

**Regional Recreation Corporation of Wood Buffalo (“RRC”)  
Fort McMurray, Alberta  
Request for Proposal (“RFP”)  
For  
Merchant Services Provider**

**RFP # 2019-11-13-Merchant-Services-Provider**

**Closing Time: December 4<sup>th</sup>, 2109, 4:00PM MST**

This is not a tender. This RFP will **not** be publicly opened and read.

## **1.0 DEFINITIONS**

The following definitions apply to the terms used throughout this document:

- 1.1 Closing Time means the date and time for the closing of this RFP as identified in section 3.1.
- 1.2 Contact means the position identified in section 2.2 and is responsible for managing the RFP process through whom all correspondence will flow, including receiving all commercial and technical questions and issuing addenda to this RFP.
- 1.3 Evaluation Team means the individuals who will evaluate the Proposals on behalf of the RRC.
- 1.4 Mandatory Requirements means those requirements in this RFP described with a “must”. Failure to provide mandatory information could result in a Proposal being rejected.
- 1.5 Proponent means a party responding to this RFP.
- 1.6 Proposal means the Proponent's response to the RFP and includes all the Proponent's attachments and presentation materials.
- 1.7 RFP means a Request for Proposal.
- 1.8 RMWB means the Regional Municipality of Wood Buffalo.
- 1.9 RRC means the Regional Recreation Corporation of Wood Buffalo.
- 1.10 Work means the goods and services described in section 2.1 and in detailed in Appendix A.

## **2.0 REQUEST FOR PROPOSAL INVITATION**

### **2.1 *Project Overview:***

The RRC's procurement mandate promotes fair, transparent, and open exchange of opportunities to the public to develop relationships that will support the growth of the RRC.

This RFP is issued to invite Proposals for the RRC's requirements, hereinafter is referred to as Work. See Work definitions that are summarized below and detailed in Appendix A attached within.

Project Name: Merchant Services Provider  
Location: Fort McMurray, Alberta  
Work Description: Seeking a Merchant Service Provider

The contract term for services, warranties, licenses and any other support agreements will be specified in any contract resulting from this RFP.

The Proponent acknowledges and agrees that this procurement process is a RFP and is not a tendering process. It is part of an overall procurement process intended to enable the RRC to identify one or more potential vendors for the requested product or service. The submission of a Proposal does not constitute a legally binding agreement between the RRC and any Proponent.

## **2.2 Contact Information:**

It is the Proponent's responsibility to clarify interpretation of any matter the Proponent considers to be unclear before the Close of Questions Deadline, by contacting:

Supervisor, Supply Chain  
Email: [RFP.Support@RRCWB.ca](mailto:RFP.Support@RRCWB.ca)

All inquiries relating to this RFP shall be directed in writing via email to the Contact above no later than than five (5) business days (November 27<sup>th</sup>, 2019) prior to Closing Time. Contact with any other RRC personnel, consultants, or others affiliates may result in non-acceptance of Proposals and Proponent disqualification.

The RRC is not responsible for any misunderstandings on the part of the Proponent regarding this RFP or its associated process. Questions will be deemed to be received once the questions submitted by Proponents have been received by the Contact noted above.

## **2.3 Delivery Requirements:**

Proposals must be received via email to the email indicated in section 2.2 above before the Closing Time and the subject line must clearly reference this RFP number (**RFP # 2019-11-13-Merchant-Services-Provider**).

Proponents shall submit one copy of their Proposal, via email to the Contact in Section 2.2.

## **2.4 Proposal Validity Period:**

Proposals shall be valid for a period of 90 days from the Closing Date or other such period as may be agreed by the Proponent and the RRC.

**2.5 Proposal Eligibility:**

In order for Proposals to be eligible for consideration, they must:

- 2.5.1 be received by the Contact on or before the Closing Time, at the email address specified in Section 2.2;
- 2.5.2 meet the Delivery Requirements, as specified in Section 2.3;
- 2.5.3 meet the Proposal Validity Period requirements, as specified in Section 2.4 and;
- 2.5.4 include a copy of the Acknowledgement Form – Appendix B signed by an individual authorized to do so on behalf of the Proponent.

**3.0 Instructions to Proponents**

**3.1 RFP Timetable:**

Interested parties should obtain the RFP directly from Alberta Purchasing Connection (APC) or the Regional Recreation Corporation of Wood Buffalo (RRC) websites facilitate receiving any RFP amendments issued.

The timetable below shows the anticipated schedule to award this RFP. The dates shown are estimates. The RRC will strive to meet the activity dates shown; however, the RRC reserves the right to change the schedule as its sole discretion.

Activity	Date	Time
Issuance of RFP:	November 13 <sup>th</sup> , 2019	4:00 PM MST
Close of Questions Deadline:	November 27 <sup>th</sup> , 2019	4:00 PM MST
Closing Date and Time:	December 4 <sup>th</sup> , 2019	4:00 PM MST
Anticipated Award Date:	December 18 <sup>th</sup> , 2019	4:00 PM MST

**3.2 General Conditions:**

**3.2.1 Business Code of Conduct**

Proponents must be aware that RRC employees hold exclusive loyalty to the RRC and must never be put in a position where personal or financial incentives or interests may impair their judgment and ability to make decisions in the best interest of the RRC. Proponents must not offer nor should a RRC employee accept any gifts, gratuities, discounts or any other favors from a supplier or potential supplier to the RRC.

**3.2.2 Consent to Use of Information**

By responding to this RFP, the Proponent consents, and has obtained the written consent from any individuals identified in the Proposal for the RRC to use the personal information provided in the Proposal to evaluate the Proposal. The success Proponent shall provide proof of the consent of individuals as described in this paragraph to the RRC upon request.

### **3.2.3 Conflict of Interest**

Proponents must fully disclose, in writing to the Contact on or before the Closing Time, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to the RFP. The RRC shall review any submissions by Proponents under this provision and may reject any Proposals where, in the opinion of the RRC, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Proponent were to become a contracting party pursuant to the RFP.

### **3.2.4 Alberta's Personal Information Protection Act (PIPA):**

The RRC recognizes that each response may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The RRC also understands that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law.

The Proponent should identify appropriate parts of its Proposal as confidential since this will clearly establish its expectations toward the document, both to the the RRC as a public body and to the Information and Privacy Commissioner in any review or refusal of access. The RRC, however, may not be able to meet these expectations in every instance.

## **3.3 Pre-Submission Requirements:**

### **3.3.1 Pre-proposal Meeting**

A pre-proposal meeting will not be held for this RFP.

### **3.3.2 Request for Extension**

Any request for an extension to the Closing Time will only be considered if received, in writing, five (5) (November 27<sup>th</sup>, 2019) business days before the Closing Time and is requested from multiple firms.

### **3.3.3 Addenda**

The RRC reserves the right to respond to questions, make clarifications and changes, in its sole discretion, to this RFP at any time prior to the Closing Time through the issuance of addendums. Should the RRC issue any addendums to the RFP, the changes will be posted on the Alberta Purchasing Connection (APC) and the Regional Recreation Corporation of Wood Buffalo (RRC) website: no other notices will be issued. Proponents are cautioned to ensure they have received and reviewed all addenda (if any) prior to submitting a Proposal. All addenda issued by the RRC form part of this RFP.

### **3.3.4 Cost of Preparation**

The Proponent is responsible for all costs of preparing and presenting the Proposal.

## **3.4 Submission Requirements:**

**3.4.1** In evaluating the Proposals received, the RRC will consider all of the criteria listed below in Section 3.6, and the RRC will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the RRC has,

and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

**3.4.2** By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the RRC to award points in respect of the criteria noted below (the "Evaluation Criteria").

**3.4.3** Proposals and any accompanying documentation, upon receipt by the RRC, will become the property of the RRC and will not be returned to the Proponent.

### **3.5 Proposal Content:**

Proposals submitted should be in enough detail to allow the RRC to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed Work.

Proposals should contain, at minimum, the following items and should be identified accordingly:

#### **3.5.1 Introduction**

Introduces the Proponent and provides a summary of the qualifications of the Proponent and the Proponent's area of expertise

The Proposal should include:

- i. A description of the overall company, in sufficient detail to explain how the Proponent is organized and its areas of business. The description should be in sufficient detail to demonstrate how the staff, organization and financial resources ensure the ongoing ability to provide timely and professional services to the RRC.
- ii. Summary of the corporate history including the full legal name of the company, company address, name of the President/CEO/Owner/Partner(s) and the date the company started business.
- iii. Provide details of any and all subcontracting arrangements proposed by the Proponent.
- iv. Details of any joint ventures, consortiums or partnerships that may be used to complete the Work.

#### **3.5.2 Experience and References**

Proponent should provide a minimum of three (3) references with contact information for the purpose of evaluation of the Proposal.

References should include:

- a. the name of the references providing the reference;
- b. the contact name, title, address and telephone number;
- c. the size and nature of the client's business;
- d. the period of time dealing with the client.

#### **3.5.3 Proposed Equipment and After-Sales Services**

Proponent should identify persons or teams who will provide specific knowledge and experience in performing work for the project and services requested in this RFP.

Proponents should include a schedule highlighting all critical dates including manufacturing lead times and related delivery information. This schedule should identify responsibilities of both the Proponent and the RRC.

Proponents should:

- a. provide complete breakdown of pricing,
- b. identify any discounts that may apply
- c. provide separate pricing for optional accessories
- d. provide all pricing information in Canadian funds, exclusive of G.S.T.;

Proponents should highlight after-sales service capabilities including service capacities and lead time, stocking capability of replacement parts, delivery lead times of replacement parts, etc.

#### **3.5.4 Additional Information from Proponents**

***If the Proponent wishes to include any other option not specifically requested by this RFP, it may do so by including additional option, as appendices to the Proposal.***

#### **3.5.5 Execution of the Proposal**

Proposals shall be properly executed in full compliance with the following:

- a. proposals shall be signed by an authorized representative for the Proponent; (Appendix B)
- b. if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal (as needed per corporate bylaw) shall be affixed;
- c. if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- d. if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- e. if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

#### **3.5.6 Primary Contact Name**

***Provide the name of a single contact person for all future communications between the Proponent and the RRC. Also provide the name of a secondary contact in the event the primary is not available. These persons will be the sole contacts for the purposes of this RFP.***

### **3.6 Evaluation of Proposals:**

#### **3.6.1 Clarification**

The RRC reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal.

### 3.6.2 Acceptance or Rejection

Proponents are advised that all of the Instructions to Proponents and conditions of the RFP must be strictly complied with and any non-compliance may invalidate the Proposal in question. The RRC reserves the right to reject any Proposal not adhering to material requirement set out in this RFP.

The RRC may, in its sole discretion, accept or reject for its consideration any and all Proposals that contain minor and inconsequential irregularity, or where practicable to do so, the RRC may, as a condition of acceptance of a Proposal, request a Proponent to correct a minor and inconsequential irregularity with no change in proposed price.

The determination of what is or is not a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity, will be at the sole discretion of the RRC.

### 3.6.3 Method

Once a proposal has been accepted as eligible, the RRC will evaluate it using a Weighted Matrix method. A sample matrix is shown in Figure 1 below. During the draft of the RFP, the RRC will select the evaluation criteria and assign a “weight” to each one. The weight indicates each criterion’s relative importance in determining the successful Bidder. Proposals will be evaluated against each criterion using a scoring scale from 0 to 5, with the resulting score then being multiplied by the assigned weight to give a Result. The Results are summed up to give a Total Score for the evaluation. The RRC will assign scores at its sole discretion.

Item	Criteria	Weight	Score	Result
1	Financial Cost	50	4	200
2	Service, Technology, & Support	30	4	120
3	Qualification & Related Experience	10	3	30
4	Quality of Proposal	10	2	20
	<b>TOTAL</b>	<b>100</b>	N/A	<b>370</b>

Figure 1 – Sample Weighted Matrix showing scores and Totals

In this sample, the vendor would have scored **three hundred and seventy (370) out of a possible total of five hundred (500)**. This Total will be compared against all other submissions, with the Proposal with the highest Total being deemed the Winning Proposal.

The RRC recognizes that “Best Value” is the essential part of purchasing a product and/or service and therefore the RRC may prefer a Proposal with a higher price, if it offers greater value and better serves the RRC’s interests, as determined by the RRC, over a Proposal with a low price. The RRC’s decision shall be final.

The RRC may, at its sole discretion, invite one or more Proponents for an interview or request further clarification to address any questions relating to their Proposal(s). Proponents will be responsible for any costs associated with the preparation for, and attendance at the interview to take place at a specified location in Fort McMurray, Alberta. The RRC may, at its sole discretion, select the format for the interview (i.e. in-person, telephone, video-conference, etc.).

The RRC may, if necessary, re-evaluate and adjust the previously determined scores based on the results of the interview(s).

**3.7 *Recapitulation of Proposals***

The RRC reserves the right to internally publish the names of Proponents and any summary cost information deemed appropriate.

**3.8 *Proposal Return***

Proposals and accompanying documentation, upon receipt by RRC, will become the property of RRC and shall not be returned to the Proponent.

**3.9 *Negotiation and Selection***

By submitting a Proposal, a Proponent accepts that a contract may be negotiated between the RRC and the Proponent whose Proposal is evaluated as the best value. The RRC reserves the right to negotiate with any Proponent, or more than one Proponent. If the parties after having negotiated in good faith are unable to conclude a formal agreement, the RRC and the Proponent will be released without further obligations other than any surviving obligations regarding confidentiality and the RRC may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude an agreement with it, and so on until an agreement is reached.

The RRC may at its discretion 1) negotiate with a Proponent to award a contract for all or a portion of the Work; 2) cancel this RFP and issue a new RFP with a new scope of work; or 3) cancel this RFP in its entirety.

**3.10 *Commitment***

Proponents are advised that the RRC makes no commitment under this RFP. Any commitment resulting from this RFP will be made by means of a duly authorized contract.

**3.11 *Business License***

The successful Proponent will be required to obtain licenses to operate in the Province of Alberta. To perform work within the Regional Municipality of Wood Buffalo the successful Proponent will be required to obtain a municipal business license. All costs associated with licensing, insurance and all other requirements are to be borne by Proponent.

**3.12 *Amendment or Revocation of Proposal***

A Proponent may amend its Proposal prior to the Closing Time by submitting a clear and detailed written notice to the Contact. A Proponent may revoke its Proposal at any time prior to an agreement being entered into with RRC by submitting a clear and detailed written notice to the Contact.

**3.13 *Independent Determination***

A Proposal will not be considered by the RRC if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

**3.14 *Funding***

The RRC may cancel this RFP or decide not to enter into an agreement pursuant to this RFP if appropriate budget funding approval is not available.

**3.15 *Disclaimer of Liability and Indemnity***

By submitting a Proposal, a Proponent agrees:

- 3.15.1** to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 3.15.2** that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 3.15.3** that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 3.15.4** that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 3.15.5** to hold harmless the RRC, its directors, officers, employees, agents, advisors, Regional Municipality of Wood Buffalo and all of their respective successors, from all claims, liability and costs related to all aspects of the RFP process;
- 3.15.6** that it shall not be entitled to claim against the RRC, its directors, officers, employees, insurers, agents, advisors and Regional Municipality of Wood Buffalo on grounds that any information, whether obtained from the RRC or otherwise, regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 3.15.7** that the RRC will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the RRC's acceptance or non-acceptance of a Proposal; and
- 3.15.8** to waive any right to contest in any proceeding, case, action or application, the right of the RRC to negotiate with any Proponent for the Contract whom the RRC deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the RRC and acknowledges that the RRC may negotiate and contract with any Proponent it desires.

**3.16 Discretion of RRC**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Article prevail, govern and override all other parts of this RFP. The RRC is not bound to accept any Proposal. At any time prior to execution of the Contract, the RRC may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The RRC reserves the right, in its sole and unfettered discretion, to:

- 3.16.1** utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;

- 3.16.2** negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work;
- 3.16.3** waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 3.16.4** receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 3.16.5** determine whether any Proposal meets the submission requirements of this RFP;
- 3.16.6** negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP; and
- 3.16.7** transfer any negotiated or executed contractual documents to a related corporation.

**3.17 Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the RRC.

**3.18 Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by the RRC, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

**3.19 Representations and Warranties**

- 3.19.1** The RRC makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 3.19.2** Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 3.19.3** No implied obligation of any kind by, or on behalf of, the RRC shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the RRC, are and shall be the only representations and warranties that apply.
- 3.19.4** Information referenced in this RFP, or otherwise made available by the RRC or any of its directors, officers, employees, agents or advisors, is provided for the convenience of the Proponent only and none of the RRC, its Directors, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the RRC any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

## Appendix A – Project Details

### Scope of Work

The Regional Municipality of Wood Buffalo (RRCWB) is seeking proposals from knowledgeable and experienced merchant services providers. The purpose of this RFP is to provide credit card and debit card processing and related services for multiple payment acceptance methods including card- present, card-not-present, online, mobile applications, wireless, recurring billing, and virtual terminal. Through this RFP the RRCWB is looking for ways to reduce costs, streamline processes (including reconciliation) while maintaining security and compliance. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

#### 1 SERVICES TO BE PROVIDED

##### 1.1 Processing Support for Multiple “Brands” and Types of Cards

- The selected vendor must provide processing for multiple “brands” and types of cards. The selected vendor must be able to process Interac, VISA, VISA/Debit, MasterCard, MasterCard/Debit, and American Express transactions.
- Devices must have a tip option
- Devices must have manual transaction capabilities
- The selected vendor must also provide the processing of RRC electronic, reloadable gift cards at RRC’s discretion. These gift cards must have the assigned RRC logo on them.

##### 1.2 Transaction Processing and Settlement

The selected vendor must be able to process transactions and accept settlement files from current systems. Our current monthly transactions are approximately 13, 500 per month at an average total of \$850,000. The method of application varies from standard point of sale equipment, to various types of software using data capture via personal computer, to internet-based applications using third party processors.

The selected vendor shall at a minimum:

- Provide for the authorization and settlement of transactions through the appropriate authorization and settlement networks.
- Provide gross settlement using the Automated Clearing House (ACH) to a designated RRC bank account for all payment and credit records processed.
- Provide research and problem resolution related to transaction and/or settlement discrepancies.

##### 1.3 Reporting

Reporting capabilities must be flexible enough to allow RRC to choose the report that meets their individual need. Provide, at a minimum, daily and monthly detail and summary reports electronically. There may be varying requirements in the amount of detail required. Some will require summary and detail reporting at a higher level than Merchant ID or Terminal ID. For clarity, when several merchant ID numbers roll up to a higher level, we call this the group level. The following is the minimum reporting requirements for the RRC. Please provide samples of your reporting that show each specific requirement. If multiple reporting options are available, provide samples of each.

###### 1.3.1 Daily Reports

###### 1.3.1.1 Daily Sales by Terminal ID and/or Merchant ID credit and debit

- Totals by card type, by Terminal ID, and/or Merchant ID (sales, returns, net sales and transaction counts)
- Totals by card type, rolling up all Terminals ID and/or Merchant ID numbers to a group level (sales, returns, net sales and transaction counts)
- Total by Terminal ID or Merchant ID (sales, returns, net sales and transaction counts)

#### 1.3.1.2 Daily Transaction Activity by Terminal ID and/or Merchant ID

- Total transaction count by card type, by Terminal ID, and/or Merchant ID
- Total summary transaction count by card type, rolling up all Terminal ID and/or Merchant ID numbers to a group level
- Total transaction count by card type for all Locations
- Total transaction count by Terminal IDs and/or Merchant IDs

#### 1.3.1.3 Daily Settlement Reporting by Terminal ID and/or Merchant ID and/or group level

#### 1.3.2 Monthly Reports

##### 1.3.2.1 Monthly Sales by Terminal ID and/or Merchant ID – credit and debit

- Totals by card type, by Terminal ID, and/or Merchant ID (sales, returns, net sales and transaction counts)
- Totals by card type, rolling up all Terminal ID and/or Merchant ID numbers to a group level (sales, returns, net sales and transaction counts)
- Total by Terminal ID and/or Merchant ID (sales, returns, net sales and transaction counts)

##### 1.3.2.2 Year to Date Sales by Terminal ID and/or Merchant ID and/or group level– credit and debit

##### 1.3.2.3 Total by Terminal ID and/or Merchant ID (sales, returns, net sales and transaction counts)

##### 1.3.2.4 Monthly Transaction Activity by Terminal ID and/or Merchant ID

##### 1.3.2.5 Total transaction count by card type, by Terminal ID, and/or Merchant ID

##### 1.3.2.6 Total transaction count by card type, rolling up all Terminal ID and/or Merchant ID numbers to a group level

##### 1.3.2.7 Total transaction count by card type for all Locations and/or Merchant IDs

##### 1.3.2.8 Total transaction count by Terminal ID and/or Merchant ID

##### 1.3.2.9 Year to Date by card type for all Locations

##### 1.3.2.10 Year to Date by Terminal ID and/or Merchant ID

##### 1.3.2.11 Daily Clerk Totals Summary

##### 1.3.2.12 End of Shift Clerk ID report

#### 1.3.3 Other Required Reporting

RRC will require some specialized reporting in order to best manage the contract. Specialized reports may include the following:

- Weekly Chargeback Report detailing all chargebacks processed, dollar amount, and reason for the chargeback.
- Weekly notification of all chargebacks prior to the account being debited. This report can be received via email.
- Monthly summary report that includes totals for both sales and transactions by card type. This summary report should also include Year to Date summary information for both sales and transactions.
- Individual transaction reporting
- Clerk ID's allowed per Merchant ID

#### 1.4 Billing and Administration

Provide a monthly invoice to RRC for all transaction costs (processing fees and other fees) associated with the payment and credit records processed. Include enough back up documentation to support all costs invoiced, including breakout by card type and/or transaction type, gross sales, returns, net sales and transaction counts.

Establish merchant numbers and terminal identification numbers for each RRC Location that will enable the identification of each location processing transactions. Provide a sample invoice with backup documentation.

#### 1.5 Training and Consulting

Provide training to RRC personnel as required related to payment and credit/debit card processing requirements, such as procedures for handling retrieval requests, charge backs, accessing reports and transaction data, and/or other processes and procedures which may be required.

Work in consultation with RRC personnel in contemplating implementation of credit/debit card applications, and to advise the RRC regarding the most cost efficient alternative and/or innovative solution. Keep the Finance Department apprised of any and all changes to the operating regulations as provided by the card associations. Because the bankcard associations have traditionally made it difficult for merchants to obtain these regulations, we must rely on our acquiring bank to assist us in complying with the operating regulations. This is especially key in relation to the evolving rules concerning convenience fees that may or may not be charged to customers.

#### 1.6 Equipment and Software

Provide equipment and software necessary for RRC to process credit/debit cards. Provide requirements for future applications for new RRC Locations accepting credit/debit cards. Provide equipment and software on a lease or rental basis for RRC Locations desiring to implement a pilot project in limited scope to determine feasibility of implementing credit/debit card acceptance. Provide a repair/replacement program for equipment that fails.

#### 1.7 Transition

Provide for the smooth transition of each RRC Location listed in Attachment C: RRC Location Requirements. All costs related to transition must also be disclosed.

#### 1.8 Other/Future Services (Desired Requirement)

The selected vendor would be expected to support future RRC Location implementation(s) with requirements that fall within the scope of this RFP document. It is understood that additional RRC Locations would be supported under the same terms and conditions as the current applications. RRC

expects the selected vendor to monitor industry trends, implement effective technologies, and to work with RRC as they explore electronic commerce options.

- Ability to integrate with Northstar Technologies and Jackrabbit would be an asset. If able to integrate with these systems, please specify any additional costs that would be associated to RRC.

## 2. MANDATORY MINIMUM VENDOR QUALIFICATIONS

Vendors must meet all the following minimum requirements in order to be considered for the contract award. Please indicate whether you can meet each requirement.

### 2.1 General Qualifications

2.1.1 The vendor must have at least three (3) years' experience processing payment records and credit records transmitted for processing and settlement from major credit/debit card processing networks.

2.1.2 The vendor must, at the time of the proposal, or prior to that time if required by law, have all required licenses, bonding, facilities, equipment, and trained personnel necessary to perform the work as required in the request for proposal.

2.1.3 The vendor must use the designated RRC bank account (s) for deposit of funds.

2.1.4 The vendor must have an authorization and settlement system.

2.1.5 The vendor must be able to offer a web-based services product.

2.1.6 The vendor must have central control capabilities.

### 2.2 Processing and Settlement

2.2.1 The vendor must be a full-fledged processor (front-end and back-end).

2.2.2 The vendor must have the ability to do flat fee processing.

2.2.3 The vendor must have print-on-line technology.

2.2.4 The vendor must provide settlement to the RRC Location such that the proceeds from the payment and credit records are deposited into the RRC account(s) no later than 48 hours after the payment and credit records are sent (batched) by the RRC Location applications

2.2.5 At a minimum, the vendor must address the ability of their system to break down information by RRC Location, to section and to fully disclose when money will be transmitted for deposit to the RRC bank account(s).

2.2.6 The vendor must provide daily gross settlement to RRC and monthly billing/invoicing of fees individually by RRC Location.

2.2.7 Support Address Verification Service (AVS) and Security Code (Visa CVV2, MasterCard CVC or Discover CID) data in authorization requests for transactions where either the card is not present, or the magnetic strip is not readable.

2.2.8 Support timeout reversal requests.

2.2.9 Perform an exact validation on the credit card number and the credit card expiration date.

2.2.10 Return an “accept” or “decline” message to the merchant within an industry-acceptable timeframe.

2.2.11 Support adjustments (edits) and voids before transactions are settled.

### 2.3 Payment Card Industry (PCI) Security Standards

2.3.1 The vendor must be compliant with all relevant PCI security standards and must be able to show proof of such certification.

2.3.2 The vendor must provide RRC with expertise and guidance as it works to maintain or achieve PCI compliance among its merchants. The service will include:

- Recommending and evaluating PCI assessors, and providing liaison between RRC and the assessors as needed.
- Assisting RRC in drafting an overall plan to achieve compliance.
- Recommending specific practices that would achieve compliance.
- Participating in the PCI-related meetings and conference calls, as necessary, as RRC’s advocate.

### 2.4 Customer Service

2.4.1 The vendor must provide 24 hour seven days-a-week customer assistance to RRC Locations.

2.4.2 The vendor must assign an account representative to RRC who would be responsible for coordinating all activities necessary to service, train, and implement systems with all RRC Locations that may come under this agreement.

2.4.3 The vendor must agree to provide the necessary staffing to meet all the requirements detailed in this RFP. The vendor agrees to make staff available to meet on-site with the RRC Locations as frequently as needed to ensure that the needs are being met.

If selected as the successful Proponent, the Proponent, at its own expense, must provide a certificate of insurance on which the Regional Recreation Corporation of Wood Buffalo and Regional Municipality of Wood Buffalo are named as an additional insured, and must maintain, with Insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta the following insurance policies:

Workers Compensation Insurance – The firm or individual shall procure and maintain during the life of the Agreement, workers compensation insurance, including employer's contingent liability coverage, in accordance with all applicable statutes.

Commercial General Liability Insurance – The firm or individual shall procure and maintain for the life of the Agreement commercial general liability insurance, including Contractual liability coverage, against claims for personal injury, bodily injury and property damage on an "occurrence basis" with coverage in the amount of five million dollars (\$5,000,000) per occurrence combined single limit.

Motor Vehicle Liability – The firm or individual shall procure and maintain during the life of the Agreement motor vehicle liability insurance with limits of the liability not less than two million dollars (\$2,000,000) per occurrence. Coverage shall include all owner, non-owned and hired vehicles.

Professional Liability - The firm or individual shall procure and maintain during the life of an Agreement professional liability insurance coverage in the amount of two million dollars (\$2,000,000) for each claim.

The said insurance policy is to include provision for the insurers to endeavour to provide the RRC with thirty (30) days written notice prior to cancellation.

Proponent shall furnish documentary evidence satisfactory to the RRC of such policies and of the renewal or continuance of such insurances prior to thirty (30) business days of any expiry date or dates thereof.

Proponent, and not the RRC, shall be responsible for any deductible that may apply in any of the said insurance policies.

## Appendix B – Acknowledgement Form

Company / Proponent Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_ GST#: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Office: \_\_\_\_\_

Email: \_\_\_\_\_ Mobile: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Office: \_\_\_\_\_

Email: \_\_\_\_\_ Mobile: \_\_\_\_\_

By signature below, the Proponent hereby acknowledges that 1) its understands and agrees with the RFP process described in this document, and 2) it has thoroughly reviewed the information contained in this RFP and has complied with the documents making up this Proposal, including all drawings and specifications as may be listed in the Index, and any amendments or addenda thereto:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**(Detach this page and return with your Proposal)**