



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 26-2009

PROVISION OF A PURCHASING CARD PROGRAM

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
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BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Background Information	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal	4
B10. Software Reporting System	5
B11. Distribution and Acceptance of Purchasing Cards	5
B12. Prices	5
B13. Qualification	5
B14. Opening of Proposals and Release of Information	6
B15. Irrevocable Offer	6
B16. Withdrawal of Offers	6
B17. Interviews	7
B18. Negotiations	7
B19. Evaluation of Proposals	7
B20. Award of Contract	8

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Confidentiality and Ownership of Information	2
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
D8. Insurance	2

Control of Work

D9. Commencement	3
D10. Orders	3
D11. Records	3

Measurement and Payment

D12. Invoices	3
D13. Payment	4

Warranty

D14. Warranty	4
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications	1
E2. Services	1

BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF A PURCHASING CARD PROGRAM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 20, 2009.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. BACKGROUND INFORMATION

B3.1 The following data (from 2008) is provided for the convenience of Offerers:

- (a) The City currently has approximately seven hundred (700) Purchasing Cards and Department Cards (a card number restricted to one vendor);
- (b) Approximately \$9.5 million annually in purchases are made via purchasing cards; and
- (c) Approximately 40,000 transactions per year are made via Purchasing cards.

B3.2 The following information is provided for the convenience of Offerers:

- (a) The city consists of 15 Departments and 4 Special Operating Agencies occupying in excess of 300 facilities, a single Department may occupy several facilities and a single facility may be shared by several departments.
- (b) The City is using PeopleSoft version 8.9 as it's ERP system that allows for use of funds, accounts, departments, programs, class and projects. The department is used to identify the appropriate department while the program, class and project further designates the division or project within the department or fund.
- (c) The City has approximately 5,000 vendors in our accounts payable data base. These vendors are from a number of countries and from all provinces.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division 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 Division internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.5, deviations to terms and conditions inconsistent with the Proposal document shall be evaluated in accordance with B19.1(a).

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) A clear description of service and support staff and Subcontractors proposed see B12.2;
 - (c) Three (3) references, preferably of municipal operations, that are currently clients, number of years/months in use, a contact name and telephone number;
 - (d) A clear description of the software reporting system and interface program to meet the mandatory requirements, including minimum specifications needed for its operation and all related costs as per B10;
 - (e) Information that supports how widely distributed and accepted their purchasing cards are in the marketplace as per B11;
 - (f) A schedule of prices for the software and services necessary to meet the mandatory requirements of the specifications;
 - (g) Descriptive literature and/or information demonstrating conformance to the specifications;
 - (h) Type of support available and the hours of operation;
 - (i) A clear description of your dispute resolution process and average length of time to resolve issues
 - (j) Length of time necessary to issue, cancel and replace purchasing cards.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.3.1 Bidders should submit one (1) unbound original.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.

- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. PROPOSAL

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. SOFTWARE REPORTING SYSTEM

B10.1 The software reporting system shall allow the City to monitor purchasing card activity on a daily basis. Cardholder purchases from the previous day will be available for review by 10:00 a.m. Winnipeg time Monday to Friday. Transactions that occur on a weekend or statutory holiday must be made available the next business day by 10:00 a.m. Winnipeg time.

B10.2 The City will download the purchasing card transactional data on a monthly basis. The City has developed a purchasing card reporting system for allocating costs into our PeopleSoft Financial module.

B11. DISTRIBUTION AND ACCEPTANCE OF PURCHASING CARDS

B11.1 The distribution and acceptance of purchasing cards is extremely important to the City's operational needs to affect both small dollar purchases and repetitive purchases under contract. In 2008, the City paid over 2,800 vendors using purchasing cards. While the vendors are located primarily in Canada a significant number are located in other jurisdictions.

B12. PRICES

B12.1 Notwithstanding C11.1.1, prices in your schedule of 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.

B12.2 Bidders are advised that payments to non-residents for services provided in Canada may be subject to a withholding under the Income Tax Act (Canada). Bidders who may be affected should consult the Canada Revenue Agency at <http://www.cra-arc.gc.ca>.

B13. QUALIFICATION

B13.1 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.

B13.2 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 internet site at <http://www.winnipeg.ca/matmgt/debar.stm>.

B13.3 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).

B13.4 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.

B13.5 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.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals 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 Division 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 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.

B14.4 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.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 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 10 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 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.

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 11 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 will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in 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.

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; 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.

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 or acceptable deviation therefrom mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12.2 mandatory qualifications (pass/fail);
- (c) software reporting system 25%;
- (d) distribution and acceptance of purchasing cards by merchants 20%;
- (e) Purchasing Card Program Cost:
 - (i) Simplicity of Fees 10%;
 - (ii) Program Cost 20%;
 - (iii) Program Incentives 25%;
- (f) 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 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.

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 or in other information required to be submitted, that he is responsible and qualified.

B19.4 Further to B19.1(c), the software reporting system will be evaluated considering the Offerer's proposal or in other information required to be submitted. Consideration will be given to ease of use and level of reporting availability.

B19.5 Further to B19.1(d), the distribution and acceptance of purchasing cards by merchants will be evaluated based upon how widely accepted the purchasing cards are among the City's vendors.

B19.6 Further to B19.1(e), the Purchasing Card Program Cost will be evaluated considering the total number and type of fees that could be levied, the City will calculate the cost of the program based on the fees identified in the proposal submission and the estimated number of purchasing cards necessary, approximate annual dollars spent via purchasing cards and the approximate annual number of transactions on the purchasing cards. Incentives will be determined based upon remuneration (monetary or points programs) that the City will receive for use of the purchasing cards.

B20. AWARD OF CONTRACT

B20.1 The City will give notice of the award of the Contract, 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.

B20.3.1 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.

B20.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B20.5 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 internet site 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.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of a purchasing card program for the period of November 1, 2009 to October 31, 2014.

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

- (a) Issuance of approximately seven hundred (700) purchasing cards;
- (b) Reporting systems to monitor the use of the purchasing cards; and
- (c) Electronic invoice(s) with all cardholder transactional data for the reporting period.

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 C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Tony Roziere
Supervisor of Commodity Tax
4th Floor, 510 Main St
Winnipeg, MB R3B 1B9
Telephone No. (204) 986-4623
Facsimile No. (204) 944-1184

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.

D4.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

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 address or facsimile number:
- The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

SUBMISSIONS

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.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D8.2 All policies shall be taken out with insurers licensed to carrying on business in the Province of Manitoba.
- D8.3 Deductibles shall be borne by the Contractor.
- D8.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

- D8.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D8.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement and for any subsequent renewals thereof, provided that the City shall give the Contractor reasonable notice and shall request reasonable change.
- D8.7 The Contractor shall file with the City an annual Certificate of insurance in a form satisfactory to the City Solicitor.

CONTROL OF WORK

D9. COMMENCEMENT

- D9.1 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.
- D9.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D9.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D10. ORDERS

- D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D11. RECORDS

- D11.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D11.2 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.
- D11.3 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

D12. INVOICES

- D12.1 Further to C11, the Contractor shall submit an invoice for the Work performed pursuant to each order.

D12.2 Further to C22.2, the Contractor shall submit invoices to the locations designated at the time of ordering.

D12.3 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of services provided;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D12.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13. PAYMENT

D13.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D13.2 Further to C11, payment of the monthly billing statement will be determined considering Program Incentives offered by the Contractor.

D13.3 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D14. WARRANTY

D14.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. SERVICES

- E2.1 The Contractor shall provide a purchasing card program in accordance with the requirements hereinafter specified.
- E2.2 The Work shall include, but not be limited to:
- (a) The provision of a purchasing card program for effecting purchases and a reporting system(s) that allows timely payment processing and data analysis;
 - (b) Assist in the implementation of the purchasing card program, provide training and ongoing support once the program is implemented
 - (c) The Contractor must provide copies of all statements in an electronic format;
 - (d) Upon request the Contractor must provide copies of records necessary to substantiate all charges for the services performed.
- E2.3 The Contractor shall provide a system whereby purchasing cards can be requested or changed electronically.
- E2.4 The Contractor shall provide a reporting system whereby cardholder data can be analysed and downloaded into Excel.
- E2.5 The Contractor shall provide a daily report showing cardholder declined transactions (charges that were rejected for any reason) from the previous day. This report must be received by 10:00 a.m. Winnipeg time daily Monday to Friday, except on statutory holidays. Reports for Saturday, Sunday and statutory holidays must be received by 10:00 a.m. the next Business Day. This report must provide the cardholders name, transaction limit, available monthly credit limit, attempted purchase amount(s), time of decline and rejection code, as a minimum.
- E2.6 The purchasing card program must be capable of:
- (a) Individual transaction limits, monthly credit limits and controls by spending categories;
 - (b) The electronic invoice must be in ASCII delimited or text format; and
 - (c) It is preferable that the electronic invoice be available no later than the fifth (5) working day of the month.
- E2.7 The Contractor must provide the City with a dedicated account representative for the Work of the Contract.