



**REQUEST FOR PROPOSALS
MARCH 8, 2021**

FOR SUPPLY OF AUTOMATED TELLER MACHINES (“ATM”)

**THE CITY OF MOOSE JAW and GLOBAL SPECTRUM FACILITY
MANAGEMENT, L.P DBA SPECTRA VENUE MANAGEMENT AS
AGENT FOR THE CITY OF MOOSE JAW, SASKATCHEWAN**

**CITY OF MOOSE JAW
SASKATCHEWAN**

**CLOSING DATE:
April 9, 2021 at 2:00 p.m. (Central Standard Time)**

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INSTRUCTIONS TO PROPONENTS

INTRODUCTION

1. The City of Moose Jaw ("The City") seeks proposals from vendors for the supply of Automated Teller Machines at City Facilities (the "Services"). Global Spectrum, L.P dba Spectra Venue Management ("Spectra Venue Management") as agent for the City of Moose Jaw manages Mosaic Place, a multi-purpose arena. The City of Moose Jaw Parks and Recreation Department manages Kinsmen Sportsplex, Phyllis Dewar Outdoor Pool, PlaMor Palace and Yara Centre. The City is seeking vendors who supply automated teller machines ("ATMs") to submit a proposal for ATMs at Mosaic Place, Kinsmen Sportsplex, Phyllis Dewar Outdoor Pool, PlaMor Palace and Yara Centre. Proposals from qualified Proponents shall be able to supply all services listed in Schedule "A" – Service Requirements (the "Services"). The desired term of a new agreement is a three (3) year agreement with the option to be extended for an additional two (2) years.
2. Proponents responding to this RFP should adhere to the guidelines and format described in these documents.
3. **This RFP is not a tender and is not subject to the laws of competitive bidding. No bid contract or agreement is created by the submission of a proposal.**

RFP DOCUMENTS

4. The following documents are attached to and form part of this RFP:
 - Schedule "A" – Service Requirements
 - Schedule "B" – Form of Proposal
 - Schedule "C" – Form of Supply Agreement

INQUIRIES

5. Any inquiries concerning this RFP should be directed by email to the following:
Ryan MacIvor, District General Manager, Mosaic Place
Spectra Venue Management
E-mail: rmacivor@mosaicplace.ca

Scott Osmachenko, Recreation Services Manager
City of Moose Jaw, Parks and Recreation Department
E-mail : sosmachenko@moosejaw.ca
6. Please include the name of your company and "ATM RFP" in the email subject line of any correspondence (example: Company Name - ATM RFP).
7. All inquiries should be submitted by email and received by the City on or before **March 30, 2021 by 2:00pm CST**
8. The City may circulate its response to any inquiries to all proponents in the form of an

addenda, along with the original inquiry and may post such response and original inquiry on www.sasktenders.ca or may choose not to reply to any inquiry. Any such addenda will become part of this RFP.

9. The City may contact you by phone for clarification on your responses.
10. Proponents should refrain from contacting other employees or agents of Spectra Venue Management and/or other employees, agents, or members of Council of the City in respect of this RFP process, including for the purposes of lobbying or attempting to influence the outcome of this RFP process. Any such contact may, in City's sole discretion, result in result in disqualification.

SUBMISSION OF PROPOSALS

11. One (1) electronic copy of the proposal should be submitted by email to recreation@mosejaw.ca by **2:00 pm (Central Standard Time), April 8, 2021** and in addition to the other requirements for submissions, must meet the following:
 - a) Subject line to include: Proponent's name and "ATM RFP";
 - b) Message body to include respondent name, company, contact information and a brief description of the project;
 - c) Submission attachment must be in .pdf format with the Proponent's name and "ATM RFP" in the file name;
 - d) The email must be smaller than 50 MB; and
 - e) If multiple emails are required to transfer the submission, the first email must contain clear instructions on how the additional files integrate into one (1) document.
12. Submissions will be date and time stamped based on the date and time shown when the email is received. If multiple emails are required, the time of the final email will be used.
13. Proposals and accompanying documentation provided to the City in response to this RFP will not be returned.
14. Any proposals received after 2:01 pm on **April 8, 2021** will not be considered.

CONTENT OF PROPOSALS

15. Proposals should be submitted in the form set out in Schedule "B" – Form of Proposal.
16. Proponents may provide additional information beyond that requested in the RFP for the City's consideration. Any such additional information may be considered by the City in its sole discretion.
17. Proponents may be asked to submit additional information pertaining to their past experience, qualifications and such other information that the City might reasonably require.
18. Proponents must advise the City of any actual, potential, or perceived conflict of interest. For the purposes of this RFP, "conflict of interest" includes any situation or circumstance in which, in relation to this RFP, a Proponent has an unfair advantage, a perception of an unfair advantage or engages in conduct directly or indirectly

that may give it an unfair advantage including:

- a) having, or having access to, information in the preparation of its submission that is not available to other Proponent, but such does not include information that a Proponent may have obtained in the past performance of a contract with the City that is not related to the creation, implementation, or evaluation of this RFP or a related procurement;
 - b) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive nature of this RFP; or
 - c) having a close family or business relationship with the City or any member of the City of Moose Jaw City Council, the City Manager or any other executive of the City of Moose Jaw, or any member of the City's evaluation team for this RFP.
19. If the City receives disclosure of any actual, potential, or perceived conflict of interest, the City may, in its sole discretion, take one or more of the following steps:
- a) require the Proponent to address any actual, potential, or perceived conflict of interest to the satisfaction of the City;
 - b) disqualify the Proponent from further participation in the RFP; or
 - c) such other steps as the City may consider appropriate.
20. Further, if the City learns that a Proponent has failed to identify actual, potential, or perceived conflicts of interest, the City may disqualify the Proponent from this RFP or take such other steps as the City may consider appropriate.

COST OF PROPOSALS

21. The City is not responsible for any costs incurred by Proponents in preparing their proposals, attending any meetings or interviews with the City, making any presentations to the City in connection with their proposals, or otherwise incurred in connection with this RFP process.
22. This RFP does not create any legal obligations between the City and any Proponent.

EVALUATION PROCESS

23. Proposals will be opened and evaluated privately.
24. In assessing proposals, the City will take into consideration the following evaluation criteria:
 - a) satisfaction of the specifications for the services identified in Schedule A;
 - b) qualifications, experience and capacity of the Proponent to provide and successfully complete the services required by The City as well as any optional services offered by the Proponent, in a timely, safe, efficient and quality manner;
 - c) proponent's overall fee proposal;
 - d) content of the financial proposal, including but not limited to sponsorship/marketing commitments;
 - e) ability of the Proponent to provide the services required;

- f) the completeness of a Bidder's Bid submission;
 - g) any agreement terms and conditions the Proponent is not prepared to accept; and
 - h) references and experience servicing similar accounts.
25. The City will choose the qualified Proponent with the overall best value proposal, as determined by the City in its sole discretion, having regard to the evaluation criteria referred to above.

Criteria

Ability to meet the City's Minimum Requirements	Pass or Fail
Financial Return to the City	60
Sponsorship Opportunities	10
Qualifications and Experience	10
Service Plan	10
References	10

26. Proposals will be evaluated based on the information provided in response to these Instructions to Proponents. In addition, in assessing the Proponent's qualifications, experience and capacity, The City may also consider the following:
- a) clarifications and/or additional information that may be supplied pursuant to requests from the City;
 - b) interviews and/or reference checks that may be conducted at the City's discretion;
 - c) previous experience of the City in working with the Proponent; and
 - d) information received from any source that the City considers reliable.
27. The City may, in its sole discretion, request clarification from a Proponent during the evaluation process.
28. Proponents are advised that the evaluation process is subjective in nature and the City's intention is to consider, in its sole discretion, each proposal on its merits, without regard to the rules or principles of competitive bidding, including without regard to whether a proposal is compliant with this RFP.
29. The City may short-list Proponents and conduct interviews with short-listed Proponents at its sole discretion. Furthermore, The City may negotiate any and all aspects of a proposal, including but not limited to the fee proposal, and the anticipated agreement terms.
30. An invitation to interview or to negotiate does not obligate the City to conclude or enter into an agreement with that Proponent. The City may interview or may negotiate any aspect of any proposal with one or more Proponents at any time.

31. The City will notify all unsuccessful Proponents after entering into a definitive agreement with the successful Proponent. Unsuccessful Proponents may request a debriefing interview to obtain feedback on their proposal after receiving this notification.
32. The City may contact Proponents for meetings and product demonstrations upon completion of its initial evaluation of proposals.

ANTICIPATED SCHEDULE OF EVENTS

33. The following is the anticipated schedule of events related to this RFP. These dates are provided as target dates only and may be changed at any time by the City in its sole discretion:
 - a) RFP Released..... **March 8, 2021**
 - b) Inquiries Respecting RFP..... **March 30, 2021**
 - c) Closing Date **April 8, 2021**
 - d) Tentative Evaluation..... **April 15, 2021**
 - e) Tentative Award Date/Proponents Notified..... **April 22, 2021**
 - f) Services Implementation Date..... **May 10, 2021**

FORM OF AGREEMENT

34. Any successful Proponent(s) will be expected to enter into an agreement, with such terms as agreed to by the City and a chosen Proponent.

EFFECT OF RFP

35. This RFP is not intended to be a tender or otherwise subject to the laws applicable to competitive bidding. Until such time as the City signs a definitive agreement with a Proponent, the City does not intend to create a contractual relationship including a bid contract (either express or implied) with any Proponent submitting a response to this RFP.
36. Submission of a proposal does not obligate the City to accept any proposal or to proceed further with any of the Services. Consideration of any proposal shall be in the City's sole discretion.
37. Proposals may be withdrawn or amended by Proponents at any time by written notice to The City prior to The City and a Proponent signing a formal contract.
38. Proponents are advised that The City is intending to conduct a flexible procurement process, not subject to the law of competitive bidding, and that The City may, in its sole discretion, at any time and for any reason:
 - a) reject any and all proposals (including, for greater certainty, the lowest cost proposal).
 - b) modify or vary any aspect of this RFP at any time before or after the time for submission of proposals;

- c) extend the deadline for submission of proposals at any time before or after the time for submission of proposals;
- d) accept any non-compliant, conditional or irregular proposal or any alternate proposal, in whole or in part;
- e) discuss the terms of a proposal submitted by a Proponent with that Proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation of that proposal;
- f) allow any Proponent submitting a proposal to modify or vary any aspect of its proposal at any time;
- g) verify or seek clarification of any and all information provided pursuant to this RFP and provide Proponents with an opportunity to correct any defects, informalities or irregularities in their proposal;
- h) negotiate any and all aspects of any proposal of the intended agreement (including, without limitation, provisions relating to fees and/or any scope of work) with any one or more Proponents at any time in its sole discretion, whether before, during or after the selection and evaluation process; and
- i) cancel this RFP at any time for any reason and thereafter proceed in any manner it sees fit, in its sole discretion, including:
 - i. issuing a new request for proposals or other procurement document based on the same or changed specifications, scope of work, or other requirements;
 - ii. entering into sole source negotiations with any one or more of the Proponents or any other person; or
 - iii. cancelling the procurement in its entirety.

CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS

- 39. Proponents are expected to keep confidential all documents, data, information and other materials of The City which are provided to or obtained or accessed by a Proponent in relation to this RFP, other than documents which The City places in the public domain. Proponents are expected not to make any public announcements or news releases regarding this RFP or the entering into an agreement pursuant to this RFP, without the prior written approval of The City.
- 40. Proponents are advised that as a city, The City is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a municipality. Proponents are advised that The City may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
- 41. Proponents are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, Proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in

response to this RFP. **Proponents should identify any information in their proposals that they consider to be confidential or proprietary business information.**

The successful Proponent and associated winning proposal will be public information. In following the Canadian Free Trade Agreement, the following information will be disclosed publicly as per the Owner's *Purchasing Policy*:

- a) a description of the goods or services procured;
- b) the name and address of the procuring entity;
- c) the name and address of the successful Proponent;
- d) the value of the successful proposal;
- e) the date of award; and
- f) if limited tendering was used, the conditions and circumstances described in Article 513 of the Canadian Free Trade Agreement that justified its use.

TRADE TREATIES

42. This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement and the New West Partnership Agreement.

SCHEDULE "A" – SERVICE REQUIREMENTS

BACKGROUND AND DESCRIPTION OF THE SERVICE

The City is seeking vendors to provide seven (7) Automated Teller Machine at the following City Facilities:

- a) Kinsmen Sportsplex at 855 MacDonald St W
- b) PlaMor Palace at 855 Lillooet St W.
- c) Phyllis Dewar Outdoor Pool at 200 Fairford St. E
- d) Mosaic Place at 110 1st Ave NW (3 ATM's)
- e) Yara Centre at 1220 High Street West

There is a requirement for a minimum of 3 ATM's at Mosaic Place with a potential of additional machines added during the term of the agreement.

These services are being sought to give patrons access to cash to make purchases to increase revenue generated at this venue.

The ATMs will be provided, installed, and serviced on a regular basis by the successful proponent. The location of the machines within the facilities will be decided by the City.

TERM

The desired minimum term of the agreement would be three (3) years with an option to renew for an additional two (2) years at the City's sole discretion; however, please specify in your executive summary in Schedule B if you propose a different term. Term will commence May 10, 2021.

SCOPE OF WORK

Kinsmen Sportsplex at 855 MacDonald St W – Year round

The facility houses a community concession, indoor ice arena and swimming pool complex. The arena ice operates from mid-September to March 31. Sportcourt programs run from mid-April to mid-August. A ball diamond, soccer fields and skateboard park are located immediately adjacent to the facility. The pool operates year-round with a 3-week annual maintenance shutdown in June. The facility includes a 25-meter main lap pool, zero entry Leisure pool, whirlpool and water slide.

PlaMor Palace at 855 Lillooet St W. – 5 1/2 months

The facility is a community concession, twin ice arena that operates from approximately Oct 1- March 15.

Phyllis Dewar Outdoor Pool at 200 Fairford St E. – 3 months

The facility is an Olympic sized outdoor community pool located in Crescent Park. The pool operates 12 weeks from June to August.

Mosaic Place (www.Mosaicplace.ca) at 110 1st Ave NW – Year Round

This facility is a 4465-seat arena with 21 suites, containing 210 seats and 132 club seats, and is home to the Moose Jaw Warriors Hockey Club of the Western Hockey League. In

addition to the main arena, the complex boasts an 8-sheet curling facility, a 9500 square foot meeting area with a banquet space, a lounge with a capacity of 150 patrons, and a commercial kitchen.

Mosaic Place holds approximately 100 events annually, with approximately over 115,000 patrons in attendance. Notable events for Mosaic Place over the past several years include: Dolly Parton, Mötley Crüe, Brad Paisley, the Scotties Tournament of Hearts, Carrie Underwood, the Backstreet Boys, Offspring, Alan Jackson, the TELUS Cup, Larry the Cable Guy, Jeff Dunham, and Toby Keith. Further, Mosaic Place is home to the WHL Moose Jaw Warriors and the AAA Moose Jaw Warriors, who play approximately 34 games and 26 games respectively, plus exhibition games. Mosaic Place also houses the Moose Jaw Ford Curling Centre, which hosts a number of commercial leagues, regular leagues and bonspiels.

Yara Center at 1220 High Street W – Year-Round

This facility is a community indoor turf field, indoor track and fitness centre. This facility is home to Moose Jaw Soccer and Saskatchewan Selects Football. This facility hosts special events throughout the winter months, Day camps for children and youth in the summer and a variety of fitness opportunities for all ages.

GENERAL REQUIREMENTS

1. The vendor will construct, provide, install, operate, and maintain a minimum of one (1) ATM machine at each location with the exception of Mosaic Place that must have a minimum of three (3) ATM machines, at its own expense, in accordance with the duties, responsibilities, conditions, terms, covenants, and specifications set forth in this RFP.
2. ATM is defined for purposes of the RFP as an electro-mechanical device, owned, operated and maintained by the vendor, and used by its customers (cardholders having accounts with the vendor or card holders having accounts with other financial institutions which entitles them access) for the purpose of executing banking related transactions solely between the vendor and its customers on an automated basis.

OPERATION AND TECHNICAL REQUIREMENTS

3. Regular events are often held on nights and the weekend. Vendors must restock machines on night and/or weekends within 24 hours and on-call basis. Notwithstanding, vendor are to provide adequate stocking of cash amounts within machines to carry through regular events to minimize disruption of service for the public. Vendors must provide adequate stocking of cash for special events and be aware of special events that impact the stocking of cash. No additional fees are to be charged to the City for emergency stocking.
4. Access to the buildings for servicing available only during business hours of the facility. Access to schedules and special events can be obtained and must be known by the vendor.

5. ATM machines must have design features that include barrier free design and accessibility. (e.g. Braille on numbers & physically accommodating to people in wheelchairs or on scooters.)
6. The City will co-ordinate the installation of any required power and phone/data connection port at each location. Vendor is responsible for all costs related to this installation including all related monthly phone/data fees at a provider of their choice. Final location of machine must be City approved.
7. During the contract term, the vendor's ATM that will be utilized must present a "first class" appearance, technologically state-of-the-art upon introduction into service, and compatible with any space limitations of the premises. The vendor is required to offer utilization of equipment incorporating advanced design/customer service options, e.g., twenty-four (24) hour customer service telephone, audible instructions, multi-lingual display, recessed keyboard, protruding writing ledge, camera providing photographic record of each transaction or constant monitoring, dial back-up; privacy screen, and light compensating screen.
8. At a minimum, the ATM will be:
 - a) Affiliated either with one or more national ATM banking networks, i.e. CIRRUS or Plus, when available in Saskatchewan, and/or one or more regional ATM banking networks, i.e., Interac, and display all such affiliations on the exterior of the ATM;
 - b) Equipped with internal diagnostic equipment to electronically signal the vendor of malfunctions that have or may cause the ATM to become inoperative, e.g., card jam, equipment failure, cash dispensing problems, possible vandalism, electrical overloads, communications breakdown, or an out-of-stock condition;
 - c) Equipped with a placard providing telephone numbers of the vendor's customer service department for use and operational by card holders experiencing difficulty;
 - d) Available for use and operational on a twenty-four (24) hour per day basis throughout the contract term;
 - e) Equipped with a waste paper receptacle;
 - f) Designed to minimize glare and allow the user a feeling of privacy.
9. Title to the ATM equipment and bank fixtures shall remain with the successful vendor. The vendor shall perform all alteration work necessary for the ATM installation, at no cost to the City, and hold the City harmless from any liability directly arising from the installation and operation. Any property or other taxes on the equipment shall be the responsibility of the vendor. The City retains the sole rights for any and all advertising that may be placed on the ATM machines as per an existing in place Advertising agreement with a 3rd Party.

10. City to retain the right to request additional machines at each location and/or add additional City facilities locations throughout the term of this contract. Additional machines or locations will be at the same terms as original bid awarded.

AWARD

11. The award will be made to the compliant bidder, meeting specifications, deemed to have the HIGHEST evaluation criteria consisting of financial return to the City, qualifications and experience, sponsorship, service plan and references.
12. In the event of a tie, the award will go to the Vendor with a registered business office who is physically nearest to the local City of Moose Jaw address of 228 Main Street North, Moose Jaw, Saskatchewan.

GENERAL INSTRUCTIONS ON REVENUE FEES TO THE CITY

13. Variety of pricing options is encouraged based on various transaction fees charged to the user by the vendor (include pricing pages in addition to completed Bid Form information). Vendors are urged to offer a variety of pricing options. The City must approve any increases in the transaction fee charges to users during the term of the contract.
14. Fee's will be paid on a monthly schedule and accompanied with a detailed facility transaction report. Mosaic Place fees will be paid to Mosaic Place and Kinsmen Sportsplex, Phyllis Dewar Outdoor Pool, PlaMor Palace and Yara Centre fees will be paid to the City of Moose Jaw.
15. The successful proponent may be responsible for:
 - a) installing the ATMs under the safety guidelines of the machine manufacturer;
 - b) all costs resulting from malfunction or damage to the installed ATM, or for the loss of any product from the ATM at any time;
 - c) providing any and all equipment purchases and upgrades necessary to provide the required services, and shall be responsible for any related costs;
 - d) accounting related to the ATM;
 - e) providing ATMs that are in good operating order;
 - f) obtaining any required municipal business licenses, and complying with all applicable laws, statutes, regulations, and policies, which apply to the operation of ATMs;
 - g) all costs associated with removing the ATMs at the end of the contract, or upon termination of the contract;
 - h) other such services and responsibilities as may be agreed upon between the parties.

SCHEDULE "B" – FORM OF PROPOSAL

Proponent's Full Legal Name: _____

Business Address: _____

Name and Title of Key Contact Person: _____

Telephone: _____

E-mail: _____

1. EXECUTIVE SUMMARY: Provide an executive summary of your company and proposal, including: the history, size of organization, number of years in business, market share, scope of services, description of ATM and its features, qualifications to provide services, and experience with similar and/or other municipal accounts and/or sports and entertainment venues.

2. PROPOSED SERVICE PLAN: All amounts must be in Canadian dollars. Please indicate if amounts are exclusive of GST/PST as applicable.

2.1 Describe your proposed service plan with a complete description of services to be provided, including but not limited to: which party stocks the ATM, an ATM maintenance schedule/plan, type of ATMs to be installed, and details of emergency and non-emergency repair plans/services/stocking.

2.2 Detail your proposed date of installation and a proposed date of first use.

2.3 Having examined the documents to this proposal; hereby offer to enter into an agreement for a (3) year term (Option for Two (2) Additional Years) to provide ATM services required by the proposal documents for the fixed prices (not including GST) of:

Type of Transaction	Total Fee (CAD)	Percentage to the City (%)

2.4 Provide any additional financial information as required, including but not limited to service fees charges to the user.

3. ADVERTISING

3.1 Describe the financial commitment to marketing and sponsorship (if any) your company would be willing to provide to the City annually under this agreement. Please include any specific terms or conditions related to such financial commitment.

3.2 Would your company allow any advertising positions available on the ATM to be the property of, and under the control of, the City? (Y/N reply. If no, please elaborate in the space below).

YES: NO:

4. ADDITIONAL INFORMATION: Please provide any additional information about your company, equipment and/or products, services etc that has not yet been addressed in this form of proposal.

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5. REFERENCES: Provide three (3) references relevant to the scope of the services set out in this RFP and that have a similar facility make-up and usage as the City.

REFERENCE #1	
Company Name:	
Contact name:	
Title:	
Email address:	
Phone number:	
Website:	
Length of relationship:	
Description of services provided to this company:	

REFERENCE #2	
Company Name:	
Contact name:	
Title:	
Email address:	
Phone number:	
Website:	
Length of relationship:	
Description of services provided to this company:	

REFERENCE #3	
Company Name:	
Contact name:	
Title:	
Email address:	
Phone number:	
Website:	
Length of relationship:	
Description of services provided to this company:	

DECLARATIONS:

We hereby declare that:

- a) no person, firm or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;
- b) this Bid has been prepared without any collusion, comparison or arrangement with any other party that is submitting a Bid for this project; and
- c) this Bid is open to acceptance for a period of sixty (60) days following the Submission Deadline specified in the Instructions to Bidders.

We agree that, if Moose Jaw breaches any of the duties, responsibilities or obligations owed to us as a result of our participation in this procurement process, Moose Jaw's maximum aggregate liability to us will be the reasonable costs actually incurred by us in preparing our Bid. We hereby waive any other claim, including, without limitation, any claim for any loss of profits, in the event that our Bid is not selected by Moose Jaw.

We understand that Moose Jaw may not necessarily accept the lowest or any bid submitted.

SIGNATURES:

Signed and submitted for and on behalf of:

Company: _____
(Name)

(Street Address or Postal Box Number)

(City, Province and Postal Code)

Signature: _____

Name & Title: _____
(Please Print or Type)

Witness: _____

Date: at _____ This _____ day of _____, 2021

Note: Where legal jurisdiction of Owner requirement call for proof of authority to execute this RFP, proof of such authority in the form of a certified copy of a resolution naming the person of person in questions as authorized to sign this RPF for on behalf of the Cooperation or Partnership should be attached.

SCHEDULE "C" – FORM OF AGREEMENT

This License granted this ____ day of _____, 2021

BETWEEN:

THE CITY OF MOOSE JAW, a municipal corporation in the Province of Saskatchewan. (Hereinafter called "the City")

- and -

"NAME"

WHEREAS the City operates recreation facilities Jaw known as the Kinsmen Sportsplex, Phyllis Dewar Outdoor Pool, PlaMor Palace, Mosaic Place and Yara Centre located in the City of Moose.

AND WHEREAS in consideration of fees to be paid and the covenants in this Agreement on the part of "Name", the City grants to the "Name" on the terms hereof the following Agreement:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

To supply Automated Teller Machines (hereinafter referred to as the "Service") at City Facilities for and for no other purpose.

For "Name", its servants and agents, to enter and leave the City Facilities, at all reasonable times, subject to the City's reasonable regulations and security precautions.

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS - In this Agreement, including the recitals and the attached schedules and appendices, the following terms have the meaning indicated:

- a) "**ATM**" means an electro-mechanical device, owned, operated and maintained by "Name", and used by its costumers (cardholders having accounts with the financial institutions which entitles them access) for the purpose of executing banking related transactions solely between "Name" and its customers on an automated basis.
- b) "**Claim**" means any claim, demand, action, cause of action, suit or proceeding;
- c) "**Confidential Information**" means the terms and conditions of this Agreement, all knowledge and information concerning the technical, commercial and business operations of Moose Jaw; any third party proprietary information in the custody and control of Moose Jaw; or any personal information as defined in *The Local Authority Freedom of*

Information and Protection of Privacy Act (Saskatchewan); which may be acquired by the Supplier in the course of negotiation or performance of this Contract;

- d) "**Fee**" means the aggregate or total contract price specified in Commercial Terms for the delivery of the service and performance of any services, excluding applicable GST and PST which is required to be levied on such fee;
- e) "**Facilities**" means Kinsmen Sportsplex, Phyllis Dewar Outdoor Pool, PlaMor Palace, Mosaic Place and Yara Centre located in the City of Moose.
- f) "**GST**" means the goods and services tax as provided for in the *Excise Tax Act (Canada)*, or any successor or replacement Laws;
- g) "**Laws**" means any applicable federal, provincial, or local law, regulation, bylaw, ordinance, rule, permit, license or code of every relevant jurisdiction that in any manner affects the Goods and any Services or the performance of the Supplier's obligations under this Contract and any order, decree, authorization or approval, or other binding determination of any relevant governmental authority, body, tribunal or agency with jurisdiction over the foregoing;
- h) "**PST**" means provincial sales tax as provided for in *The Provincial Sales Tax Act (Saskatchewan)*, or any successor or replacement Laws;
- i) "**Services**" means the performance of all ATM services set out this Agreement.

1.2 RULE OF INTERPRETATION

If there is a conflict or discrepancy between, among or within any provisions of this Contract imposing obligations on the Contractor, the more stringent requirement, specification, standard, criteria, warranty or obligation governs.

1.3 ENTIRE AGREEMENT

This agreement constitutes the entire and only agreement between the parties and supersedes and cancels all pre-existing agreements and understandings between the parties relating to the subject matter of this agreement.

Moose Jaw rejects all Alternative Terms. Moose Jaw's acceptance of the Goods or any Services is not an implied acceptance of any Alternative Terms.

2. TERM OF AGREEMENT

- 2.1** The term of this Agreement shall be for an initial term of three (3) years commencing the May 10, 2021 and ending May 9, 2024 with an option to extend another two (2) years on mutual agreement.
- 2.2** Name will construct, provide, install, operate, maintain and provide all security for six (6) ATM machines at each location at its own expense, in accordance with the duties, responsibilities, conditions, terms, covenants and specifications set forth in this agreement and the RFP, "RFP for the Supply of Automated Teller Machines".

3. TERMINATION

- 3.1** The City and "Name" hereby mutually agree each with the other as follows:
- a) Either party may terminate this agreement at any time, on not less than sixty (60) days written notice of intention to do so.
 - b) If at any time "Name" is in default in the performance of any of the covenants and agreements herein set forth to be performed by "Name" and such default continues for fifteen (15) days after receipt by "Name" of notice in writing from the Director setting out the particulars of such default, the City shall have the right to terminate this Agreement forthwith, and thereupon all the rights of the "Name" under this Agreement shall immediately cease, determine and be at an end.

4. "NAME" COVENANTS

4.1 QUALITY REQUIREMENTS

"Name: acknowledges and agrees that:

- a) all Services must conform to and meet all applicable specifications, drawings and descriptions set out in Schedule A – Scope of Supply of the RFP and all other requirements of this agreement;
- b) ATM's will be serviced at minimum weekly and will contain a minimum of \$XXXXX at Mosaic Place and a minimum of \$XXXX at other facilities.
- c) unless otherwise stated in this agreement, all Services must be of good quality, new and undamaged;
- d) the Services must be fit and suited for the City's purpose;
- e) any Services must be performed in accordance with prudent industry standards for services of a similar nature, having regard to the requirements of this agreement.

4.2 SERVICES PROVIDED BY THE SUPPLIER

When any aspect of this agreement involves attendance at or the performance of any Services at a site owned or occupied by the City, the following provisions apply:

- a) "Name" shall, and shall cause all persons involved in any Services at the Delivery Location to, comply with the City's safety policies and all other site rules and regulations;
- b) ensure that the service comply with all applicable Laws;
- c) "Name" shall ensure that workers' compensation covers all workers engaged in performing any Services in accordance with the Workers' Compensation Act.
- d) "Name" shall have complete control and responsibility for the safety and health of all persons involved in performing any Services, and shall take all necessary precautions to guard against any person being injured or damage to property during the performance of any Services;
- e) "Name" shall not engage any city councilors, agents, officers, directors or employee for any involvement in the provision of the service.
- f) "Name" shall notify the City in advance of any hazardous materials that it intends to bring onto such site, and provide the City with the appropriate Material Safety Data Sheets for such materials;

4.3 LIABILITY INSURANCE

Name" shall throughout the term of this Agreement provide and keep in force for the benefit of the City and "Name" general liability insurance in an amount of not less than;

- a) \$5,000,000 in respect of injury to or death of any one person or property damage; that all insurance shall be effected with insurers and upon terms and conditions satisfactory to the City;
- b) "Name" shall promptly furnish to the City copies of insurance policies or other evidence satisfactory to the City of insurance and any renewals of it; the City shall be listed as an additional insured on the "vendor's" Liability Insurance Policy pertaining to this agreement;
- c) the insurance policies shall provide that the City shall also be notified in writing of cancellation or changes to the policy's 30 days in advance of such cancellation or change;
- d) that if "Name" fails to insure as required or fails promptly to furnish to the City satisfactory evidence of insurance, or of the renewal of any policy before its expiration, the City may effect such insurance for the benefit of "Name" or the City for a period not exceeding one (1) year, and any premium paid by the City shall be recoverable from the "Name" on demand as additional fees.

- e) "Name" shall maintain commercial general liability insurance with a limit of not less than \$5,000,000 per occurrence.
- f) The terms of such insurance must be satisfactory to City, acting reasonably and the Supplier shall provide City with satisfactory proof of such insurance coverage upon request.

4.4 INDEMNITY BY "NAME"

"Name" agrees to indemnify the City against all liability, claims, damages or expenses arising out of any act or neglect by the "Name", its servants, employees, agents, invitees or "Name in and about the facilities, or arising out of any breach by the "Name" of any provision of this Agreement, including liability for injury or damage to the person or property of the "Name's servants, employees, agents, invitees or "Name".

4.5 PAYMENT OF FEES

- a) "Name" agrees that during the term of this agreement, the transaction fee for all Automatic Teller Machines supplied by "Name" will be \$XXX (Canadian dollars). "Name" agrees to pay the City of Moose Jaw XX percent (XX%) for each transaction.
- b) The City must approve any increases in the transaction fee charges to users during the term of the contract.
- c) Each payment will include a transaction report at each ATM at each facility and be only for the value of the Services performed as of the invoice date.
- d) Each payment must separately identify all GST and PST which applies to the invoiced amount.
- e) Payment of all undisputed amounts of each invoice is due within 30 days after receipt of such invoice by Moose Jaw, provided "Name" is otherwise in compliance with this Agreement.
- f) If the amount of any invoice is disputed by Moose Jaw, Moose Jaw shall give prompt notice of the disputed amount with reasons and will not delay payment of the remainder of the invoice.
- g) Payment of fees will be done monthly in a mutually agreed upon format. Mosaic Place fees will be paid to Mosaic Place and Kinsmen Sportsplex, Phyllis Dewar Outdoor Pool, PlaMor Palace and Yara Centre fees will be paid to the City of Moose Jaw.

4.6 CONFIDENTIALITY

Without the prior written consent of the City, "Name" shall:

- a) keep all Confidential Information strictly confidential;
- b) not divulge to any third party any Confidential Information;

- c) not make any commercial use whatsoever of any Confidential Information;
and
- d) only use Confidential Information solely for the “Name” performance of this Agreement.

4.7 QUITTING OF PREMISES

That at the expiration, cancellation or determination of the term the “Name” will vacate and leave the facilities in good repair, reasonable wear and tear only excepted.

4.8 ASSIGNMENT

Withheld at the City's sole discretion.

4.9 DAMAGE TO OR ALTERATION OF FACILITY

“Name” will not damage or mar, nor in any manner deface the Facilities, and will not cause anything to be done whereby the Facility will be in any manner damaged, marred or defaced, and will not make alterations or modifications of any kind thereon without the prior written consent of the City.

4.10 DAMAGE AND RESTORATION OF THE FACILITIES– “Name” agrees that if the Facilities are damaged by the act, default or negligence of the Name, employees, contractors, or any person admitted to the Facility, “Name” will pay to the City, on demand, such sum as is necessary to restore the Facility to its condition as of the date herein.

5. CITY'S COVENANTS

The City covenants with the “Name” as follows:

5.1 SOLE CONCESSION

That “Name” shall have exclusive rights to ATM Services for the term of this agreement.

5.1 ELECTRICITY

To supply electricity in reasonable amounts to the ATM without charge to “Name”.

6 PROVISOS

6.1 Provided always and it is agreed between the parties as follows:

6.2 NO WAIVER

The City by accepting any statement of gross sales submitted by the “Name” (whether audited or otherwise) or any payment based thereon shall not be deemed to have waived any of its rights under this Agreement, and the City shall be entitled at all times to

have the records of "Name" relating to its gross sales specially audited by an accountant with a professional designation as designated by the City.

6.3 NO LIABILITY ON CITY FOR INTERFERENCE

The City shall not be liable to the "Name" for any interference or inconvenience caused by damage to the facilities or any part of it, or by repairs, alterations, improvements or construction, or by failure or interruption in the supply of electricity, or any other facility or utility.

6.4 CITY NOT LIABLE FOR LOSS

Neither the City nor its agents shall be liable for the loss of any property by theft or otherwise, and all property kept or stored shall be at the sole risk of the "Name".

6.5 BANKRUPTCY OF "NAME"

If: "NAME"

- a) the "Name" is adjudicated as bankrupt, or adjudged to be insolvent, or
- b) a receiver or trustee of the "Name's" property and affairs is appointed, or
- c) the "Name" makes an assignment for the benefit of creditors or files a petition in bankruptcy or insolvency or for the appointment of a receiver, or
- d) any execution or attachment is issued against the "Name" or any of the "Name's" property under which any person other than the "Name" attempts to take or occupy any of the "Name's" rights under this Agreement, and the execution or attachment is not set aside, vacated, discharged or bonded within fifteen (15) days after its issue, or
- e) the "Name" attempts to execute a bulk sale, this Agreement may, at the option of the City be cancelled, whether the term has commenced or any moneys have been prepaid or not, by delivering to the "Name" notice to that effect, and upon such delivery this Agreement shall cease, but without prejudice to any rights of the City which had accrued before the cancellation.

6.6 NOTICE

Notices shall be given to the City at:

City of Moose Jaw
228 Main Street North
Moose Jaw, Saskatchewan S6H 3J8
Attention: Director, Parks and Recreation

and to "Name" at:
"NAME"
"ADDRESS"

and the "Name" shall at all times in dealing with the City deal solely with the Director of Parks and Recreation or his designate.

6.7 NON-WAIVER OF DEFAULT

The waiver or acquiescence by the City of or in any breach by the "Name" of any covenant or condition shall not be deemed to be a waiver of the covenant or condition or any subsequent or other breach of any covenant or condition of this Agreement. Name shall be an independent contractor and not an agent or representative of the City. Nothing contained in this Agreement shall create any contractual relationship between the City and any subcontractor, nor an employment relationship between the City and any of the Personnel.

6.8 ARBITRATION

Any disagreement or dispute amongst the Parties over the interpretation of this Agreement will be resolved by a single arbitrator appointed and acting pursuant to *The Arbitration Act, 1992* (Saskatchewan), whose decision will be final and binding. Both Parties will bear the cost of the arbitration equally and each party will be responsible for all the costs of its own professional consultants and legal representatives.

IN WITNESS WHEREOF the **City of Moose Jaw** has executed this Agreement as attested to by the signature(s) of its proper signing officer(s) this ____ day of _____, 2021.

**THE MUNICIPAL CORPORATION OF
THE CITY OF MOOSE JAW**

MAYOR

CITY CLERK

IN WITNESS WHEREOF the **Name** has executed this Agreement as attested to by the signature(s) of its proper signing officer(s) this ____ day of _____, 2021.

NAME

Per: _____

Per: _____