations, or other irregularities, with respect to the above non-negotiable provisions.

### PART D – SUPPLEMENTAL CONDITIONS

Replace: D3

### **D3. SCOPE OF SERVICES**

- D3.1 The Work to be done under the Contract shall consist of mobile payment technology services for the period from August 1, 2019 until July 31, 2024, with the option of five (5) mutually agreed upon five (5) year extensions.
- D3.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D3.1.2 Changes resulting from such negotiations shall become effective on August 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D3.1.3 For greater clarity, any such extension shall be mutually agreed upon by the parties in writing. These terms shall prevail over any extension, renewal, and term of contract terms or conditions contained in any other documentation and expressly exclude any extension, renewal, or term of contract provisions contained in any of Contractor's general terms and conditions or any other document issued by Contractor in connection with the Work.
- D3.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D3.2.1 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.
- D3.2.2 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.
- D3.3 Notwithstanding D3.1, 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 ninety (90) 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.

### **PART E – SPECIFICATIONS**

Revise: E2.16 to read:

E2.16 Compliance

- (a) The Contractor shall provide a PCI Payment Card Industry Security Standards Council (PCISSC)-certified solution that can be implemented in a PCI Payment Card Industry Data Security Standard (PCI DSS)-compliant manner.
- (b) The Contractor's solution shall continually be updated to maintain compliance as the PCI DSS standard evolves over time.
- (c) The Contractor shall provide a valid attestation of compliance with the PCI DSS upon request.