

# THE CITY OF WINNIPEG

# **REQUEST FOR PROPOSAL**

RFP NO. 155-2010

PROVISION OF A PURCHASING CARD PROGRAM

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# **PART B - BIDDING PROCEDURES**

#### **B1.** CONTRACT TITLE

B1.1 PROVISION OF A PURCHASING CARD PROGRAM

# **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 16th, 2010.
- 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.** BACKGROUND INFORMATION

- B3.1 The following data (from 2009) is provided for the convenience of Bidders. The City:
  - (a) had approximately seven hundred (700) purchasing cards;
  - (b) paid over 2,800 vendors using purchasing cards;
  - (c) made approximately \$9.5 million purchases of which approximately \$442,000.00 CDN were in foreign currency;
  - (d) made approximately 40,000 transactions of which approximately 1,200 transactions were foreign;
  - (e) had average transaction values of approximately \$247.50;
  - (f) received files on the 4th or 5th of each month and made payment to the Contractor by the 11<sup>th</sup>.
- B3.2 The City has developed a purchasing card reporting system for allocating costs into our PeopleSoft financial module. The City is using PeopleSoft Version 8.9 as its ERP (Enterprise Resource Planning) system.

# **B4.** ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 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.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.6 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.

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# **B5.** CONFIDENTIALITY

- B5.1 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.
- B5.2 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.

# B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/bidopp.asp">http://www.winnipeg.ca/matmgt/bidopp.asp</a>
- B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

# **B7.** SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.

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- B7.5 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.
- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B20.1.
- B7.9 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.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B21.1(a).

# **B8.** PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
  - (a) Form A: Proposal;
  - (b) Program Incentive Rebate in accordance with B10;
  - (c) Program Fees in accordance with B11;
  - (d) Software Reporting System in accordance with B12;
  - (e) Support Services in accordance with B13.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.3.1 Bidders should submit one(1) unbound original (marked "original") and three (3) copies.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B21.1(a).
- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 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.

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- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:

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

# B9. PROPOSAL

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 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.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 Paragraph 10 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B9.5 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.

#### **B10. PROGRAM INCENTIVE REBATE**

- B10.1 The total Program Incentive Rebate value shall comprise the Bidder's offered rebate, plus any signing bonus offered, minus the Bidder's cost of the program. The Bidder shall present its rebate incentives based on purchase volume and payment cycle or average transaction size.
- B10.1.1 The Bidder shall provide:

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  - (a) annual volume rebate incentives for a range of purchase volumes that would mitigate the rebate structure for a lower than historical purchase volume as noted in B3.1(c). Transaction volumes are:
    - (i) Low volume transactions, \$0 and \$7,999,999.00 dollars;
    - (ii) Mid volume transactions, \$8, 000,000.00 and \$15,999,999.00 dollars;
    - (iii) High volume transactions, \$16,000,000.00 dollars and greater.
  - (b) signing bonus offered;

#### **B11. PROGRAM FEES**

B11.1 Bidders shall submit fees, where applicable, not included in B10.

#### **B12. SOFTWARE REPORTING SYSTEM**

- B12.1 In accordance with E2.6, the Bidder shall provide a clear description of their:
  - (a) software reporting system (including offered on-line report management features and the technical support resources available to assist the user);
  - (b) interface program;
  - (c) minimum specifications needed for its operation.

#### **B13. SUPPORT SERVICES**

- B13.1 In accordance with E2.7, the Bidder shall provide:
  - (a) an implementation plan;
  - (b) a clear description of the service and support structure for customer service and program administration, including the hours of operation.
  - (c) the length of time necessary to issue, cancel and replace purchasing cards;
  - (d) the dispute resolution process and average length of time to resolve issues.

# **B14.** NON-RESIDENT WITHHOLDING TAX

B14.1 Payments to Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

# **B15. QUALIFICATION**

- B15.1 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.
- B15.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/debar.stm">http://www.winnipeg.ca/matmgt/debar.stm</a>

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- B15.3 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);
- B15.4 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, including but not limited to:
  - (a) Three (3) references, preferably of municipal operations, that are currently clients, number of years/months in use and a contact name and telephone number.
- B15.5 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.

# B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 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 Division website at <a href="http://www.winnipeg.ca/matmgt">http://www.winnipeg.ca/matmgt</a>
- B16.3 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.
- B16.4 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.

#### **B17.** IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Proposal.
- B17.2 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 9 of Form A: Proposal.

#### B18. WITHDRAWAL OF OFFERS

- B18.1 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.
- B18.1.1 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.
- B18.1.2 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 10 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

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- B18.1.3 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 10 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B17.2 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.

#### **B19. INTERVIEWS**

B19.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

#### **B20. NEGOTIATIONS**

- B20.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

#### **B21. EVALUATION OF PROPOSALS**

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
  - (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
    - (i) mandatory requirements (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B15:
  - (c) Program Incentive Rebate information in accordance with B10 55 pts;

(i) Low volume(ii) Mid volume(iii) High volume20 points15 points

(d) Program Fees in accordance with B11 10 pts;

(e) Software Reporting System information in accordance with B12 25 pts;

(f) Support Services in accordance with B13 10 pts;

(g) economic analysis of any approved alternative pursuant to B7;

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- B21.2 Further to B21.1(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.
- B21.3 Further to B21.1(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.
- B21.4 Further to B21.1(c), the Program Incentive Rebate shall be evaluated considering the highest accumulated points for the submitted Program Incentive Rebate, plus any signing bonus, minus the Bidders' program fees.
- B21.5 Further to B21.1(d), the Program Fees shall be evaluated on the estimated total cost.
- B21.6 Further to B21.1(e), the Software Reporting System shall be evaluated considering ease of use and level of reporting including:
  - (a) a reporting system that would allow the City to view activity by 10:00a.m Winnipeg time next Business Day;
  - (b) declined transaction reports available by 10:00 a.m. Winnipeg time next Business Day;
  - (c) electronic statements available in the desired format and within five (5) Business Days of end of statement period..
- B21.7 Further to B21.1(f), Support Services shall be evaluated considering a combination of the implementation plan, availability of service and support, processing time for card issuance and cancellations, and resolution process available to the Contract Administrator.
- B21.8 This Contract will be awarded as a whole.
- B21.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

#### **B22.** AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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.
- B22.2.1 Without limiting the generality of B22.2, 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.
- B22.3 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.
- B22.3.1 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**

# CO. GENERAL CONDITIONS

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

# **PART D - SUPPLEMENTAL CONDITIONS**

#### **GENERAL**

# D1. GENERAL CONDITIONS

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

# D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consists of a purchasing card program for the period from November 1, 2010 until October 31, 2015.
- D2.2 The City may elect to extend the Contract for two (2) mutually agreed upon five (5) year extensions.
- D2.1.1 Six (6) months prior to the expiry date of the initial term of the Contract, the City will provide a written notice of its intention to extend, and incentive rebates, signing bonus and program fees for the additional extension shall be negotiated at that time.
- D2.1.2 Changes resulting from such negotiations shall become effective on November 2015 the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.3 The major components of the Work are as follows:
  - (a) Issuance of approximately 700 purchasing cards;
  - (b) In accordance with B12, provision of a reporting system to monitor the use of the purchasing cards;
  - (c) Provision of electronic statements with all cardholder transactional data for the reporting period.
- 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 one hundred and twenty (120) 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. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Tami M. Schirlie C.P.P. Policy/Process Analyst Trainer Main Floor, 185 King Street

Telephone No. (204) 986-2192 Facsimile No. (204) 949-1178

D3.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

# D4. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D4.1 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.

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- D4.2 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.
- D4.3 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.

# D5. NOTICES

D5.1 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**

#### D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

# **CONTROL OF WORK**

#### D7. COMMENCEMENT

- D7.1 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.
- D7.2 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 D6.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

#### D8. ORDERS

D8.1 The Contractor shall provide a toll-free telephone number at which orders for service may be placed.

# D9. RECORDS

- D9.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D9.2 The Contractor shall record, as a minimum:
  - (a) user name(s) and addresses;

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  - (b) order date(s);

(c) service date(s); and

- (d) description and quantity of services provided.
- D9.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

# D10. WARRANTY

D10.1 Notwithstanding C12, Warranty is not applicable to this Contract.

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The City of Winnipeg RFP No. 155-2010

# **PART E - SPECIFICATIONS**

#### **GENERAL**

# E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- 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 B7.

#### E2. SERVICES

- E2.1 The Contractor shall provide a Purchasing Card Program in accordance with the requirements hereinafter specified.
- E2.2 The Work shall include, but not be limited to:
  - (a) the provision of a purchasing card program for effecting purchases and a reporting system(s) that allows timely payment processing and data analysis.
  - (b) assisting in the implementation of the purchasing card program, providing training and ongoing support once the program is implemented;
  - (c) providing copies of all statements in an electronic format;
  - (d) upon request, provide copies of records necessary to substantiate all charges for the services performed.
- E2.3 The purchasing card program must be capable of:
  - (a) individual transaction limits, monthly credit limits and controls by spending categories;
  - (b) a system whereby purchasing cards can be requested or changed electronically.
- E2.4 The purchasing card transactional data shall be available for download by the City on a monthly basis.
- E2.5 The Contractor must provide the City with a dedicated account representative for the Work of the Contract.
- E2.6 Further to B12, software reporting system shall:
  - (a) allow the City to monitor purchasing card activity on a daily basis. Cardholder purchases from the previous day shall be available for review by 10:00 a.m. Winnipeg time next Business Day;
  - (b) provide reporting that shows cardholder declined transactions (charges that were rejected for any reason) shall be available from the previous Business Day. The report will provide the cardholders name, transaction limit, available monthly credit limit, attempted purchase amount(s), time of decline and rejection code, as a minimum:
    - (i) reports for Monday to Friday would be received by 10:00 a.m. Winnipeg time daily;
    - (ii) reports for Saturday, Sunday and statutory holidays would be received by 10:00 a.m. Winnipeg time the next Business Day.
  - (c) provide electronic statements in ASCII-delimited or text format (the City would prefer CSV file). Electronic statements shall be available no later than the fifth (5) Business Day of the month;
  - (d) provide reports that show account details including open, closed, and inactive status;
  - (e) be capable of download into Excel;

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- (f) interface with ERP (Enterprise Resource System) PeopleSoft Version 8.9. The Contractor shall work in consultation with City of Winnipeg IT personnel for the interface development and implementation stage.
- E2.7 Further to B13, Support Services shall include:
  - (a) provision of cardholder and program-administrator team support during implementation, and for on-going support and consultation;
  - (b) technical and customer service support for City of Winnipeg during Business Days and at least between 8:00a.m. – 18:00 hours Winnipeg Time for customer service and programadministrator.
- E2.7.1 The Contractor shall issue a card within 3-7 business days.
- E2.7.2 The Contractor shall replace a card within 3-7 business days.
- E2.7.3 The Contractor shall cancel a card immediately upon requested via telephone and no later than 2 hours if requested on-line.
- E2.8 The purchasing card shall be accepted throughout North America.