



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 841-2011

PROVISION OF BANKING SERVICES FOR THE CITY OF WINNIPEG

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF BANKING SERVICES FOR THE CITY OF WINNIPEG

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 10, 2012.

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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 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.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 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.

B4.2 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.

B5. ADDENDA

B5.1 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.

B5.2 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.

- B5.2.1 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>
- B5.2.2 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.
- B5.3 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.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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.
- B6.5 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.
- B6.6 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.
- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 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 B17.

- B6.9 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.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B17.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices, in accordance with B9.
 - (c) Banking Services Plan, in accordance with B10.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.3.1 Bidders should submit one(1) unbound original (marked "original") and three (3) copies.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B7.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.6.1 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.
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 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.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 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.

B8.4 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 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.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.1, 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.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.3 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, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.5 Bidders shall complete Form B: Prices, to capture fees and rates for services, based on the services outlined.

B9.6 Bidders may propose fees for related services not specifically listed on Form B:, but that may be necessary to the Work of the Contract, and/or beneficial to the City.

B10. BANKING SERVICES PLAN

The Bidder shall provide a written response to the following, indicating how your financial institution intends to deliver the services outlined. Responses should list the original item, followed by the response, and be maintained in the original order.

B10.1 Proposals should clearly identify response contents by part, section and page number and should be submitted in the following format:

- (a) Table of Contents
- (b) Corporate Profile
 - (i) Provide a description of the financial institution's market presence in the Canadian financial industry and include all third party credit ratings. Disclose subsidiaries, partnerships and business relationships with Canadian and International financial service providers, who may serve the City's business requirements in world financial markets.
- (c) Provide the location of the Branch, which will service the City and the range of services available at this Branch.
 - (i) Provide the number of Branches and full time equivalent employees located in the City of Winnipeg.
- (d) References
 - (i) Provide a list of clients with financial institution requirements similar to the City to which your financial institution currently provides financial institution services. Include references with appropriate contact information.

B10.2 Service Delivery

- (a) Provide information summarizing the financial institution's ability to effectively service our account. Include information specifying the individuals responsible for our account, their qualifications, specific responsibilities, and position within the financial institution's hierarchy. In addition, provide your escalation procedures to ensure effective customer service.
 - (i) Indicate who would be established as a dedicated representative for this account;
 - (ii) Indicate the experience of the individuals that would be assigned to this account.
- (b) Provide a comprehensive description of the products and services you intend to employ in delivering financial institution services to the City. Document the account operating arrangements and include the associated reports. Your description should include the timing and delivery mechanisms of reports and financial institution statements. State where technology will be employed for delivery of service(s) and document the technical specifications.
- (c) Willingness to "work" with the City in the provision of innovative solutions to achieve our Corporate Mission of achieving affordable responsive and innovative public service.
 - (i) Detail your corporation's presence in the City of Winnipeg

B10.3 Change Over Costs

- (a) The Bidder shall indicate the amount of credit the City will receive for change-over costs that will be incurred. This would include the costs of printing new cheques, moving securities, intensive labour time to change all systems at the various locations, and the associated training required.
- (b) The Bidder shall outline expected/anticipated programming changes that may be required to the electronic processes within City systems (ie People Soft interfaces)

B10.4 Banking Requirements

The Bidder shall provide a written response to the following, indicating how your financial institution intends to deliver the services outlined. Responses should list the original item, followed by the response, and be maintained in the original order.

B10.4.1 Accounts:

- (a) The City utilizes 16 separate financial institution accounts. The main account, General Revenue, handles the majority of the City's transactions. The remainder

include accounts for returned items, sundries, payroll, U.S., Debit/Credit Card, and Canada Payroll Savings.

- (b) Transactional detail for all accounts must be available electronically the next business day, and by hard copy when requested.
- (c) Some of the City's accounts are automatically cleared to General Revenue account at the end of each business day and others at month-end. The Bidder must provide a means of continuing this service.

B10.4.2 Deposits:

- (a) The City has approximately 80 locations/sites depositing to the various accounts, with an annual volume of approximately 20,000 deposits. Five locations, Water and Waste Department, Assessment and Taxation Department, Transit Department (Treasury Division), Animal Services (SOA) and Winnipeg Parking Authority (SOA) deposit to their respective department account.
- (b) The largest depositors are Corporate Finance Department (Financial Services Division), and Transit Department (Treasury Division). These offices, along with approximately two other sites, deposit each business day. The majority of the remaining locations deposit bi-weekly or monthly, generally forwarding multiple deposits.
- (c) The Contractor shall provide deposit slips for each account, pre-printed to clearly identify the deposit location with at least one copy retained by the depositor.
- (d) Periodically, the Contractor must be able to trace a deposit within two business days at the request of the City.
- (e) The Contractor must control and credit the Transit Department (Treasury Division) account for rolled and boxed coin. The deposit of coin is approximately \$60,000 per day or 100,000 rolls per month.

B10.4.3 Disbursements:

- (a) General Revenue Account - The majority of the City's disbursements are made through this account, including cheque payments, wire transfers, investment settlements, and electronic payments. The City issues approximately 37,000 cheques per year - in excess of \$1 Billion.
- (b) The reconciliation process of this account involves downloading a file of all cheques cashed daily - containing, the dollar amount, cheque serial number, and date negotiated. Cheques must be available to Corporate Finance (Financial Services Division) within the next business day after the cheque is cashed.
- (c) The City issues approximately 30,000 electronic payments per year to its vendors for \$938 Million.
- (d) The Contractor shall distribute these payments through electronic funds payment. The City's financial institution is supplied with the necessary data and distributes them on a daily basis to our vendors' accounts.

B10.4.4 Payroll Account:

- (a) This account is used for the payment of the City's bi-weekly payrolls. Salaried and Hourly employees are paid on alternate Fridays to Transit Department drivers.
- (b) Currently, the City issues approximately 650 payroll cheques annually.
- (c) The Contractor shall distribute the majority of the City's bi-weekly payroll through electronic funds payment. The City's financial institution is supplied with the necessary data and distributes approximately 22,000 payments on a monthly basis to our employees' accounts.
- (d) The cheque stock and the reconciliation process requirements are the same as the General Revenue Account.

- (e) The funds for the payroll are transferred electronically from the General Revenue account in the amount of approximately \$360 Million annually. The Bidder shall propose a means of continuing this service.

B10.4.5 Information Services

- (a) Presently, the City has an electronic link to its lead financial institution allowing access to a wide range of information and functions. The Bidder must provide the ability to access information such as consolidated balances through account statements, to determine status of individual deposits, wire transfers and cashed cheques.
- (b) The Contractor must provide a critical value report accessible electronically. This shall provide the cheque number and value for each cheque cashed in excess of \$75,000 each day and individual deposits over \$400,000. The report is required prior to 7:00 a.m. each business day morning for the prior business day's transactions.

B10.4.6 Credit Facility

- (a) The Contractor shall provide an operating line of credit in the amount of \$75 Million for cash management purposes, on a consolidation of accounts basis inclusive of our U.S. dollar account. This operating line provides us with protection against a material event that is not anticipated or predictable. An example may be the inability of an investment dealer to deliver the proceeds of a capital market bond issuance due to unforeseen third party complications. It is the practice of the City to inform our financial institution of account activities, which are deemed outside of "normal" recurring volumes or amounts.

B10.4.7 Pre-Authorized Debits

- (a) Realty and Business Taxes
 - (+) The City presently collects the taxes of approximately 92,500 taxpayers through our Tax Installment Payment Plan on a monthly basis. Collections approximate \$33 Million on an average monthly basis. The Bidder shall propose a means of continuing this service.
- (b) Water
 - (i) The City collects Water payments from approximately 6,600 customers on a monthly basis. Collections approximate \$1.6 Million per month and occur throughout the month. The Bidder shall propose a means of continuing this service.
- (c) Parking
 - (i) The City collects Parking payments from approximately 600 customers on a monthly basis. The Bidder shall propose a means of continuing this service.

B10.4.8 Wire Transfers:

- (a) The City will occasionally have the need to process wire transfers for payment to foreign countries. These payments may be requested in the currency of the country of the beneficiary. These are facilitated by a letter request to our financial institution, duly signed by two designated City Officers.
- (b) All other wire transfers are processed electronically through our present banking system using Large Value Transfer System (LVTS). The banking program contains security mechanisms restricting access via passwords and "FOB" technology and requiring multiple approvals. Approximately 120 wire transfers per year are processed. The Bidder shall propose a means of continuing this service.

B10.5 Cash Management Program & Fixed Income Investments

The Bidder shall provide a written response to the following, indicating how your financial institution intends to deliver the services outlined. Responses should list the original item, followed by the response, and be maintained in the original order.

B10.5.1 Fixed Income Investments & Cash Management

- (a) The City has nine accounts that are used to purchase fixed income investments. The City utilizes the services of approximately eight investment dealers. The fixed income portfolios currently have approximately \$280 Million in investments and in a normal year will conduct approximately 30 transactions.
- (b) The Cash Management Program of the City has a long-standing history of yielding predictable balances. Only due to a significant unforeseen item will the account be in overdraft. We strive to maintain an average daily cash balance of between \$5 and \$15 Million.
- (c) The Contractor shall ensure their affiliated investment dealer will provide an outstanding level of full service on a daily basis.
- (d) The Contractor shall provide custodial and safekeeping services of investments. The materiality and significance of these transactions in relation to the City's reputation in world financial markets necessitates the Contractor to provide professional, responsive and consistent services.
- (e) The City's Cash Management Program utilizes the services of approximately ten money market investment dealers. We transact approximately 400 short-term money market transactions annually with an aggregate dollar value of approximately \$6 Billion. Our portfolio of investments generally peaks at \$1 Billion during tax season and averages approximately \$600 Million.
- (f) The Bidder shall provide a custodian supplied electronic settlement system for the investment contracts transacted by the City. Our requirements for the system are as follows:
 - (i) security mechanisms that restrict access such as passwords or "FOB" technology;
 - (ii) appropriate segregation of duties must be facilitated through the provision of controls to restrict individuals to specific functional authorization levels;
 - (iii) ability to confirm receipt of transmission and status of trade(s) electronically;
 - (iv) ability to amend details of the trade(s); and
 - (v) provision of reports pertaining to the City's portfolio.

B10.5.2 The Bidder must have the ability to settle both physical and book based transactions in either Canadian or U.S. dollars in the cities of Toronto, Montreal, New York, and London.

B10.6 Value Added Services

The Bidder shall provide a written response to the following, indicating how your financial institution intends to deliver the services outlined. Responses should list the original item, followed by the response, and be maintained in the original order.

B10.6.1 Remittance Processing

- (a) Water and Waste Department
 - (i) The Water and Waste Department has payments that are collected through various financial institutions and are remittance processed. This equates to approximately 49,000 payments per month which includes 48,300 payments received electronically or via telephone banking. The Bidder shall propose a means of continuing this service.
 - (ii) The Water and Waste Department also remittance processes an additional 12,000 payments "in-house" whereby deposits are made on a daily basis. The Bidder shall propose a means of continuing this service.
- (b) Assessment & Taxation Department
 - (i) Tax payments are collected at the various financial institutions and are remittance processed. Approximately 68,000 payments are collected annually. During the peak tax collection period of May through July, approximately

58,000 payments are collected. The due date of the tax bills is June 30th and the peak volume occurs during the last week of June and the first week of July. The Bidder shall provide a means of continuing this service.

- (ii) The Tax Branch offers tax bill payment through financial institutions via Internet and telephone banking. The Bidder must be able to continue to provide these services and remittance process the data.

B10.6.2 Foreign Currency

- (a) The Bidder must be able to process all receipts and disbursements in U.S. currency through a U.S. account. Receipts (cash and cheques) in U.S. dollars are deposited from many of the City's depositing locations. The deposits must be credited as U.S. dollars. Monthly interest compensation and activity fees are credited or debited directly to this account.
- (b) This account is used for U.S. dollar disbursements, which the City pays by cheque, in U.S. currency. Cheques are MICR encoded with the cheque serial number, account number and pertinent financial institution requirements. The City issues approximately 400 U.S. cheques annually valued at \$4 Million.
- (c) Electronic statements must be available daily. All cashed cheques and details of any credit or debit memos must be available next business day.
- (d) Large U.S. currency requirements are contracted on a competitive basis. However, regular small bi-weekly amounts are electronically transacted with our lead financial institution online at a preferential rate. The Bidder shall propose a means of continuing this service.

B10.6.3 Tax Filings

- (a) The City makes payment to the Federal Government for tax filings electronically utilizing a service provided by the current Contractor. The Bidder shall propose a means of continuing this service.

B10.6.4 Electronic Data Interchange

- (a) The Animal Services (SOA) has payments that are collected through various financial institutions and are processed through Electronic Data Interchange (EDI). Currently, there are approximately 370 EDI transactions received electronically or via telephone banking per month. The Bidder shall propose a means of continuing this service.

B10.7 Mandatory Services

The Bidder shall provide a written response to the following, indicating how your financial institution intends to deliver the services outlined. Responses should list the original item, followed by the response, and be maintained in the original order.

B10.7.1 Returned Payment Items

- (a) The City processes all returned payment items, or charge backs, in a central location. Returned payment items that were deposited to any account except U.S. funds, regardless of the depositing location, must be debited through a charge back account set up specifically for this purpose.
- (b) The original paper items must be delivered, with all pertinent information, to the Corporate Finance Department (Financial Services Branch) on each business day.
- (c) Electronic files of returns must be available daily by account.
- (d) Approximately 7,800 transactions valued at approximately \$4 Million are processed annually.

B10.7.2 Stop Payments

- (a) The Bidder must provide the City a method to process stop payments electronically through an electronic link from the Corporate Finance – Financial Services Branch to the financial institution. The status of a cheque must be identified and stop payments can be added or deleted by the City.

- (b) Approximately 100 stop payments per year are processed.

B10.7.3 Compensation

- (a) It is the practice of the City to authorize all debits to its financial institution accounts. Therefore, the Bidder must provide a monthly detailed statement, which documents all volumes and associated charges. The City Treasurer or designate will authorize the Contractor to debit the City's account within five business days of receipt of the statement.

B11. QUALIFICATION

B11.1 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.

B11.2 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>

B11.3 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);
- (d) be a Government of Canada/ Province of Manitoba regulated financial institution.
- (e) have at least 1 branch in each district of the City of Winnipeg.

B11.4 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.

B11.5 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.

B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B12.1 Proposals will not be opened publicly.

B12.2 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>

B12.3 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.

B12.4 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.

B13. IRREVOCABLE OFFER

B13.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Proposal.

B13.2 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.

B14. WITHDRAWAL OF OFFERS

B14.1 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.

B14.1.1 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.

B14.1.2 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.

B14.1.3 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 B14.1.3(b), declare the Proposal withdrawn.

B14.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B13.2 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.

B15. INTERVIEWS

B15.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B15.2 Further to B11., Bidders should be prepared for oral discussion and presentation further to their submitted business plan.

B16. NEGOTIATIONS

B16.1 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.

B16.2 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.

B16.3 If, in the course of negotiations pursuant to B16.2 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.

B17. EVALUATION OF PROPOSALS

B17.1 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; (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11; (pass/fail);
- (c) Total Bid Price 40%
- (d) Banking Services Plan, B10. 60%;
- (e) economic analysis of any approved alternative pursuant to B6

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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.

B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.5 This Contract will be awarded as a whole.

B17.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a) and B17.1(b), the Proposal may be determined to be non-responsive and may not be further evaluated.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 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.

B18.3.1 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.

B18.4 Notwithstanding C4, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division 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 of the Provision of Banking Services for the City of Winnipeg for the period from June 1, 2012 until May 31, 2017, with the option of the City to extend the contract for mutually agreed upon five year periods.

D2.1.1 The City may negotiate the extension option with the Contractor within one-hundred and twenty (120) 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 the anniversary date of the start date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval 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, 2012.

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 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.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Mr. Bob Adams, CMA
Superintendent
Corporate Finance Department, City Treasurer's Division
510 Main Street, Main Floor
Winnipeg, Manitoba R3B 1B9
Telephone No. (204) 986-6223
email: badams@winnipeg.ca

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. CONTRACTOR'S SUPERVISOR

D4.1 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.

D4.2 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.

D4.3 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.

D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D5.1 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.

D5.2 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.

D5.3 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. NOTICES

D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

CONTROL OF WORK

D8. COMMENCEMENT

D8.1 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.

D8.2 The Contractor shall not commence any Work until:

(a) the Contract Administrator has confirmed receipt and approval of:

(i) evidence of authority to carry on business specified in D7;

(b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. RECORDS

D9.1 The Contractor shall keep detailed records of the services supplied under the Contract.

MEASUREMENT AND PAYMENT

D10. INVOICES

D10.1 Further to C11, the Contractor shall submit monthly statements for Services provided under the Contract to: to:

The City of Winnipeg
Corporate Finance - Treasury
Main Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 986-6695

Email: fin-treasury-inquiry@winnipeg.ca

D10.2 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D10.3 Proposal Submissions must be submitted to the address in B7.8.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following are applicable to the Work:
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.
- E1.4 The City of Winnipeg is established by The City of Winnipeg Act, Statutes of Manitoba 1989-90, CIO, and any subsequent amendments thereto.

E2. MISSION STATEMENT

- E2.1 Our Vision is to be a vibrant and healthy city which places its highest priority on quality of life for all its citizens. Our Corporate Mission is working together to achieve affordable, responsive and innovative public service. Property tax revenue is the main source of funding to support these services and programs. Provincial grants and other revenue sources such as user and license fees and utility profits, form the remainder of revenue sources.
- E2.2 **The primary services and programs, which the City provides to its citizens, are as follows:**

Infrastructure Renewal & Public Works:

- (a) Roadway construction and maintenance;
- (b) Transportation planning and traffic management;
- (c) Roadway snow removal and ice control;
- (d) Public transit;
- (e) Water, wastewater, solid waste collection & disposal, recycling, land drainage and flood control;
- (f) City beautification, parks and urban forestry;
- (g) Fleet Management and Winnipeg Parking Authority SOAs.

Property & Development:

- (h) City planning, neighbourhood revitalization;
- (i) Development approvals, building permits and inspections;
- (j) Economic Development and Heritage Conservation;
- (k) Property asset management and Municipal accommodations, cemeteries.

Protection & Community Services:

- (l) Police response, crime prevention, traffic safety and enforcement;
- (m) Fire and rescue response, fire and injury protection, medical response, disaster preparedness and response;
- (n) Recreation includes various programs, facility use and community centre grants;
- (o) Community health such as health inspections and by-law enforcement;
- (p) Libraries, arts, entertainment and culture;
- (q) Golf Services and Animal Services SOAs.

Executive Policy Committee:

- (r) Organizational Support Services;
- (s) Assessment and Taxation;
- (t) Contact Centre – 311;
- (u) Council Services.