



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 379-2005

**SUPPLY AND OPERATION OF AUTOMATED BANKING TRANSACTION
MACHINES (ATM)**

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 SUPPLY AND OPERATION OF AUTOMATED BANKING TRANSACTION MACHINES (ATM)

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 10, 2005.

B2.2 Proposal Submissions 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. SITE INVESTIGATION

B3.1 Further to GC.2.01, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 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.

B4.4 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.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Proposal.

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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- 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 shall 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 B15.
- 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.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal Submission consists of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices; and
 - (c) Form C: Qualification.
- B8.2 All components of the Proposal Submission 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 in ink, to constitute a responsive Proposal.
- B8.3 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.3.1 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.
- B8.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.5 Proposal Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
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 shall be printed below such signatures.
- B9.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- 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 Submission and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a Transaction Commission payable to the City in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable.
- B10.2 The anticipated Transaction Commission listed on Form B: Prices are to be considered approximate only. The City will use said Transaction Commission for the purpose of comparing Proposals.
- B10.3 The quantities for which payment will be made to the City are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B11.2 The Bidder shall complete Form C: Qualification giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Bidder's qualification to undertake the Work.

B11.3 The Bidder shall be prepared to 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.

B11.4 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 Proposal Submissions 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 Branch internet site 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 Submission 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.

B13. IRREVOCABLE OFFER

B13.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 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 10 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 GC.7.06(2), 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 11 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 shall:

- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
- (b) open the Proposal Submission 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 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, including the right to retain the Bidder's bid security.

B15. INTERVIEWS

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

B16. NEGOTIATIONS

B16.1 The City reserves the right to negotiate details of the Contract with Bidders.

B16.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

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 any amended Proposal as an alternative to the Proposal as originally 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;
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11;
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission 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 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 Submission 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.

B17.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

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

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract by way of a letter of intent, 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 are materially less than prices received for similar work in the past;
- (b) the prices are materially less than the City's net revenue to perform the Work, or a significant portion thereof, with its own forces;
- (c) only one Proposal is received; or
- (d) 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.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".
- D1.7 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 supply and operation of ATM's at the following locations:
- (a) Sargent Park Pool,
 - (b) Pan Am Pool,
 - (c) Elmwood Kildonans Pool,
 - (d) St. James Civic Centre,
 - (e) St. James Centennial Pool,
 - (f) Fort Rouge Leisure Centre,
 - (g) Crescent Drive Golf Course,
 - (h) Kildonan Park Golf Course and
 - (i) Windsor Park Golf Course
- for the period of September 1, 2005 to August 31, 2008.
- D2.2 The major components of the Work are as follows:
- (a) supply and install ATM's including all costs thereof;
 - (b) pay all costs relative to the ongoing operation of the ATM's;
 - (c) load and replenish cash as required to ensure continuous ATM service.
- 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 thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) **"Submission Deadline"** and **"Time and Date Set for the Final Receipt of Bids"** mean the time and date set out in the Bidding Procedures for final receipt of Proposals;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Glenn Maddaford
Divisional Controller
Community Services Department
Finance and Administration Services Division
395 Main Street, 3rd Floor
Winnipeg, MB R3B 3N8
Telephone No. (204) 986-4060
Facsimile No. (204) 986-7599

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 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.4 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 Administrative Officer Secretariat

Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D7.1 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.
- D7.2 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.
- D7.3 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.

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. WORKERS COMPENSATION

- D9.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations

endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D11. SECURITY CLEARANCE

D11.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D11.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.

D11.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.

D11.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.

D11.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D11.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

CONTROL OF WORK

D12. COMMENCEMENT

D12.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;

- (ii) evidence of the workers compensation coverage specified in D9;
 - (iii) evidence of the insurance specified in D10; and
 - (iv) the security clearances specified in D11.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12.3 The City intends to award this Contract by August 15, 2005. The Contractor shall ensure that ATM(s) are in place and ready for service on September 1, 2005 or within 3 months after award, whichever is later.

D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D13.1 Further to GC.5.02, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D14. ENQUIRES DURING THE CONTRACT

D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which enquiries may be placed, such telephone number must be clearly displayed on each ATM(s).

D15. RECORDS

D15.1 The Contractor shall keep or cause to be kept at its principal office in Manitoba true and accurate books of account prepared in accordance with generally accepted accounting principles and satisfactory to the Contract Administrator showing all income derived from performing the Work in the Site(s) so that the Gross Sales can be readily and accurately determined there-from.

D15.2 The City shall have the right, upon reasonable notice in writing; so often as it shall deem necessary, to inspect, examine, copy or audit all books and records of the Contractor. The Contractor shall furnish such supporting data and other information regarding thereto as the Contract Administrator may require.

D15.3 The Contractor must provide audited financial statements in a form satisfactory to the Contract Administrator within sixty (60) days from the conclusion of each contract year, no later than October 31.

MEASUREMENT AND PAYMENT

D16. PAYMENT

D16.1 Further to GC.9.01 and GC.9.03, the Contractor shall submit payment in Canadian funds to the Contract Administrator as indicated in D4.1.

D16.2 Payment must be accompanied by a statement clearly indicating the following, as a minimum:

- (a) month of service provided;
- (b) name and address of facility;
- (c) gross transaction for the period by facility;
- (d) the amount payable with GST shown as separate amount by facility;
- (e) the Contractor's GST registration number.

D17. PAYMENT SCHEDULE

D17.1 Further to GC.9.03, payment shall be in accordance with the following payment schedule:

- (a) The monthly fee shall be paid no later than the fifteenth (15th) Calendar Day of the month following the month for which the fee is payable.
- (b) Payments received after the date specified in D17.1(a) shall be subject to the City's late payment policy, By-Law No. 5747/91 and any amendments thereto.

D18. ESTIMATED NUMBER OF TRANSACTIONS

D18.1 The estimated transaction figures are based upon information supplied by the previous contractor. Because of changing conditions and varying performance and report requirements, the City cannot guarantee the accuracy of such information in whole or in part, nor that estimated transaction figures will equal or exceed such amounts in the future. Each Bidder must make himself/herself personally acquainted with the requirements of the services to be provided pursuant to the RFP document and must inform himself/herself as to all factors which may affect the performance of the services or the level of transaction. The Bidder agrees that he/she shall not rely upon any information given or statements made by the City in the RFP documents or otherwise regarding the record of past services performed or estimated transaction figures. The estimated number of transactions was determined by calculating the average transaction/month for the period July 2004 to June 2005 times 12 months for pools and times 6 months for golf courses. Only full months of operation were included in the calculations. Because St. James Centennial Pool has not previously been serviced by an ATM, the estimated number of transactions is assumed to be equivalent to the amount estimated for St. James Civic Centre.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. SERVICES SUPPLIED BY THE CONTRACTOR

E2.1 The Contractor shall supply and maintain ATM(s) in accordance with the requirements hereinafter specified.

E2.2 The Contractor shall:

- (a) provide, maintain and stock ATM(s) at the various locations listed in D2.1, to provide automated banking services; and shall:
 - (i) be operated year-round throughout the term of the Contract, except as authorized by the Contract Administrator;
 - (ii) be placed only at locations within the pool(s)/golf course(s) specifically authorized by the Contract Administrator;
 - (iii) be responsible for all installation costs of telephone lines and electrical outlets, if necessary;
 - (iv) be responsible for all ongoing operating costs including but not limited to monthly telephone and system access charges;
 - (v) the initial automated banking transaction fee will not be greater than \$1.50 per transaction subject to the approval of the Contract Administrator;
 - (vi) be responsible for the collection and handling of monies from the ATM(s);
 - (vii) have the opportunity to request transaction fee increases on or after March 1, 2006 as follows:
 - A) the Contract Administrator will approve, deny, or revise the requested price increases in writing within 30 days of receiving the written request.
 - B) the payment to the City will increase by the same percentage as the transaction fee increase.
 - C) no more than four price adjustments will be considered during the term of the Contract.
 - D) the Contractor may reduce prices at any time during the Contract without the prior approval of the Contract Administrator.
 - (viii) provide a good standard of service to the general public patronizing the Site(s).
- (b) ensure that all its employees servicing ATM(s) in these facilities:
 - (i) are dressed in a clean, neat and respectable manner;
 - (ii) have proper identification in the form of:
 - A) a uniform bearing the name of the company (only);
 - B) a photo identification badge, must be worn at all times while on the premises.
 - (iii) behave in a courteous and polite manner to City personnel and other persons in the facility;
 - (iv) are careful with all property that is in or part of the facility;
 - (v) refrain from using profanity.

E3. SERVICES SUPPLIED BY THE CITY

- E3.1 The City will provide the space required for the operation of the ATM(s);
- E3.2 The City will not be liable for any damage to the ATM(s) from any cause, except for damage due to the act or negligence of the City, its employees, agents, servants, contractors, tenants, sub-tenants or licensees or other person occupying the Premises under the City.

E4. TERMINATION AND REMOVAL OF ATM(S)

- E4.1 Either party may terminate this Contract if the other party continues in default of any of its obligations thirty (30) Calendar days after receipt of a notice from the other specifying the default.
- E4.2 If the Contractor terminates this Contract under E4.1 or if the City terminates this Contract due to a default by the Contractor under this Contract, then the Contractor will, at its own expense:
- (a) remove the ATM(s) and all advertising signs respecting the ATM(s), that were installed by the Contractor;
 - (b) restore the Premises to their original condition, reasonable wear and tear excepted, prior to the installation by the Contractor of the first ATM(s) on the Premises; and
 - (c) repair any damages caused to the Premises by the removal of the ATM(s).
- E4.3 If the City terminates this Contract without cause or the City asks the Contractor to remove an ATM from one of the Premises, then the Contractor will not be responsible for the costs of restoring the Premises to their original condition, but the Contractor will:
- (a) remove, at the City's expense, the ATM(s) and all advertising signs respecting the ATM(s) that were installed by the Contractor; and
 - (b) reimburse the City for its costs of repairing any unnecessary or unreasonable damages to the Premises caused by the Contractor in removing the ATM(s).
- E4.4 If the Contractor terminates this Contract because of default by the City under the terms of this Contract, then the Contractor may at any time, at the Contractor's expense, remove an ATM(s) or the cash from an ATM(s) from any Premises and all advertising signs respecting the ATM(s), and the Contractor will not be responsible for the costs of restoring the Premises to their original condition.

E5. SIGNS, ADVERTISING AND PROMOTION

- E5.1 The Contractor may, with the written approval of the City as to size and location, not to be unreasonably withheld, install exterior signs at each of the Premises identifying the presence of the ATM(s) on the Premises.
- E5.2 Either party may advertise the existence of the ATM(s) on the Premises, subject to the approval in writing of the other party, not to be unreasonably withheld, as to the form of that advertising.
- E5.3 The Contractor is responsible for the cost of loss or damage to the said signage.

E6. SCHEDULE OF WORK

- E6.1 The exact dates of commencement and termination of Work shall coincide with the following:
- (a) operating schedule of each pool/golf course;