



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 82-2006

PROVISION OF CREDIT/DEBIT CARD PROCESSING SYSTEM

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PART B - BIDDING PROCEDURES

B1. PROJECT 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, March 31, 2006.

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. 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 seventy two (72) 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 seventy (70) terminals machines and twenty (20) Pin Pad machines.

B3.5 The Parking Authority currently has a Pay-In-Lane that allows users to pay their parking fees when they exit the parking garage.

B3.6 In 2005, the City processed the following transactions using credit/debit cards:

- (a) 45,437 Visa transactions for a total of \$5,163,020.97 in gross sales;
- (b) 35,449 MasterCard transactions for a total of \$3,332,914.54 in gross sales;
- (c) 4,217 AMEX transactions for a total of \$731,828.12 in gross sales; and
- (d) 138,440 Debit transactions for a total of \$8,875,683.11 in gross sales.

B3.7 The City will not accept credit card payment for water bills and property taxes.

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 8 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

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

- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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 B17.
- 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) Fees for Service and Equipment;
 - (c) Form N: Service and Experience; and
 - (d) Proposed merchant agreement for credit/debit card processing, if applicable.

- B8.2 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.
- B8.3 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.
- B8.4 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.
- B8.4.1 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.
- B8.5 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.6 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 10 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal 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. FEES FOR SERVICE AND EQUIPMENT

B10.1 The Bidder shall provide a complete list of all fees and charges necessary for the credit/debit card processing system as outlined in E2.

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 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.

B11.3 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. FORM N: EXPERIENCE AND SERVICE

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

B13. MERCHANT AGREEMENT FOR CREDIT/DEBIT CARD PROCESSING

B13.1 The Bidder shall provide a copy of their proposed merchant agreement terms and conditions for credit card and debit card services.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposal Submissions will not be opened publicly.

B14.2 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>.

B14.3 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.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Proposal.

B15.2 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.

B16. WITHDRAWAL OF OFFERS

B16.1 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.

B16.1.1 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.

B16.1.2 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.

B16.1.3 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 10 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B15.2 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.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with Bidders.

B18.2 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.

B18.3 If, in the course of negotiations pursuant to B18.2 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.

B18.4 Notwithstanding the foregoing, the City reserves the right to negotiate the non-monetary terms and conditions of the proposed merchant agreement for credit/debit card processing with the Bidder receiving the highest score pursuant to the Evaluation Criteria. If the City is unable to negotiate an acceptable merchant agreement with that Bidder, the City will contact the next highest evaluated Bidder for negotiations.

B19. EVALUATION OF PROPOSALS

B19.1 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:
 - (i) mandatory requirements (pass/fail);
 - (ii) desirable features (25%);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11:
 - (i) mandatory qualifications (pass/fail);
 - (ii) desirable qualifications and references (25%);
- (c) Merchant agreement for credit/debit card processing (pass/fail);
- (d) fees for service – estimated total cost (40%);
simplicity (type and number) (10%);
- (e) economic analysis of any approved alternative pursuant to B7.

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(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. References will be evaluated considering customer service, experience with the Bidder in the type of Work described, etc. Reference checks will not be restricted to those provided by the Bidder and may include organizations known to have done business with the Bidder.

B19.4 Further to B19.1(c), the merchant agreement for credit/debit card processing will be evaluated to determine the degree of conformance with the City's terms and conditions. This evaluation will take into consideration any changes that may result due to clause B18.4.

B19.5 Further to B19.1(d), the fees for service – estimated total cost and simplicity, fees will be evaluated considering the estimated credit/debit card processing machines and pin pads needed, approximate annual dollars received via the credit/debit cards and approximate annual transactions. The simplicity of fees will be evaluated considering the total number and type of fees that could be levied under the Bidder's credit/debit card processing system.

B19.6 This Contract will be awarded as a whole.

B20. AWARD OF CONTRACT

B20.1 The City will give notice of the award of the Contract by way of a purchase order, or will give notice that no award will be made.

B20.2 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.

B20.2.1 Without limiting the generality of B20.2, 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.

B20.3 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".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of provision of credit/debit card processing for the period of September 1, 2006 to August 31, 2010.
- 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 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.3.2 Subject to GC.4.07, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

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:

Tony Roziere
Supervisor of Commodity Tax & Transportation
Main Floor, 185 King St.

Telephone No. (204) 986-4623

Facsimile No. (204) 949-1178

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. INSURANCE

- D9.1 The Contractor shall provide and maintain 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, 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 of insurance of the 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.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a purchase order 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 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; and

- (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 letter of intent.

D11. ORDERS

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service 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, for each item listed on Form B: Prices:
 - (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 GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit one monthly invoice for the Work performed.
- D13.2 Further to D6.3, the Contractor shall submit the monthly invoice to:
The City of Winnipeg
Financial Services Branch
Administration Building, Main Floor
510 Main Street
Winnipeg MB R3B 1B9
- D13.3 Invoices must clearly indicate, as a minimum:
 - (a) the City's 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.
- D13.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

- D14.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

TABLE A – DEPARTMENT LISTING

Brad Cull
Manager of Administration and Finance
Property Assessment
457 Main Street, R3B 1B5

Brian Whiteside
Audit Manager
Audit Department
3rd Floor, 185 King Street, R3B 1J1

Fernando Dela Cruz
Coordinator of Financial Services
CAO Secretariat
3rd Floor, 510 Main Street, R3B 1B9

Marc Lemoine
Assistant City Clerk
City Clerk's & Council
Council Building
510 Main Street, R3B 1B9

Clive Wightman
Manager of Finance and Administration
Community Services
3rd Floor, 395 Main Street, R3B 3N8

Carrie Erickson
Manager of Finance and Administration
Corporate Finance
4th Floor, 510 Main Street, R3B 1B9

Radhika Abeysekera
Manager of Finance and Administration
Corporate Services
5th Floor, 510 Main Street, R3B 1B9

Bodo Roloff
Manager of Finance and Administration
Fire Paramedic Service
2nd Floor, 185 King Street, R3B 1J1

Mike McGinn
Manager of Finance
Planning, Property & Development
3rd Floor, 65 Garry Street, R3C 4K4

Paul Rogan
Financial Analyst
Winnipeg Parking Authority
495 Portage Ave., R3B 2E4

Ron Smolik
Manager/Controller
Winnipeg Police Service
151 Princess Street, R3C 2Z7

Darcy Stewart
Manager of Finance and Administration
Public Works
110-1199 Pacific Avenue, R3E 3P1

Paul Olafson
Manager of Finance and Administration
Winnipeg Transit
421 Osborne Street, R3L 2A2

Moir Geer
Manager of Finance and Administration
Water and Waste
109-1199 Pacific Avenue, R3E 3P1

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

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;
- (b) assist in the implementation of the credit/debit card processing system, provide training and ongoing support once the program is implemented;
- (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 may include compatible software reporting that allows the data to be analyzed and management reports to be printed on site.

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 8.45 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) refund limits that are a minimum of \$5,000 per day per merchant number;
- (c) ability to assess a transaction fee;
- (d) apply a refund to a debit card;
- (e) wireless capability;
- (f) allow for a pre-authorized charge on a monthly basis; and
- (g) allow the City to use new technology that is developed over the life of this Contract.

- E2.7 The Contractor must provide the City with a dedicated account representative for the Work of the Contract.
- E2.8 The Planning Property and Development Department online payment system is currently with CSDC/Teranet and Amanda software.
- E2.9 The Contractor may be required to provide upgrades to the hardware and software associated with the credit/debit card processing system.