



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 57-2013**

**WINNIPEG TRANSIT ELECTRONIC FARE PRODUCT SALES AGENT - PHASE 2:  
INDEPENDENT AGENTS**

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### **Appendix A**

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 WINNIPEG TRANSIT ELECTRONIC FARE PRODUCT SALES AGENT - PHASE 2:  
INDEPENDENT AGENTS

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 13, 2013.
- 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. INTENT**

- B3.1 The City of Winnipeg is undertaking to obtain sales agents for Transit electronic fare product sales. The City of Winnipeg is hoping to award a contract to a Contractor, or a number of Contractors, who will sell Transit fare products on behalf of the City of Winnipeg.
- B3.2 A corporate chain may submit a proposal as an independent agent for an individual location of its chain, for an area requested in this Request for Proposal.
- B3.3 The City reserves the right to select at least one (1) FPSA in each of the areas stated in Appendix A. The City reserves the right to select as many FPSAs as necessary, in each area stated in Appendix A, to complete the Work

### **B4. CONCEPTUAL FARE SALES AGENT MODEL**

- B4.1 The future transit fare media system will use Smart Cards in place of paper passes and tickets. Although not finalized, it is anticipated that the future distribution system will consist of:
- (a) Retail agents selling new Reloadable Smart Cards, and loading or reloading the Smart Cards with Transit fare products or E-Cash value. They may also sell One Time Loadable Smart Cards. In both situations the Transit fare products and value are loaded on the cards and are immediately available for use;
  - (b) City of Winnipeg locations selling new Reloadable Smart Cards, and loading or reloading the Smart Cards with Transit fare products or E-Cash value. They may also sell One Time Loadable Smart Cards. In both situations the Transit fare products and E-Cash value are loaded on the cards and are immediately available for use. Several City locations will provide personalization and registration of the cards in addition to the previously mentioned sales functions above. City of Winnipeg locations will also accept paper tickets in exchange for credit to be applied as credit value on customer Smart Cards;
  - (c) The option for customers to load/reload Transit fare products and E-Cash value onto Reloadable Smart Cards on-line. In this situation the fare product or E-Cash value will be loaded onto the Smart Card by the bus farebox, when next presented to the bus farebox, not sooner than the following day;
  - (d) The option for customers to call a central telephone line to load/reload Transit fare products or E-Cash value onto the Smart Card. In this situation the fare products and E-Cash to be loaded onto the Smart Card by the bus farebox when next presented to the bus farebox, not sooner than the following day.
- B4.2 As a result of the ability for customers to load/reload their Smart Cards either online or by a central telephone line, it is also anticipated that the number of sales agents required by the City

will be reduced from the current number of approximately 160 retail outlets to somewhere between 50-70% of the current number of outlets.

- B4.3 The project will be delivered in two phases. Phase one is expected to begin in February 2013 with the installation of new electronic fareboxes on all buses. Phase two is expected to begin in October 2013 with the implementation of a smart card system to replace tickets and passes. FPSA's are anticipated to begin receiving AAVMs in the summer of 2013.

#### **B5. BIDDERS' CONFERENCE**

- B5.1 The Contract Administrator will hold a Bidders' conference at 421 Osborne Street from 1:00 to 2:30 PM January 30, 2013.

- B5.2 The Bidders' Conference will be held at

Winnipeg Transit  
421 Osborne Street  
Winnipeg, Manitoba

- B5.3 Bidders should register the names and e-mail address of every person who plans to attend by emailing the Contract Administrator (D4.1) at least 48 hours before the conference.

- B5.4 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' conference unless that information or interpretation is provided by the Contract Administrator in writing.

#### **B6. ENQUIRIES**

- B6.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

- B6.2 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.

- B6.3 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.

- B6.4 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.

- B6.5 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.

- B6.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B6 unless that response or interpretation is provided by the Contract Administrator in writing.

#### **B7. CONFIDENTIALITY**

- B7.1 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.

- B7.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B8. ADDENDA**

- B8.1 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.
- B8.2 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.
- B8.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B8.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B8.3 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.

## **B9. SUBSTITUTES**

- B9.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B9.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B9.3 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.
- B9.4 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.
- B9.5 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.
- B9.6 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.
- B9.6.1 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.

- B9.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B9.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Commission upon the specified item but may also indicate an alternative commission based upon the approved alternative. Such alternatives will be evaluated in accordance with B20.1.
- B9.9 No later claim by the Contractor for an addition to the Total Bid Commission because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B9.10 Notwithstanding B9.2 to B9.9 and in accordance with B10.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B21.1(a).

## **B10. PROPOSAL SUBMISSION**

- B10.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Commissions.
- B10.2 The Proposal should also consist of the following:
- (a) Form N: Business Plan;
  - (b) Form O: Training Plan.
- B10.3 Further to B10.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B9.
- B10.4 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B10.4.1 Bidders should submit one (1) unbound original (marked “original”) and five (5) copies.
- B10.5 Bidders are advised not to include any information/literature except as requested in accordance with B10.1.
- B10.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B21.1(a).
- B10.7 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B10.7.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B10.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B10.9 Proposals shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B11. PROPOSAL**

- B11.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B11.2 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.
- B11.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.
- B11.3 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.
- B11.4 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.
- B11.5 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B11.6 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.

## **B12. COMMISSION**

- B12.1 The Bidder shall state a commission percentage, up to a maximum of 1 percent, for Item 1 and Item 3 identified on Form B: Commissions.
- B12.2 The Bidder shall state a value as a flat commission, up to a maximum of \$0.25 per unit, for Item 2 on Form B: Commissions.
- B12.2.1 Notwithstanding C11.1.1, commissions on Form B: Commissions 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.
- B12.3 The quantities listed on Form B: Commissions are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B12.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.



B12.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**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 website 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. FORM N – BUSINESS PLAN**

B14.1 The Bidder should complete Form N: Business Plan by filling all requested information:

**B15. FORM O – TRAINING PLAN**

B15.1 The Bidder should complete Form O: Training Plan by filling all requested information:

**B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B16.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

#### **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

#### **B18. WITHDRAWAL OF OFFERS**

B18.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B19. INTERVIEWS**

B19.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

#### **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders

without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

- B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
  - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13:
  - (i) mandatory qualifications (pass/fail);
- (c) Commissions; 30%
- (d) Form N: Business Plan 60%
- (e) Form O: Training Plan 10%
- (f) economic analysis of any approved alternative pursuant to B9.

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

B21.4 Further to B21.1(c), the Commissions shall be evaluated considering the information provided on Form B: Commissions.

B21.5 Further to B21.1(d), Form N: Business Plan shall be evaluated considering the information submitted in response to B10.1, B14 and the proximity to bus transfer points for the Bidder's location plus number of routes in proximity to each location.

B21.6 Further to B21.1(e), Form O: Training Plan shall be evaluated considering the information submitted in response to B10.1 and B15.

B21.7 This Contract may be awarded to multiple Bidders.

B21.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B22. AWARD OF CONTRACT**

B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B22.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) only one Proposal is received; or
  - (b) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B22.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B22.4 Winnipeg Transit reserves the right to approach individual retail businesses for the purpose of negotiating the opportunity to become a Transit retail agent, in the event Transit does not get adequate coverage through this RFP process.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 performing the duties of electronic Fare Product Service Agents for the period from award of Contract until December 31, 2015, with the option of three (3) mutually agreed upon two (2) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within one hundred eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1 of the respective year (example: negotiations for first Contract extension would begin 180 days prior to January 1, 2016. The Contract extension would begin January 1, 2016). Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) sales of new Reloadable Smart Cards;
- (b) sales and loading of Fare Products and E-Cash value onto Reloadable Smart Cards;
- (c) sales and initial loading of certain fare products onto One Time Loadable Smart Cards.

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.

D2.4 During the term of the Contract, the Contractor must inform the Contract Administrator of any changes to contacts and their contact information.

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**AAVM**" means the Attended Add Value Machine which is the device that the City will provide to the Fare Product Sales Agent to permit Fare Products or E-Cash value to be loaded onto a customer's Reloadable Smart Card. The AAVM is a small counter-top device, similar in form factor to a debit handheld device, which requires connection to 120v AC power source and access to the Internet;
- (b) "**Attrition**" means the gradual reduction of the size of a work force that occurs when personnel lost through retirement or resignation are not replaced;
- (c) "**E-Cash**" means the monetary value that passengers will use to pay for transit fares that will be loaded by the FPSA onto Reloadable Smart Cards;
- (d) "**FPSA**" means Fare Product Sales Agent;
- (e) "**may**" indicates an allowable action or feature which will not be evaluated;
- (f) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;

- (g) **“One Time Loadable Smart Card”** indicates a Smart Card that is preloaded with either a Transit Fare Product or E-Cash value, and is disposable once the Fare Product or value is completely used;
- (h) **“Personalization”** means adding identifying information to a smart card about the card holder such as a photograph, name, or birthdate
- (i) **“Proposal”** means the offer contained in the Proposal Submission;
- (j) **“Proposal Submission”** means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (k) **“Registration”** mean creating an electronic customer profile in Transit’s customer database that includes information about the customer such as name, address, phone number which will be tied to the customer’s smart card
- (l) **“Reloadable Smart Card”** indicates a Smart Card that is purchased blank and then loaded and reloaded with Transit Fare Product or E-Cash value until the life of the Smart Card is reached;
- (m) **“Request for Proposal”** means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (n) **“Revenue Service”** means the acceptance of Smart Card fare media for the on-vehicle payment of transit fares;
- (o) **“should”** indicates a desirable action or feature which will be evaluated on a relative scale;
- (p) **“Smart Card”** means a contactless smart card which is a pocket-sized card with embedded integrated circuits and antenna that can process and store data and communicate with a terminal via radio waves.
- (q) **“Fare Media”** means a Reloadable or One Time Loadable Smart Card
- (r) **“Fare Product”** means the electronic product or e-cash value that a customer is purchasing and is adding on to a Smart Card (previously known as bus tickets or passes).

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Lou Gervino  
Superintendent of Garry Street Transit Service Centre  
Telephone No. (204) 986-5242  
Facsimile No. (204) 986-6967  
E-mail: [lgervino@winnipeg.ca](mailto:lgervino@winnipeg.ca)

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. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D5.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D5.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **D6. NOTICES**

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

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: (204) 949-1174

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

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

### **D8. INSURANCE**

D8.1 The Contractor shall provide and maintain the following insurance coverage:

(a) Crime insurance to a minimum limit of \$10,000, including employee dishonesty with a third party extension. Coverage to also include funds transfer fraud and computer fraud.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

### **D9. PERFORMANCE SECURITY**

D9.1 The Contractor shall provide and maintain performance security until the expiration of the Contract period, including extensions, in the form of

(a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of three thousand dollars (\$3,000) p or

(b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of three thousand dollars (\$3,000); or

(c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of three thousand dollars (\$3,000).



D9.2 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D9.3 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

## **CONTROL OF WORK**

### **D10. COMMENCEMENT**

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

D10.2 The Contractor shall not commence any Work 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) the insurance as specified in D8;
  - (iv) the performance security specified in D9;
  - (v) Contractor's contact information.
- (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 upon notification from the Contract Administrator or authorized designate.

## **MEASUREMENT AND PAYMENT**

### **D11. PAYMENT**

D11.1 Further to C11, payment shall be in Canadian funds for all payment owing to the City of Winnipeg by electronic bank transfer settled once per day or week as noted below, for all transactions performed during that day or week. These transactions will include:

- (a) E-Cash, the purchase of, and payment for, all blank Reloadable Smart Cards that have been delivered by Winnipeg Transit to the FPSA that week at an amount equal or less than the retail price of the Reloadable Smart Card will be payable weekly;
- (b) the purchase of, and payment for, all blank One Time Loadable Smart Cards that have been delivered by Winnipeg Transit to the FPSA that week at an amount of \$0.60 each;
- (c) the value of all Fare Media sold and the value of the Fare Products and all E-Cash values loaded by the FPSA using the AAVM onto passenger's Reloadable Smart Cards or One Time Loadable Smart Cards (which may or may not be pre-loaded when received by the FPSA.) during the day will be payable daily less the FPSA commission;
- (d) the value of the Fare Products loaded by the FPSA using the AAVM onto the passenger's One Time Loadable Smart Cards during the day will be payable daily, less the commissions, less the amount paid for the blank smart cards by the FPSA.

D11.2 The system is designed so that every AAVM connected on-line to the Winnipeg Transit server with an Ethernet access. All load transactions performed on the AAVM will be downloaded immediately to the server and any fare policy or Fare Product price changes will be uploaded immediately to the AAVM. Once per day, there will be an electronic transfer of funds from the FPSA to Winnipeg Transit for payment made by the customer to the FPSA whenever the AAVM was used during the day..

**D12. WARRANTY**

D12.1 Notwithstanding C12, warranty is not required.

**FORM H1: PERFORMANCE BOND**  
(See D8)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 57-2013

WINNIPEG TRANSIT ELECTRONIC FARE PRODUCT SALES AGENT - PHASE 2: INDEPENDENT AGENTS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)  
(See D8)**

\_\_\_\_\_  
(Date)

The City of Winnipeg  
Legal Services Department  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 57-2013

WINNIPEG TRANSIT ELECTRONIC FARE PRODUCT SALES AGENT - PHASE 2:  
INDEPENDENT AGENTS

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

\_\_\_\_\_ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

\_\_\_\_\_  
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

## **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 B9.

#### **E2. OBJECTIVES**

- E2.1 The City of Winnipeg is seeking to select one or more individual agents to provide Fare Product Sales Agent services for Winnipeg Transit. These are independent agents that operate a location in the geographic area served by Winnipeg Transit. The intention is to select independent agents to act as FPSAs for which locations in Winnipeg will sell Transit electronic fare media products.
- E2.2 For the purpose of this Request for Proposal these entities will be referred to as an independent agent FPSAs”.

#### **E3. SERVICES**

- E3.1 The Contractor shall provide service as a Fare Product Sales Agent in accordance with the requirements hereinafter specified.
- E3.2 It is the intention of the City of Winnipeg to establish a Fare Product Sales Agent that can effectively meet current and future sales requirements. FPSAs are viewed as an extension of City services and must be trained and supported by a “quality and improvement focused” Contractor.

#### **Smartcard Advertising & Promotion (SAP)**

- E3.3 From time to time, Winnipeg Transit may require the Contractor to participate in special in-store “Smartcard” Advertising and Promotion campaigns at no cost to the Contractor. The Contractor shall not be remunerated by Winnipeg Transit to participate in SAP campaigns. Winnipeg Transit may designate the Contractor’s participation in SAP as mandatory or voluntary. The Contractor authorizes Winnipeg Transit, its agents and affiliates to use the Contractor’s name, likeness, business name and address, and comments in external Smartcard advertising and promotions.

#### **Signage**

- E3.4 The Contractor will display supplied Winnipeg Transit signage materials in a prominent location on its premises at no cost to Winnipeg Transit. The Contractor will revise Winnipeg Transit supplied signage materials in a timely manner as requested by Winnipeg Transit.
- E3.5 The Contractor may include the Smartcard logo/wordmark or other Winnipeg Transit logos in its own signage, advertising and promotional materials provided these materials:
- (a) have been approved by Winnipeg Transit;
  - (b) comply with Winnipeg Transit graphics standards;
  - (c) comply with Canadian Ad Standards, provincial and federal laws (if applicable).

## Inspection

- E3.6 The Contractor acknowledges Winnipeg Transit and its representatives may conduct site inspections at Contractor's location(s), including an inspection of card stock and sales and Promotions materials.

## E4. DETAILED SALES AND LOAD PROCESSES

- E4.1 The Contractor shall provide the service of selling new Reloadable Smart Cards as follows:

- (a) select an appropriate Reloadable Smart Card from stock;
- (b) read electronic Smart Card serial number by placing Smart Card on AAVM;
- (c) obtain payment from customer, if deposit or fee for new Smart Cards is required, and register payment in merchant Point of Sale (POS), which is not integrated with AAVM;
- (d) register Smart Card sale in system using AAVM;
- (e) give Smart Card and payment receipt to customer;
- (f) give customers pamphlet outlining Smart Card registration (this will be a City of Winnipeg function only) and personalization process (only if adopted).

- E4.2 Loading Fare Products or E-Cash value onto Reloadable Smart Cards shall be as follows:

- (a) obtain Reloadable Smart Card from customer;
- (b) read Smart Card electronic serial number by placing Smart Card on AAVM card reader;
- (c) read Fare Product(s) and E-Cash values currently loaded on the Smart Card using AAVM and advise customer;
- (d) select desired Fare Product(s) to be loaded and determine price using AAVM or select E-Cash value to be loaded and enter load instructions into AAVM;
- (e) obtain payment from customer for Fare Product(s) or E-Cash value loaded and register in merchant POS;
- (f) following customer confirmation-to-proceed, load Fare-Product(s) or E-Cash value onto Reloadable Smart Card using AAVM;
- (g) return Reloadable Smart Card and payment receipt to customer.

- E4.3 Sale of Fare Products that have already been pre-loaded onto a One Time Loadable Smart Card shall be as follows:

- (a) select One Time Loadable Smart Card from stock which is pre-loaded with appropriate Fare Product
- (b) confirm Fare Product that has already been pre-loaded on One Time Loadable Smart Card and determine price of Fare Product by placing One Time Loadable Smart Card on AAVM reader;
- (c) obtain payment from customer for Fare Products sold and register payment in merchant POS;
- (d) give One Time Loadable Smart Card and payment receipt to customer.

- E4.4 Loading Fare Products onto One Time Loadable Smart Cards shall be as follows:

- (a) select One Time Loadable Smart Card from stock;
- (b) obtain payment from customer for Fare Products sold and register payment in merchant POS
- (c) load with proper fare product
- (d) confirm that Fare Product that has been loaded
- (e) give One Time Loadable Smart Card and payment receipt to customer.



## **E5. REIMBURSEMENT FOR SALES AND LOAD ACTIVITIES**

- E5.1 The FPSA will receive the following maximum reimbursements for the sale of Reloadable and One Time Loadable Smart Cards and for the loading of Fare Products and E-Cash value onto Reloadable Smart Cards as follows:
- (a) sale of new anonymous Reloadable Smart Cards shall be a fee not greater than \$0.25 per Reloadable Smart Card;
  - (b) loading of Fare Products or E-Cash value onto Reloadable Smart Cards shall be a fee not greater than 1 percent of the price of the Fare Products or not greater than 1 percent of the E-Cash value loaded;
  - (c) sale of One Time Loadable Smart Cards with Fare Products pre-loaded on them shall be a fee not greater than 1 percent of the value per One Time Loadable Smart Card.

## **E6. FARE PRODUCT PRICING**

- E6.1 The price of Fare Products and blank Reloadable Smart Cards will be provided by the Contract Administrator and may be revised from time to time. The current price of all Fare Products that can be sold, by the FPSA will be loaded and kept current on the AAVM. The price of all Fare Products will be indicated on published promotional materials, signs, handouts, etc. provided by Winnipeg Transit to the FPSA and on the Winnipeg Transit website.
- E6.2 The FPSA shall always and only sell the Fare Products and blank Reloadable Smart Cards for the prices established by Winnipeg Transit. If the FPSA sells Fare Products or blank Reloadable Smart Cards for a different price, the City of Winnipeg may terminate the agreement immediately.

## **E7. FARE PRODUCT SALES AGENT OBLIGATIONS**

- E7.1 Fare Product Sales Agent obligations shall be as follows:
- (a) to promote the sale of Winnipeg Transit Fare Products;
  - (b) to sell Winnipeg Transit Fare Products, with the exception of eco passes and post-secondary school passes and Handi-transit monthly passes, unless otherwise requested by Winnipeg Transit;
  - (c) to maintain an adequate level of inventory subject to approval of Winnipeg Transit
  - (d) to provide a positive retail environment including a convenient retail counter for the sale of Winnipeg Transit Fare Products;
  - (e) to provide properly trained staff to operate the AAVM;
  - (f) to provide 120V AC power and a broadband Internet connection;
  - (g) to coordinate all inventory management, delivery, account payment, etc. for all its retail locations through one "point of contact" for Winnipeg Transit.
  - (h) to deliver an acceptable and reasonable level of customer service
  - (i) to attend training and informational sessions when requested
  - (j) to screen customer purchases to ensure that customer are purchasing the appropriate fare product and understand the conditions of the fare product
  - (k) to adhere to the policies and processes communicated by Winnipeg Transit to FPSAs or outlined in the Winnipeg Transit Fare Media Agents Policy and Procedures Manual

## **E8. WINNIPEG TRANSIT OBLIGATIONS**

- E8.1 Winnipeg Transit's obligations will be to provide:
- (a) an AAVM to the FPSA;
  - (b) training support to the FPSA for the AAVM operation in a "train the trainer" format;

- (c) a minimum inventory of Non-reloadable Smart Cards and blank Reloadable Smart Cards to the FPSA as set by Winnipeg Transit;
- (d) promotional support to the FPSA for the sale of Winnipeg Transit Fare Products including such items as:
  - (i) pamphlets;
  - (ii) flyers;
  - (iii) posters;
  - (iv) displays, etc.
- (e) maintenance support to the FPSA for the AAVM.

## **E9. CUSTOMER COMPLAINTS**

E9.1 Due to the possibility of the City of Winnipeg receiving complaints from the public, the City will give the Contractor written notice of any customer complaint regarding the Contractor. Complaints will be categorized by the Contract Administrator or designated City representative as:

- (a) Class 1 – alleged sales agent behaviour , which in the sole opinion of the Contract Administrator or designated City representative, constitutes a potential risk to City staff or the public. This will include actions that could negatively affect the image or integrity of the City of Winnipeg. Examples include but are not limited to sexual harassment, assault and theft.
- (b) Class 2 – alleged sales agent behaviour, which in the sole opinion of the Contract Administrator or designated City representative, does not constitute a risk to City staff or the public. . This will include, but be not limited to, actions such as rude behaviour to customers or violation of Transit policies.
- (c) Class 3 – alleged failure to meet Work Site schedules. This will include, but be not limited to, actions such as not adhering to posted times and dates of operations. A continuation or pattern of Class 2 or Class 3 complaints could result in Contract termination.

A Class 1 complaint is the most serious complaint and could result in contract termination. Class or 2 or 3 complaints could result in remedial actions imposed by Winnipeg transit such as the requirement for training, or changes in processes or direction that must be followed.

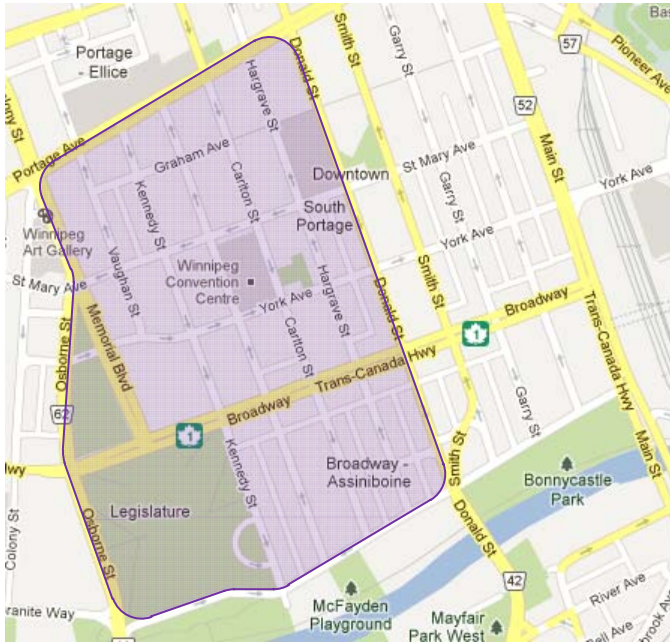
E9.2 The Contractor shall, immediately upon receipt of notice of a Class 1 complaint and within 48 hours of a Class 2 or Class 3 complaint provide notice of any such complaint and, respond in writing to the Contract Administrator identifying:

- (a) If the complaint was accurate or inaccurate; and
- (b) If accurate, the cause and the remedy for the specific problem, and the measures proposed to be made to prevent future occurrences; or
- (c) If inaccurate, a statement of the fact as known by the Contractor.

E9.3 The foregoing shall not in any way limit the authority of the Contract Administrator or limit other remedies available to the City under the Contract or at Law.

## APPENDIX A

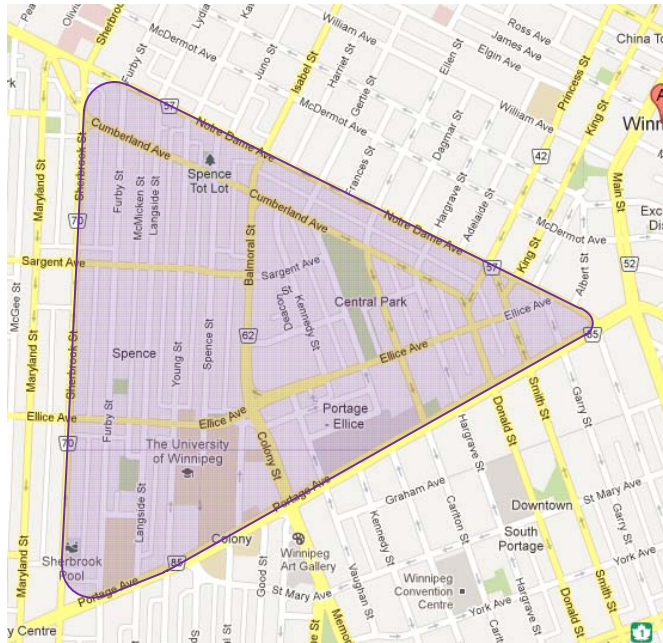
1. On street level, in an area bordered by Portage Avenue on the north, Assinboine Avenue on the south, Osborne Street on the west and Donald Street on the east.



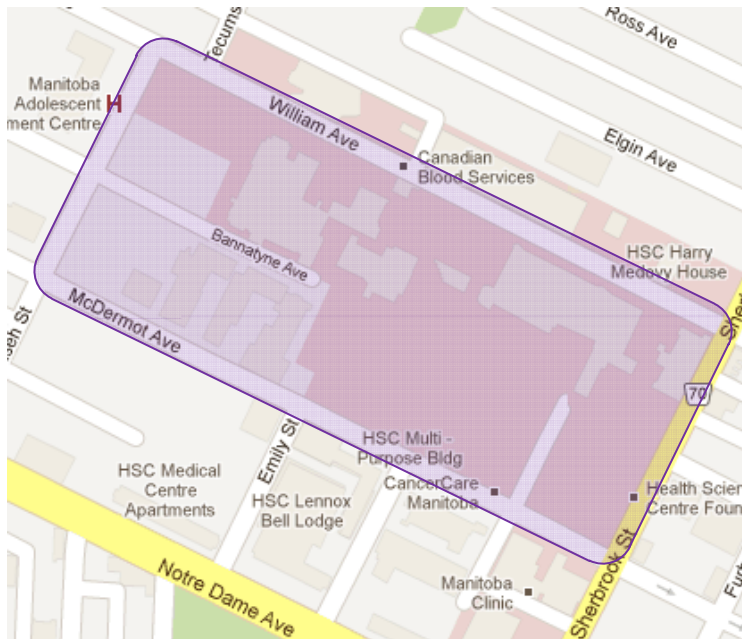
2. On street level, along Portage Avenue between Fort Street and Carlton Street.



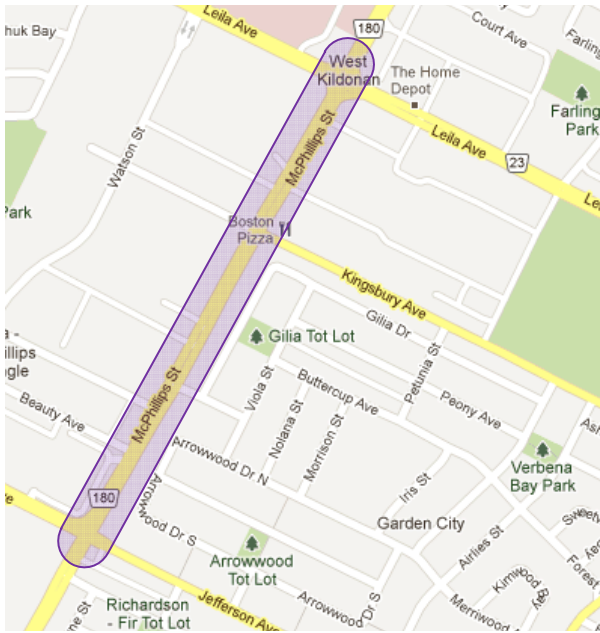
3. On an arterial road, in an area bordered by Portage Avenue on the south, Notre Dame on the north, Sherbrook on the west and Fort Street on the east.



4. In an area bordered by William Avenue on the north, McDermot Avenue on the South, Sherbrook Street on the East and Tecumseh Street on the West.



5. On street level, along McPhillips Street between Leila Avenue and Jefferson Avenue.



6. On street level, along Kildare Avenue E., east of Day Street.

