



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 196-2010

PROVISION OF CREDIT/DEBIT CARD PROCESSING SYSTEM

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF CREDIT/DEBIT CARD PROCESSING SYSTEM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 21, 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 On November 23, 2004, the Red Tape Commission was officially launched to improve the efficiency of city government and the way the City operates. The Red Tape Commission reviewed civic procedures and processes, regulations, by-laws, and amendments. Their mandate included the identification of measures to reduce red tape, recommend elimination, streamlining, or consolidation, in order to create overall regulatory common sense and a government open for business. The City's Red Tape Report is available at <http://www.winnipeg.ca/interhom/RedTape/>.

B3.1.1 The Red Tape Commission recommended that "any citizen should be able to conveniently pay any bills owing to the City of Winnipeg by Visa, MasterCard, debit card, cheque, or cash/cash transfer, online or in person."

B3.1.2 The Red Tape Commission also recommended that "allow bidders to propose different models for payment that could include the use of permanent customer accounts, or a "City of Winnipeg customer card" for purchase of City services.

B3.2 The City currently has ninety six (96) merchant numbers for credit/debit card terminals. The merchant numbers are across a number of departments with some departments having multiple merchant numbers.

B3.3 A single merchant number location may have multiple terminals and/or Pin Pad machines.

B3.4 The City currently has eighty-five (85) terminals and one hundred and thirteen (113) Pin Pad machines.

B3.5 The Parking Authority and the Brady Road Landfill have Pay-In-Lanes that allows users to pay their parking fees when they exit the parking garage and users to pay their refuse tipping fees when they enter the landfill.

B3.5.1 Further to B3.5, the Pay-In-Lane equipment is currently supplied by Federal APD, Inc. Federal APD, Inc. should be contacted to determine who they have certified as software vendors

B3.6 In 2009, the City processed the following transactions using credit/debit cards:

- (a) 150,021 Visa transactions for a total of \$12,967,976.84 in gross sales;
- (b) 110,334 MasterCard transactions for a total of \$7,918,893.09 in gross sales;
- (c) 15,936 AMEX transactions for a total of \$2,033,028.52 in gross sales; and
- (d) 185,504 Debit transactions for a total of \$11,120,664.67 in gross sales.

B3.7 Payment for water bills and property taxes are not part of this Contract.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- 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.

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 <http://www.winnipeg.ca/matmgt/bidopp.asp>
- 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 9 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.
- 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 B8.6, 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) Fees for Service and Equipment;
 - (c) Form N: Service and Equipment;
 - (d) Report Capabilities;
 - (e) Proposed Merchant Agreement for Credit/debit Card processing, if applicable;

- 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 The Bidder should provide, in his Proposal Submission:
- (a) Résumés detailing the industry experience of their key personnel; and
 - (b) Three (3) references that have knowledge of the Bidder's qualifications in providing credit/debit card processing systems.
- B8.4 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.
- B8.4.1 Bidders should submit one(1) unbound original (marked "original") and three (3) copies.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 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).
- B8.7 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.7.1 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.
- B8.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.9 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 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.

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. NON-RESIDENT WITHHOLDING TAX

B10.1 Payments to Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. FEES FOR SERVICE AND EQUIPMENT

B11.1 The Bidder shall provide a complete list of all fees and charges necessary for the credit/debit card processing system as outlined in E2.

B12. FORM N: EXPERIENCE AND SERVICE

B12.1 The Bidder shall provide a written response answering each question on Form N: Service and Experience.

B13. SOFTWARE REPORTING SYSTEM

- B13.1 In accordance with E2, 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 users such as;
 - (i) Daily Report Review including recap and batch summaries (by hierarchy level or batch ID), card type reports,
 - (ii) Transaction searches by card number and authorization,
 - (iii) Retrieval Reports for outstanding or expired transactions,
 - (iv) Merchant Information including location search and hierarchy, and
 - (v) User summaries.
 - (b) Interface program and
 - (c) Minimum specification needed for its operation.

B14. MERCHANT AGREEMENT FOR CREDIT/DEBIT CARD PROCESSING

B14.1 Where applicable, the Bidder shall provide a copy of their proposed merchant agreement terms and conditions for credit card and debit card services.

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 <http://www.winnipeg.ca/matmgt/debar.stm>

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 Further to B15.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B15.5 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.

B15.6 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.

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 <http://www.winnipeg.ca/matmgt>

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 10 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 10 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 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

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 11 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);
 - (ii) desirable features (^%);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11:
 - (i) mandatory qualifications (pass/fail);
 - (ii) experience and service 25%;
- (c) Fees for service – estimated total cost 45%;
- (d) Reporting Capabilities 15%
- (e) Fees for service – simplicity (type and number) 15%
- (f) economic analysis of any approved alternative pursuant to B7;
- (g) costs to the City of administering multiple contracts.

- 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 Fees for Service shall be evaluated on the estimated total cost.

- B21.5 This Contract will be awarded as a whole.

- B21.6 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

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- 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.

D1.1 In addition to the *General Conditions*, 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 provision of credit/debit card processing for the period from September 1, 2010 until August 31st, 2015, with the option of two (2) mutually agreed upon three (3) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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.

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

D2.2 The major components of the Work are as follows:

- (a) Provision of credit/debit card processing services;
- (b) provision of credit/debit card processing terminals;
- (c) provision of pin pads; and
- (d) provision of electronic reports.

D2.3 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.

D2.4 Notwithstanding C.7 the City reserves the right to add or delete additional locations as necessary throughout the Contract.

D3. DEFINITIONS

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Tami Schirlie
Policy Process Analyst/Trainer
Main Floor 185 King Street
Winnipeg, MB R3B 1J1

Telephone No. (204) 986-2192
Facsimile No. (204) 949-1179

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. 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.

D7. NOTICES

- D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174
- D7.2 Bids Submissions must be submitted to the address in B8.9.**

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and

products and completed operations cover, to remain in place at all times during the performance of the Work;

- (b) 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;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

CONTROL OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the insurance specified in D9;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D11. CONTACT

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

D12. RECORDS

D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D12.2 The Contractor shall record, as a minimum, the following:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D13. INVOICES

D13.1 Further to C11, the Contractor shall submit one monthly invoice for the Work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-0864
Email: CityWpgAP@winnipeg.ca

D13.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.3 Monthly invoice data should be made available within 3 working days after the close of the previous month. The following data shall be supplied:

- (a) The charges, fees and credit/debit card data on a city-wide basis;
 - (i) sales and credits and counts of each by card type;
 - (ii) breakdown of the individual fees and assessments by card type; and
 - (iii) breakdown of other charges (i.e., equipment charges).
- (b) The charges, fees and credit/debit card data by Merchant ID:
 - (i) sales and credits and counts of each by card type ;
 - (ii) breakdown of the individual fees and assessments by card type; and
 - (iii) total other charges (i.e.,equipment charges).

D13.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.5 Bids Submissions must be submitted to the address in B8.9.

D14. PAYMENT

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

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

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 credit/debit card processing system in accordance with the requirements hereinafter specified.
- E2.2 The Work shall include, but not be limited to:
- (a) the provision of a credit/debit card processing system so that users can conveniently pay any bill owing to the City for which the City has authorized payment by VISA, Master Card, AMEX or debit card online (Internet) or in person and a reporting system(s) that allows timely payment processing and data analysis;
 - (i) Processing of debit cards shall be through the Interac network only,
 - (b) assist in the implementation of the credit/debit card processing system, provide training and ongoing support once the program is implemented and
 - (c) the Contractor must provide the City with:
 - (i) copies of all statements in an electronic format; and
 - (ii) copies of records necessary to substantiate all charges for the services performed, upon request.
- E2.3 The Work shall include compatible software reporting that allows the data to be analyzed and management reports to be printed on site. The data shall be supplied in the following format;
- (a) Excel; and
 - (b) the previous months Reports shall be available within three days of the following month.
- E2.4 The Work may include the development of an interface program to allow the software reporting system to update the City's PeopleSoft Version 8.9 ERP System.
- E2.4.1 Further to E2.4 the Planning Property and Development Department may require the development of an interface program to the City's Amanda system for their departmental transactions.
- E2.5 The credit/debit card processing system should be capable of providing an electronic invoice(s) in ASCII delimited or text format, and it is preferable that the electronic invoice(s) be available no later than the fifth (5) working day of the month. The City would like the ability to review, electronically and in real time, the statements at any given point in time.
- E2.6 The credit/debit card processing system should allow for the following:
- (a) users to pay for their parking expense when they exit the parking garage with no cashier involvement;
 - (b) pay at Brady Road Landfill;
 - (c) refund limits that are a minimum of \$5,000 per day per merchant number;
 - (d) ability to assess a transaction fee;
 - (e) apply a refund to a debit card;
 - (f) wireless capability;

- (g) allow for a pre-authorized charge on a monthly basis; and
- (h) allow the City to use new technology that is developed over the life of this Contract.

- E2.7 The City currently has eighty-five (85) terminals and one hundred and thirteen (113) Pin Pad machines. All terminals must CHIP and PIN enabled.
- E2.8 The Contractor must provide the City with a dedicated account representative for the Work of the Contract.
- E2.9 The Planning Property and Development Department online payment system is currently with CSDC/Teranet and Amanda software.
- E2.10 The Contractor may be required to provide upgrades to the hardware and software associated with the credit/debit card processing system.

E3. TRANSACTION REPORTING

- E3.1 All credit/debit card data and transactions by Merchant ID must be made available to the person(s) responsible for their locations. Merchant ID access (on-line and report generation) should be limited to specific individuals in their respective departments.