

925-2010 ADDENDUM 1

AUTOMATIC FARE COLLECTION SYSTEM

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE REQUEST FOR PROPOSAL

ISSUED: February 14, 2011 BY: Carmen Sorby TELEPHONE NO. (204) 986-3855

THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Proposal may render your Proposal non-responsive.

PART A - BID SUBMISSION

Replace: 925-2010 Compliance Matrix with 925-2010 Addendum 1 - Compliance Matrix.

Replace: 925-2010 Detailed Pricing Schedule with 925-2010 Addendum 1 – Detailed Pricing Schedule.

PART B - BIDDING PROCEDURES

Revise B8.2 to read:

- B8.2 The Technical Proposal shall consist of the following elements:
 - (a) Form A: Proposal;
 - (b) Corporate Qualifications;
 - (c) Compliance Matrix;
 - (d) Technical Description; and
 - (e) Form Q: Project References

Revise B8.3 to read:

- B8.3 The Technical Proposal should also consist of the following elements:
 - (f) Executive Summary;
 - (g) Project Management;
 - (h) Schedule;
 - (i) Customer Service Web Site; and
 - (j) Operating and Support Services.

Revise B10.1 to read:

B10.1 A detailed project schedule, using MS Project, **should** be provided that displays project milestones and key deliverables and is based on receiving a Notice to Proceed on June 30, 2011.

Revise B12.4 to read:

- B12.4 In addition to the functionality of the complete system it should include descriptions of all the features stipulated in PART E SPECIFICATIONS. A detailed description of the following items should be included in the relevant sections:
 - (k) Handling of coin boxes;
 - (I) Ability of on-bus equipment to tolerate being parked outside overnight in winter, in Winnipeg;
 - (m) Functionality of the customer service web site;
 - (n) Capability to incorporate future system changes;
 - (o) Capability to provide variable fares by time-of-day (refer to section E4.11(f)));
 - (p) A comprehensive and coherent description of how the information system requirements will be met, as stipulated in Section E52.

Revise B14.1 to read:

B14.1 The Bidder **shall** provide the following information to indicate why they are qualified to complete this Contract.

Revise B14.7 to read:

B14.7 Financial should provide sufficient information to permit the City to assess **the Bidder's** financial capability to complete the project successfully. The City retains the sole and absolute discretion to decide whether the information provided, all as described herein, are adequate to permit the City to conclude that the Bidder is financially capable of successfully completing the project. A positive determination of the Bidder's financial capability to complete the project successfully is a mandatory requirement for a Bidder's Proposal to be considered in accordance with B20.1(b).

Revise B14.8 to read:

B14.8 This section is <u>not to exceed 15 pages excluding the financial statements and must not include any pricing information.</u>

Revise B15.10 to read:

B15.10 This section is not to exceed 25 pages and must not include any pricing information.

Revise B16.3 to read:

B16.3 This section is <u>not to exceed 25 pages and must not include any pricing information</u>.

Revise B17.8 to read:

B17.8 This section is <u>not to exceed 25 pages and must not include any pricing information</u>.

Revise B18.1 to read:

- B18.1 The Bidder **shall** complete a minimum of three (3) copies of Form Q: Project References, making required entries. A reference should be provided for three projects including at least:
 - (a) One comparable smart card fare collection system; and
 - (b) One comparable validating farebox system or equivalent.

Revise B18.8.1 to read:

B18.8.1 The contact person should be able to communicate comprehensibly in English; either directly or with the assistance of a competent interpreter.

Revise B27.1 to read:

- B27.1 Notwithstanding B8, with the exception of **B2**, if a Bidder's Submission is not strictly in accordance with any provision of this RFP, the City may, at its option:
 - (c) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
 - (d) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.
- B27.1.1 If the non-conformance is an omission, the City may, at its discretion, give the Bidder up to five (5) Business Days to supply the omitted material.

Revise B27.2 to read:

B27.2 If the requested information is not submitted by the time specified in B27.1.1, the Submission **may** be determined to be non-responsive.

Revise B28.1 to read:

B28.1 The RFP and project schedule is summarized in the following table; however, it should be used only as a guide since the City may revise the schedule at any time to suit its requirements.

Activity	Milestone Date
Release of RFP	Jan 18, 2011
Bidders' Conference	Jan 31, 2011
Deadline for Submission of Questions	Feb 4, 2011
Proposal Submission Deadline	March 9, 2011
Requests for Clarification – Issue	April 11, 2011
Requests for Clarification – Response	April 18, 2011
Presentations (if required)	April 25 to 29, 2011
Contract Signing and Issuing of Notice to Proceed	June 30, 2011
System Acceptance Test/Start of Revenue Service	Nov 30, 2012
Revenue Acceptance Test Deadline	Feb 28, 2013

Table 1 RFP Schedule

Revise B29.9 to read:

B29.9 Further to B29.1 (g), the Evaluated Bid Price shall be the adjusted lump sum firm price shown on Summary Sheet of the Detailed Pricing Schedule.

Revise B29.11 to read:

B29.11 Notwithstanding B29.1, where Bidders fail to provide responses to B8.3, the score of zero will be assigned to that Section.

PART D - SUPPLEMENTAL CONDITIONS

Revise D2.1 to read:

- D2.1 Notwithstanding C2.4, the documents listed below will form the Contract. If there is any discrepancy between the provisions of one document and the provisions of any other document that appears on the list, the provisions of the document that appears earlier on the list shall take precedence:
 - (a) The executed agreement between the City and the Contractor shall govern over all schedules and other documents forming part of the Contract;
 - (b) Responses to Requests for Clarification;
 - (c) Contractor's Proposal Compliance Matrix;
 - (d) Contractor's Proposal;
 - (e) Addenda to RFP;
 - (f) the Supplemental Conditions shall govern over the General Conditions;
 - (g) the General Conditions shall govern over Specifications;
 - (h) Specifications of a later date shall govern over Specifications of an earlier date.

Revise D3.1 to read:

D3.1 The Work to be done under the Contract shall consist of the design, supply, delivery, installation, commissioning, warranting and servicing of a turnkey **automatic** farebox fare collection system for conventional and BRT buses operated by Winnipeg Transit.

Add D3.4 to read:

D3.4 The Contractor shall perform the Work in accordance with the Approved SDS Documents.

Revise D3.2 [c] to read:

D3.2 [c] The Contractor shall be responsible for installing, commissioning, warranting and servicing of all on-bus equipment and of all other non-bus hardware and/or software required for the system, except for the Infodev-supplied Wi-Fi communications utility, to meet functional requirements;

Revise D4.1 to add the following definition:

D4.1 (d) "Award Authority" means the City of Winnipeg;

Revise D11.1 to read:

D11.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's), **that is required pursuant to any applicable Act or Regulation**, for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than the date specified in C4 for the return of the executed Contract.

Revise D18.1 to read:

D18.1 Further to C10, payment shall be in accordance with the following payment schedule:

Milestone	Payment
Submission and Approval of All Systems Design Specifications Documents	10%
Successful Completion of First Installation Acceptance Test	10%
Installation of All Equipment	30%
Successful Completion of System Acceptance Test and Commencement of Revenue Service and Completion of all Training Programmes	35%
Successful Completion of Revenue Acceptance Test	5%
Successful Completion of six (6) month Operational Performance Test and Completion of all Escrow Obligations	10%

Table 2 Payment Schedule

Revise D20 to read:

D20 INTELLECTUAL PROPERTY RIGHTS

- D20.1 The City will own all intellectual property rights, including copyright **and moral rights**, in and to the **automatic fare collection system** product developed for the City pursuant to the Contract resulting from this RFP, either by the Contractor or its subcontractors.
- D20.2 With respect to the pre-existing Contractor software and intellectual property not specifically developed for City pursuant to the Contract resulting from this RFP, the City will receive a perpetual, irrevocable, non-exclusive, royalty free license from the Contractor to use such software and intellectual property for the purpose of implementing and operating the smart card **automatic** fare collection system procured pursuant to the Contract

Revise D21 to read:

D21 INTELLECTUAL PROPERTY INDEMNITY

D21.1 The Contractor must defend, indemnify and save harmless the City, its officers, employees, agents, successors and assigns, against all claims, action, suits and proceedings, including all costs incurred in connection with any patent, copyright, moral right, trademark or industrial design or the use or misuse of any of them in connection with its Proposal **and the automatic fare collection system**, which indemnity must extend to and be incorporated in any contract awarded to the successful Contractor.

Revise D22 to read:

D22 PROVISION OF SOURCE CODE

"Source Code" of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.

- D22.2 The Contractor acknowledges that the City's ability to utilize the Software will be seriously jeopardized if the Contractor fails to maintain or support such Software unless complete Source Code for the Software and related Documentation is made available to the City for the City's use in satisfying the City's maintenance and support requirements. Therefore, the Contractor agrees that if an "Event of Default" occurs, then the Contractor shall promptly provide to the City one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- D22.3 An Event of Default shall be deemed to have occurred if the Contractor:
- D22.3.1 Ceases to market or make available maintenance or support Services for the Software during a period in which the City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and the Contractor has not promptly cured such failure despite the City's demand that the Contractor make available or perform such maintenance and support;
- D22.3.2 Becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings;
- D22.3.3 Ceases business operations generally; or
- D22.3.4 Has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of the Contractor set forth in this Agreement.
- D22.4 The Contractor will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Software and available program maintenance Documentation which comprise the pre-coding detail design specifications, and all other available material necessary to allow a reasonably skilled programmer or access the Software without the assistance of the Contractor.
- D22.5 The governing License for the Software includes the right to use Source Code received under this Section as necessary to modify, maintain, and update the Software irrevocably, perpetually and without royalty.
- D22.6 The Contactor will deposit in escrow with its Escrow Agent a copy of the Source Code which corresponds to the most current version of the Software in use by the City, including all updates and modifications. The City shall pay the fees for new account set-up and annual fees of the Escrow Agent for services provided, including any fees to add the City as a beneficiary to such escrow and any verification and testing of the escrow deposit which may be undertaken by the Escrow Agent at the City's request. The Contractor's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve the Contractor of its obligations to the City described in this Section.

PART E - SPECIFICATIONS

Revise E3.1 to read:

E3.1 The plan is to procure an **automatic** transit fare collection system that collects, validates and counts cash fare payments, issues and accepts a paper transfer and accepts contactless smart cards that may be configured as time passes, period passes, multi-ride e-tickets, single ride e-tickets and as e-cash to be used by passengers to pay a fare and for transfers.

Revise E4 to read:

E4 AUTOMATIC FARE COLLECTION FUNCTIONALITY

Revise E4.11 (c) to read:

E4.11 (c) Language Flag – a data field reserved on the smart card that can indicate the language in which the passenger would like to have all farebox and SCAD passenger information displayed from among a list of languages, itemized in Appendix F7. Winnipeg Transit will provide the translations for the passenger information from English into the other languages. Bidders should indicate whether their system is designed using language tables and whether there is any impact on the smart card being proposed in order to carry a language flag for the number of languages indicated.

Revise E4.13 to read:

E4.13 There are some functionalities that the City would like the system to provide but are not considered requirements for a compliant Proposal. It is desirable that the system support the functionalities listed below. The Bidder should make it very clear in their Proposal which capabilities will be included in the base price, which are available for an additional price and which are not available.

Add E4.13 (g) to read:

E4.13 (g) Near Field Communications – to enable fare payment to be made using a mobile device that has NFC capability and that carries the transit fare payment application

Revise E4.14 to read:

E4.14 The system should also enable any passenger display on the farebox and SCAD to be provided in the language indicated by the language flag carried on the passenger smart card. The Bidder should indicate whether the passenger display on the proposed farebox and SCAD are alphanumeric displays or graphic displays. Bidders should be aware that graphic displays may be required to display several of the 'character-based' languages. The default passenger display should be Canadian English.

Revise E6.1 to read:

E6.1 The system **shall** include an Autoload function so that pre-approved passengers with registered smart cards can purchase threshold or periodic reloads on a regular basis without having to contact the City's Transit Department for each purchase.

Revise E7.4 to read:

E7.4 The Bidder should indicate **whether** its **proposed** system is PCI DSS compliant and certified. If not, the Bidder should describe in detail its plan and schedule to become PCI DSS compliant **and certified**.

Delete E9 in its entirety

Revise E4.11(e) to read:

E4.11(e) **Zonal Fares** – the systems should be able to set fares **based** on a zonal fare structure;

Revise E13.4 to read:

E 13.4 The bar code will also contain a secret security number that will be valid only for that date and that will be the same as the secret security number on the bar code of all cash transfers issued on that date throughout the system. For a transfer to be accepted as valid, the bar code must carry the secret security number for that date. This secret security number can be calculated as a random number by the central system and then downloaded each day to each farebox as part of the equipment operating parameters for that day. Alternatively, the secret security number can be calculated each day by the farebox or the onboard paper transfer issuer/reader using a private key and an on-board **Security Access Module (**'SAM'). The Bidder should explain how its system will meet this requirement.

Revise E18.2(d) to read:

E18.2(d) It should be capable of recognizing at least one version of a special coin called the "Blue Loonie", which is a token-based loyalty program sponsored by the Downtown Winnipeg Business Improvement Zone (BIZ).

Bidders should indicate the marginal cost in their base proposal of accommodating the Blue Loonie as a Comment on the Equipment Tab on the Detailed Pricing Schedule. More information is available on the following website web site http://www.downtownwinnipegbiz.com/home/getting_around/blue_loonie/

Revise E20.2 to read:

E20.2 In order to communicate with the central server, the Bidder is required to use the existing Wi-Fi 802.11(a/b/g/n) data communication utility supplied by Infodev to provide wireless communications to all buses for its AVL system when the buses are in the range of the Wi-Fi antennae installed at both garages. Information about the Infodev Wi-Fi system is provided in Appendix F5.

Revise E20.3 to read:

- E20.3 The central system should be able to communicate at any time with every bus that is in the revenue servicing lanes or that is parked in any of the storage lanes without any operator intervention provided the bus ignition is on **and communicating with the Infodev Wi-Fi** to:
 - a. Retrieve all payment transaction or event data from the buses, and
 - Publish equipment operating data including faretables, messages, hot card lists, Autoload lists and other action instruction items.

Revise E32.1 to read:

- E32.1 The purpose of the Customer Service Terminal (CST) is to allow City employees and third party service providers operating under contract with the City, to respond to passenger requests:
 - (i) To purchase, register and personalize a smart card;
 - (i) To reload a smart card;
 - (k) To report a lost or stolen card;
 - (I) To answer general questions related to the card; and
 - (m) To be able to set-up Autoloads for customers.

Add E32.7 to read:

E32.7 Bidders should indicate how their proposed Customer Service Terminal will be operated by third party service providers that are not located on City premises.

Revise E37.4 to read:

E37.4 On-bus communications should employ recognized standards such as SAE J-1708, **SAE J-1587**, RS-232 and RS-485. The Proposal should clearly state which ones are being proposed.

Revise E52.2 to read:

E52.2 All information systems equipment (such as desktop computers, servers, wireless access points and network components), **including standard operating systems**, will be supplied by the City. All equipment needs to be part of the overall managed network solution, and it should be possible to monitor, upgrade, and integrate it. Any required modifications will be performed by City's IT staff.

Revise E78.4 to read:

E78.4 Manuals should be in a format that is easy for the City to copy or re-print without restriction or license for distribution to all employees that need to know how to use or maintain equipment or software. **The Contractor should provide electronic copies of all manuals to facilitate their reproduction.**

Revise E80.2 to read:

E80.2 The Bidder will describe the support available (phone, email, on-site), both during the warranty period and after the expiry of the warranty period, for different categories of failure as described in Section **B17.2**, including examples of failures in the category, what sort of support will be provided and how quickly it will be provided.

PART F - APPENDICES

Revise F5.3 (a) to read:

F5.3(a) Hardware Specification - A new on-board router to be installed by Infodev at the time of implementing the new fare collection system will give access to an 802.11a/b/g/n Wi-Fi network through an RJ45 connector. The Ethernet port operates at 10/100 Mbit/s with auto-MDI/X. In most instances, the router and relay are located adjacent to the MCU.

Add F5.3 (e) to read:

F5.3(e) Central Clock - The clock system is GPS-based. The MCU will broadcast a User Datagram Protocol ('UDP') message with the time/date information 5 minutes after each ignition (defined as an event when the run switch is turned on). The time/date will be also incorporated into each response of current Bus Stop ID number request from the AFC system.

Revise F6.2 Paragraph 7 to read:

Passes, tickets and paper transfers are purchased for the entire year and are stored in a secure vault and storage room at the Garry Street facility. Transfers are produced in the same colour paper stock for the year but are printed with a unique date and month indication. Farebox handlers **currently** deliver transfers each day to the **Osborne Street** and **Main Street** garages for distribution to bus operators at the start of their shift. Each of Winnipeg Transit's 1,000 bus operators is issued a transfer punch with punch pattern that is unique to that bus operator. This means that it needs to manage the distribution, care and return of 1,000 distinct mechanical devices.

QUESTIONS AND RESPONSES

#	Question	Response
1	How many Bidders will be short-listed?	The City has not established a limit for the number of Bidders that will be shortlisted.
2	How much money has been allocated for this project?	The City of Winnipeg has allocated a budget of \$11.6 million for this project.
3	Will the financial evaluation be based on the base proposal or will it include optional elements?	The financial evaluation will be based on the base proposal
4	How many Park and Ride lots does Winnipeg Transit operate? In order to provide an estimate of the price to modify the existing Pay and Display kiosks to accept payments from the transit card e-purse, Bidders will require more detailed technical information on the existing devices.	Bidders should be aware that Section E9 has been deleted.
5	Please provide more information on the Blue Loonies. How does the Blue Loonie differ from other coins that will be accepted by the farebox? Is the Blue Loonie currently accepted in other automated devices?	The RFP includes a reference to a website where Bidders can obtain more information about the Blue Loonie program. The Blue Loonie has the same diameter and thickness as an official \$1CDN coin; however, it is made of different material, is lighter and has a distinct electromagnetic signature. Bidders should assume that they will need to obtain a custom electromagnetic signature from their coin mechanism OEM. The Blue Loonie is currently accepted by the Winnipeg Parking Authority Pay and Display parking machines on City streets.
6	Will the City provide the operating systems for the computer hardware it supplies?	Yes
7	Where are the Wi-Fi antennae located in the garage? Is there Wi-Fi coverage outdoors adjacent to the garage entrances and exits?	Bidders should assume that the Infodev Wi-Fi antenna array provides complete coverage of the entire garage areas and adequate coverage of outdoor areas that are adjacent to the garage entrances and exits.
8	Is there any possibility of relaxing the 'harsh' payment terms?	Bidders should be aware that the payment milestones stipulated in Section D18.1.have been revised.
9	We understand a new garage is being established as the Carlaw and Daly garage. The RFP presents four other garages: Osborne Street Main Street Fort Rouge North Garage	Section F6.2 has been revised to change Fort Rouge garage to Osborne Street garage and North garage to Main Street garage.

	Please clarify how many existing garages are affected by the AFC project and which ones they are.	
10	Is the AFC solution required to support the current fare adjustment envelope policy presented in F6.4 (f)?	No. The negative balance protection capability is intended to offset the elimination of the fare adjustment envelope
11	How many buses will be available for installation on a nightly basis per garage? Please provide the time the buses and garage space will be available to support installation.	When Bidders develop their installation plan and their schedule as stipulated in B15.7 and B10 respectively, they should assume that there is no reasonable limitation on the number of buses that can be made available for installation per night and they should assume that the bus installation area is available to them 24/7.
12	Reference specification E9.1: There is a requirement to provide passengers opportunity to use the e-purse on their contactless smart fare card to pay for the parking fee. This may require modification to the existing pay and display kiosks. Could you please clarify and/or provide the following: Who is providing these kiosks? Please provide the Interface Control Document (ICD) for the kiosk system. What type of communications service is available to each of the park and ride kiosks that require this added feature? Please confirm if the power source can be shared with the kiosk.	Bidders should be aware that Section E9 has been deleted.
13	Reference specification E11.1: There is a requirement to provide 4 free standing vaults. We understand there are 3 garages. Please clarify where the fourth vault is to be installed?	Winnipeg Transit intends to operate two revenue servicing lanes at the Osborne Street garage.
14	 Reference E12: Mifare UL / UL-C Clarification The RFP specifies serialization printing for cards but not for tickets. Please confirm if serial number printing is required for tickets? If not, we recommend that serialization be included. How many different designs are there for the tickets? What is the required form factor of the tickets (roll, fan-fold, die-cut)? Can you provide your specification? What kind of graphics printing is required for the tickets (4/4, 4/2, 4/1)? Mifare 4k / Mifare DESFire Clarification 	As stipulated in Clause E12.2, "both reloadable and disposable smart cards will be required". As stipulated in Clause E12.4, "The limited use disposable smart card will be used for transit fare payment with short duration time passes, single ride e-tickets and multi-ride e-tickets by social service clients, tourists and other occasional users. The City may also decide to distribute single ride e-tickets through third party sales agents. Limited use disposable smart cards will be configured to be non-reloadable." 1. The RFP therefore defines smart cards as the fare media and tickets as one fare product. Serial numbers are required to be printed on both reloadable and disposable smart cards, regardless which fare product is loaded.

5. How many different designs are there for the The number of different smart card designs has not yet been finalized. cards? 6. What is the distribution method for the cards (bulk The Bidder should select the form factor for shipments to one/multiple destinations)? the disposable smart cards that is best suited for the printer proposed. Ultimately, 7. Any specific material requirements? (example: disposable smart cards will be distributed to card body PVC or PET/PVC) passengers manually and in small lots. 8. What are the packaging requirements for cards Bidders should assume that both and tickets? reloadable and disposable smart cards will need to be printed in four colours on both 9. What are the warehousing requirements? faces. The number of different smart card designs has not yet been finalized. 6. The smart card distribution method has not vet been finalized. Bidders should comment if any there is any material impact on their proposal caused by the distribution method selected. 7. The preferred smart card material of construction has not yet been finalized. Bidders should elaborate on the advantages of the material of construction recommended in their proposal 8. The packaging requirements have not yet been finalized. Bidders should comment if any there is any material impact on their proposal caused by the packaging method proposed. The warehousing requirements have not vet been finalized. Reference E14.2: The Transit Service Centre refers to a physical location whereas the Customer Service Centre 15 Is there a difference between the Customer Service refers to a function. Centers and the Transit Service Center. Reference E19.1: The Contractor is responsible for all this work. 1. If crowd rails, tray, draft doors or safety shields need to be moved, who is responsible for this Bidders should assume that every bus has work? crowd rails and a draft door but does not have a safety shield. Bidders should be 2. How may buses by bus type have each of these aware the configuration of crowd rails and 16 items noted above? draft doors may be different for each bus model listed in Section F4 3. Could you provide diagrams with dimensions? It is the Bidder's responsibility to satisfy itself concerning the installation requirements for every bus model listed in Section F4 Reference E20.2/20.3: 1. We understand the proponent's solution is 1. Correct 17 required to use the existing 802.11n Wi-Fi to Bidders should assume that the Infodev Wisupport data communication at the depot. Fi antenna array provides complete

	Can the agency please provide the make and model of the access points installed, the Wi-Fi coverage of the garage/yard, and the access point installation drawings for each garage?	coverage of the entire garage areas and adequate coverage of outdoor areas that are adjacent to the garage entrances and exits.
	Reference E25:	
	 The proponent's solution is required to interface to the existing Infodev APC solution. Please provide the Interface Control Document including the data format information to support this interface. 	This is not strictly accurate. The Bidder's proposed solution is required to utilize the Infodev Wi-Fi communication utility. Optionally, the Bidder's solution can have the Infodev system control the power to the farebox in order to power up the farebox
18	 If there is licensing required to support the interface from the Infodev side, is the Transit Agency going to provide this or is this to be provided by the proponents. 	during the middle of the night to accommodate the publishing of action instructions. 2. The successful Bidder will be provided with
	4. Will the transit agency ensure all proponents are provided the same information from the existing system provider as it relates to this interface?	such an Interface Control Document. 3. Licensing is not required. 4. Yes.
19	Reference E34.3: The proponent's solution web site is required interface to the existing agency web site. Please provide the agency's web site standards that are referred to in this item.	The City's website standards are visual standards focused on the look and feel rather than programming standards. Bidders should visit the City's website to obtain a sense of the look and feel of the Winnipeg website. Specific details concerning the website visual standards will be provided to the Contractor.
20	Reference E35.4: The AAVM records transfer is to be provided by dial up line. Who is providing this dial up line? The proponent or the transit agency or the merchant?	The merchant will provide the dial-up line.
	Reference E59:	
21	We understand fleet installation cannot commence prior to FIAT. How many buses are required to be installed for FIAT?	Bidders should assume that three buses will be required for FIAT.
	Reference F5.3:	The Bidder's solution may be designed to have
22	Under what condition would the farebox be powered off if powered via the Infodev relay? For example, if the Infodev system is re-booting?	the Infodev system control the power to the farebox in order to power up the farebox during the middle of the night to accommodate the publishing of action instructions.
	Reference F6.1:	Bidders should assume that the scope of work
23	Does the proposed solution need to include an Interactive Voice Recognition system? Or does the proposed solution need to provide an interface to support an IVR?	includes the provision of a basic IVR system that will route telephone callers with fare collection system questions to the Customer Service Centre to the proper Customer Service Centre operator.
	Reference E18:	
24	In the fare payment functionality description, there is no indication of a need to accept paper bills on the farebox. In section F6.4 (d), the current fare policy	The City of Winnipeg does not intend to accept paper currency for cash fare payment.

	shows that bills are accepted on the bus.	
	Does the City of Winnipeg require the fareboxes to validate/accept Canadian bills? If so, which ones?	
25	Reference E9: What are The specifications of the existing Park and Ride equipment and what cards does it read? Who is the manufacturer? Will they be responsible for adjusting their system if necessary?	Bidders should be aware that Section E9 has been deleted.
26	Reference E18.2 (d) Is it possible to get a sample of the blue Loonie or its precise specifications i.e. signature, etc? Also, has it been established that the blue Loonie is sufficiently different from the Canadian currency Loonie to be differentiated?	The RFP includes a reference to a website where Bidders can obtain more information about the Blue Loonie program. The Blue Loonie has the same diameter and thickness as an official \$1CDN coin; however, it is made of different material, is lighter and has a distinct electromagnetic signature. Bidders should assume that they will need to obtain a custom electromagnetic signature from their coin mechanism OEM. The Blue Loonie is currently accepted by the Winnipeg Parking Authority Pay and Display parking machines on City streets.
27	Reference E34.3: What are the City's web site standards? Is this section referring to programming or to visual standards or both?	The City's website standards are visual standards focused on the look and feel rather than programming standards. Bidders should visit the City's website to obtain a sense of the look and feel of the Winnipeg website. Specific details concerning the website visual standards will be provided to the Contractor.
28	Section D18.1: The first payment is due on completion of the Installation Acceptance Test (50%). Would Winnipeg accept other payment terms with progress payments?	Bidders should be aware that the payment milestones stipulated in Section D18.1.have been revised.
29	Section E4.12: The specification identifies a requirement for a 3rd party loyalty application. Will the agency provide the application or will it be part of the scope of work for the bidder?	If the City decides to implement a third party loyalty point program, it will provide the application. Clause E4.12 stipulates that the proposed AFC system must be able to track and report selected passenger fare paying and ridership behaviours to a third party loyalty point program operator. Bidders should elaborate on the extent to which their proposed system would enable passengers to redeem third party loyalty point value to load fare products on the transit fare card.
30	Section E34.2 The specification states that payments for purchases via the web will be acquired, verified and authorized manually by the City. Please provide more information. Are you stating that the web will use an	It is not part of the current scope of this project for the Bidder to provide an automated payment gateway for the on-line processing of web payments. While such an automated functionality may be required in the future, it is

	existing credit/debit interface operated by the city?	anticipated that the payment information for a web-authorized load would be transmitted to a Customer Service Operator for manual processing, similar to the process anticipated for telephone-authorized loads. Following payment authorization, the operator would enter the Autoload instructions into the Customer Service Terminal. Bidders should elaborate on how their system could be migrated in the future to automate this process.
31	Could the City of Winnipeg please clarify the budget for this procurement?	The City of Winnipeg has allocated a budget of \$11.6 million for this project.
32	Reference D-18 Payment Schedule, Will the payment schedule be negotiable by the successful bidder?	Bidders should be aware that the payment milestones stipulated in Section D18.1.have been revised.
33	Current due date is 3/9/11 with addendums expected as indicate at the bidders conference and to allow for proper review of the additional information. We request an extension of 45 days to properly prepare a response that minimizing costs to Winnipeg, while maximizing the solution.	At this time, the City does not intend to extend the Proposal Submission Deadline from that indicated in Revised Section B28.1
34	The specifications require integration with Infodev legacy solutions, 1. Will it be the agencies responsibility to assure cooperation with the legacy suppliers, and 2. Will the agency cover any cost associated with that integration	 Yes – the City will be responsible for ensuring Infodev's cooperation No – the Contractor will be responsible for any costs associated with the integration
35	Reference B8.7.1: Are the nine copies also to be unbounded? Can both the original as well as the copies be submitted in three rings binders?	The nine copies can be bound
36	Reference D28.1: The expected System Acceptance Test (SAT) is targeted for September 30 2012 while the Start of Revenue Service is December 31 2012, why this discrepancy. Is the system to be turn-off after the SAT. In this case the current Fare Collection System will be taken out of commission as soon as the new one is been put in place, for all purposes the Revenue Service for each individual bus and the rest of the system starts the when the Farebox is installed in a bus, or is intended to stop receiving cash fares during this period of time. This gap between the SAT and the Start of Revenue Service affects not only the second payment but as well as the warranty period, as is stated in section D19 that the warranty period starts at the later of the OTP	Bidders should be aware that Clause B28.1 Table 1 – RFP Schedule has been revised.

Γ	or the Start of Revenue Service. By delaying the	
	official Start of Revenue Service. By delaying the official Start of Revenue Service, the warranty period is extended by three months, months during which the system will be fully functional and fully utilized.	
	Reference E4.11 (e):	The City hasn't yet finalized all the fare policy implications of implementing zonal fares.
37	How the city envision the transfers from a Zonal Fare route to one with a flat fare, and vice versa.	If the City decides to implement zonal fares on certain routes, the buses on those routes will be required to have exit door SCADs and fare policies will need to be modified to require tagging on exiting. Fares will need to be adjusted when the bus crosses a fare zone boundary triggered by the bus stop ID information provided by the Infodev system.
		Bidders should be aware that Section E4.11(e) has been revised.
	Reference E15:	The size and format of student and employer ID
38	Could you please provide a copy of the Student and Employees IDs on which the E-Stickers are to be use? This for the purpose to determine the size of the sticker.	cards can vary significantly. Bidders should indicate the range of sizes of stickers that they are proposing to provide.
	Reference E18.2 (d):	The RFP includes a reference to a website
39	Could it be possible for the City to provide a sample of Blue Loonie and or its technical characteristics?	where Bidders can obtain more information about the Blue Loonie program. The Blue Loonie has the same diameter and thickness as an official \$1CDN coin; however, it is made of different material, is lighter and has a distinct electromagnetic signature. Bidders should assume that they will need to obtain a custom electromagnetic signature from their coin mechanism OEM. The Blue Loonie is currently accepted by the Winnipeg Parking Authority Pay and Display parking machines on City streets.
	Reference E20.1:	
40	Could the City provide the technical specifications of the router to be installed in the buses?	Bidders should be aware that Section F5.3(a) has been revised
	Reference E20.1:	When developing their Schedule, Bidders
41	Can you please provide a detail schedule of when the routers are to be installed and available for the AFC to be connected to them?	should assume that the routers will be installed and available before they are required by the Contractor when the AFC devices are to be connected on the buses
	Reference E20.1:	
42	 Would the City be responsible to coordinate between Infodev and the selected vendor for the equipment integration? 	The Contractor will be responsible for coordinating with Infodev relative to the equipment integration. The City will be responsible for ensuring Infodev's
	Who would be responsible for any expenses and fees that Infodev may charge?	cooperation.
<u> </u>		2. The City will be responsible to pay Infodev

		for the cost of adding the on-bus router and for the cost of any Infodev support rendered to the Contractor to effect the integration.
43	Reference E21.6: Could you please provide more information regarding the Infodev central system clock, this in order to evaluate the work needed to meet the requirement of synchronizing both systems	Bidders should be aware that a new Section F5.3(e) has been added.
44	 Reference E56: Is the Contractor responsible of installing the onboard router or this will be ready on the buses at the time of the AFC installation? Could you please provide the location of where the router and Infodev "power switch" is to be installed, this in order to estimate the labor needed to bring the power and communication to the Farebox? Will the Vendor or the City be responsible for any modifications that may be needed to the railing and wind doors on the buses? Will transit staff be available 24/7 to shuttle buses during the installation? 	 Bidders should assume that the router will be installed and ready on the buses when the AFC devices that are installed on the bus are to be connected. The router and relay are typically located adjacent to the MCU. Bidders should be aware that Section F5.3(a) has been revised. The Contractor will be responsible for all required modifications to the railings and draft doors. Bidders should assume that transit staff will be available 24/7 to shuttle buses during the installation process.
45	Reference E58.3: In case, FAT is to be performed outside Canada, who bears the inspector's travel cost?	The City will be responsible for the travel and accommodation costs of its inspectors during FAT.
46	Reference E58/59: Do you have desirable schedule for FAT/FIAT? Or can bidder propose at its own schedule?	Bearing in mind that FAT typically takes place at the Contractor's facility and FIAT typically takes place at the transit garage, Bidders should reflect their proposed FAT/FIAT plan in their project schedule.
47	Reference E19.5: We fully agree that farebox cabinet should be stainless steel. However, in case of coin box, considering Transit staff's work such as repetitive remove from farebox when coin is full, it is not necessary to keep stainless steel. Can we propose different material for cash box?	Bidders should submit a base proposal that is compliant with the material of construction requirements of Section E19.5. Bidders are permitted to submit an additional alternative proposal for coin boxes constructed of different materials. Bidders should elaborate in the Technical Proposal on the advantages of this different material of construction; however, Bidders are specifically cautioned not to provide any financial information concerning the alternative proposal in the Technical Proposal.
48	Reference F5: Could we get more detail information on Infodev such as a system diagram?	At this time, the available information about the Infodev system is provided in Sections F1 and F5.
49	How much budget will be allocated to this project specifically?	The City of Winnipeg has allocated a budget of \$11.6 million for this project.

	Reference Section E79	
50	 "The Bidder should propose a list of spare parts and consumables that will be required to maintain and operate their system for a period of one (1) year from revenue service and for a period of five (5) years from revenue service." In the Pricing Schedule, Tab Spare Parts, there is no 	Bidders should use the Comments Portion of the Spare Parts Tab to indicate their proposed price for the five (5) year supply of spare parts and consumables
	column for 5 years.	
51	To be able to assess effort and equipment necessary to upgrade the existing 'pay and display' machines to accept smart cards for payment, further details on those machines are required such as make and model, interfacing possibilities, etc. Please provide details of those machines.	Bidders should be aware that Section E9 has been deleted.
	The Pricing Schedule contains two positions for the Smart Card Acceptance Device in the "Optional / Upgrade Equipment" section. Those only differ in the quantities. 1. Is the assumption correct, that those are the	1. No, this assumption is not correct. The different quantities relate to two distinctly different operating scenarios. 2. Our its would be required for year.
52	expected quantities for Winnipeg Transit busses on the one hand and Handi-Transit vehicles on the other?2. If this assumption is correct, would it be	30 units would be required for reardoor SCADs in the event that the City decides to implement Proof-of-Payment on its BRT service, 580 units would be required for rear
	acceptable to Winnipeg Transit if two different devices types would be offered, each fitting best the intended environment?	580 units would be required for rear- door SCADs in the event that the City decides to implement zonal fares or fare-by-distance on its entire fleet
		 Given that the assumption is not correct, Bidders should propose the specified devices.
	Please provide details on the smart cards to be proposed in terms of preprinting. 1. Blank without preprinting, or	Because the City is still considering its pre- printing requirements for its various fare products, the printers to be provided need to have a high degree of configuration flexibility.
	Blank on one side with terms and conditions and serial number in black and white on the other, or	Typical examples of how the various alternatives might be applied:
53	 Terms and conditions in b/w on one side, serial number in b/w on the other? 	Blank smart cards onto which post- secondary institutions would print their student ID card information.
	4. Any colored pre-printing?	student ID card information.2. Some reloadable fare cards
		3. Unlikely configuration
		4. Some reloadable fare cards.
54	Please explain the expected difference in pricing under the "Optional / Upgrade Functionality" section for "Contactless Credit Card (ref. section E4.13(b))" and "Contactless Credit Card (ref. section E7)".	This is a duplication that has been corrected in the revised Detailed Pricing Schedule.
55	It is not clear what is expected to be entered in section "Maintenance" for 'Long Term Service / Maintenance	The hourly rates to be entered into the appropriate cells on rows d, e and f should be

	Agreement' items d, e and f. Please explain.	the hourly rate for maintenance services that are outside the scope of the maintenance services included in the fixed price maintenance agreement for the respective year.
56	Will it be allowed to provide proponent standard documentation such as sample test or training plans, device data sheets etc. as attachments to the Technical Description outside of the 100 page limitation?	Yes
57	Will it be allowed to provide descriptions of optional equipment as attachment to the Technical Description outside of the 100 page limitation?	Yes
58	Is the assumption correct that the only media issued by the farebox are paper transfer tickets with barcode and text printed on it?	Yes
59	In sections E20.1 and E37.5 (d) requirements state that the wireless data communication shall use the Infodev communication utility and that IEEE 802.11 (n) must be supported. However, in Appendix F5 it is stated that the Infodev utility gives "access to an 802.11 b/g Wi-Fi network". Since the Infodev utility only supports 802.11 b/g we request an approved alternative for the farebox to support 802.11 g.	Bidders should be aware that the Sections F5.3(a) and E20.2 have been revised to reflect the fact that the Wi-Fi network supports 802.11 (a/b/g/n) protocols. Bidders should be aware that Sections E20.1 and E37.5 (d) have not been revised.
60	For the item "Long Term Service / Maintenance Agreement" in the Pricing Schedule under the maintenance term, is the "Fixed Price Maintenance Agreement Year 1" during the warranty period or after the warranty period has expired?	Year 1 commences following the successful Revenue Acceptance Test.
61	Item E 49.7 states that "To protect the data in event of a major failure, the Contractor should supply, install and set-up a back-up system that is appropriate for the system being operated. Is the assumption correct that as the City is to supply all of the information systems hardware that the vendor is only responsible to provide the software for a back-up system?	As stipulated in Section E52.2, the City will supply all information systems hardware. The Contractor will be required to provide all system software, including the back-up enabling application, plus advice concerning what information is to be backed-up and the back-up process.
62	Is the assumption correct that the reference in E80.2 to B15.2 is a typo and should in fact be B17.2?	Yes. Bidders should be aware that Section E80.2 has been revised to correct this error.
	Form A, Paragraph 11 The City in the RFP has indicated an anticipation to confer NTP on June 30, 2011, approximately 100 days	The City does not intend to modify Form A Paragraph 11 as requested.
63	after the proposal submission. We would request text in this section be modified as follows: This offer shall be open for acceptance, binding and irrevocable for a period of one hundred eighty (180) Calendar Days following the Submission Deadline, OR UNTIL THE TIME THE CITY PROVIDES NOTICE TO PROCEED TO A SUCCESSFUL PROPOSER, WHICHEVER OCCURS FIRST.	

64	B14.2, Page 7 of 16 Can the city please clarify that the financial information they are requesting as part of the qualification submission is as described in B14.7?	The financial information referenced in Section B14.2[e] is the information stipulated in Sections B14.7, B14.7.1 and B14.7.2.
65	B14.7, page 8 of 16 Please provide details as to the methodology and criteria to be employed in determining the financial ability of the proposer to complete the project. While we understand the City's prerogative to perform this evaluation, understanding the methodology can assist in ensuring the proper documents are submitted to support the City's work.	The City will not disclose the methodology and criteria that it may apply, in its sole and absolute discretion, to determine the financial ability of Bidders to complete the project.
66	B22.2, page 12 of 16 The City in the RFP has indicated an anticipation to confer NTP on June 30, 2011, approximately 100 days after the proposal submission. We would request text in this section be modified as follows: The acceptance by the City of any Proposal shall net release the Proposals of the other responsive Bidders AS DEFINED IN PARAGRAPH 11 OF FORM A. and those Bidders shall be bound by their offers on such Work for the time period specified in Paragraph Error! Reference source not found. of Form A: Proposal.	The City does not intend to modify Section B22.2 as requested.
67	 B29, Page 14 of 16 Items (a) and (b) identify an evaluation performed with determination of the suitability using a pass/fail criteria. 1. We would like to have specific details for what exactly will constitute a passing determination. 2. For item (b) it is stated that the qualifications of the Bidders and Subcontractors will be assessed pursuant to B20. We would ask that this item be removed since the details listed in B20 appear to be an expansion of the assessment identified for B29.1 (f) that is further explained in B29.8. We fail to see how an evaluation item can be scored twice. This current arrangement amounts to a "double jeopardy" situation. 	 Section B29.1 (a) and (b) refers to mandatory requirements of the RFP. If the proposal does not comply with mandatory requirements or does not provide acceptable deviations from those requirements, a rating of 'fail' will be applied to the evaluation of those mandatory requirements. As stipulated in Section B29.10, the City may then deem the proposal to be non-responsive which will result in the proposal not being evaluated further. Section B29.1 (b) refers to Qualification requirements stipulated in Section B20 which are different from the Corporate Qualification requirements stipulated in Section B14 and which are referenced in Section B29.8 (b).
68	B29.4, page 14 of 16 We understand the rationale for desiring no less than 50% in each of these assessment categories. However, this requirement does not take into account the weighting factor that is identified for each category. Can you please explain how the Award Authority plans to address the criteria in B29.4, while preserving the weighting assigned to each category?	The 50% threshold requirement stipulated in Section B29.4 is to be applied prior to the application of the weightings stipulated in Section B29.1.

	B29.2 & B29.4, page 14 of 16 The term Award Authority is used in each of these items. However we cannot find a reference definition for this body. Can you please provide further details as to the composition of this body, and how it relates to the City and this RFP? We would also request that the definition be included in D4.1			The City of Winnipeg is the Award Authority.
69				Bidders should be aware that Section D4.1 has been revised to add this definition
	B29.5, page 15 of 16			The City will not issue a prioritized listing of preferred functionalities referenced in the RFP.
70	If the City intends to utilize preferred functionality as one of the criteria in the Evaluation process, we would request that a Prioritized listing of these preferred features is provided to all potential proposers. This will ensure that all Proposers have an equal opportunity.			Every Bidder has an equal opportunity to propose a solution that includes as much of the preferred functionality as possible.
	B29.10, page 15 of 16			Section B29.1 (a) and (b) refers to mandatory
71	Since the City states in this item that B29.1 (a) & (b) may be used to determine responsiveness, we would respectfully request the City provide clear details as to the minimum requirements for what is considered a "responsive" proposal.		requirements of the RFP. If the proposal does not comply with mandatory requirements or does not provide acceptable deviations from those requirements, a rating of 'fail' will be applied to the evaluation of those mandatory requirements. As stipulated in Section B29.10, the City may then deem the proposal to be non-responsive which will result in the proposal not being evaluated further.	
	B30.2.1, page 16 of 16			
72	The City states their prerogative of not awarding a contract for 5 specific criteria. Since three of the five items relate to budget, will the City make available:			Yes, the City of Winnipeg has allocated a budget of \$11.6 million for this project.
12	Its budget for this procurement, and			No; however, the City is confident that the budget is adequate for the scope of work required in the RFP.
	Any estimate prepared by the City or others for the cost of this work.			
	D2.1, page 1 of 13 – We would request that (g), RFP			
	Technical Terms of Reference, be modified to be Conformed RFP Technical Terms of Reference. We			The City is not prepared to modify the Order of Precedence of contract documents as requested.
	would also request that the Order as stated be re- ordered as depicted in the following table:			
70	Document Name	Order as Stated in RFP	Suggested Re-Ordering	Bidders should be aware that Section D2.1 has been revised.
73	Contract	Α	Α	
	Response to Requests for Clarifications	В		
	Addenda to RFP	С	С	
	RFP Supplementary Terms and Conditions	D	D	
	RFP General Conditions	E	D	

		Approved System Design Specifications documents	F	В	
		RFP Technical Terms of Reference	G	С	
		Contractor's Proposal Compliance Matrix	Н	E	
		Contractor's Proposal	I	Е	
		D3.2(c), page 1 of 13			
	74	This section states the Co servicing all on-bus and o functional requirements. Contractor will not be able system, which is being rec communications between Server. We would expect modified to reflect this factorial	If bus equipm This is not conto to service the quired for data The bus and the bus section	ent to meet the rrect, as the e Infodev a the Central	Bidders should be aware that Section D3.2 (c) has been revised.
Ī		D4.1(c), page 2 of 13			The City believes that the description of
	75	The document identifies and defines more than one type of Autoload. We would expect these to be reflected in the definition.			Autoload functionality provided in Section E6 is adequate and that a expanded definition in Section D4.1 [c] is not required.
Ī		D7.2, page 4 of 13			
		Many of the deliverables provided to the City by the contractor in performance of this Contract will include			The City is not prepared to modify the wording of Section D7.2 as requested.
		Intellectual Property which in more than one existing form belongs to the Contractor. We respectfully request this section be modified as follows:			The City believes that the issue of Intellectual Property Rights is adequately addressed in Section D20.1 and D20.2.
	76	"The Contract, all deliverables produced or developed, SPECIFICALLY RELATED TO THE CONTRACT AND DELIVERY OF THE PROJECT AS WELL AS and information provided to or acquired by the Contractor SPECIFICALLY FOR DELIVERY OF THE CONTRACT 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 information SPECIFICALLY RELATED TO DELIVERABLES OR PRODUCTS DEVELOPED FOR THIS CONTRACT part thereof without the prior written consent of the Contract Administrator."			Coolidit B20.1 and B20.2.
		D11.1 & D11.2, page 5 of	13		
	77	MSDS sheets are defined Department of Health, Ca Hazardous Products Act a Regulations. There are 8 these products all of which chemicals, which are deer The RFP issued by the Ci Collection System. Can the presenting MSDS sheets devices?	nada in conjuind Controlled clearly defined are slanted med as controlty is for a Authe City clarify	nction with the d Products ed classes for toward olled products. omated Fare how and why	To the extent that a Material Safety Data Sheet ('MSDS') for any product supplied by the Contractor is required to be provided according to any applicable Act or Regulation, the Contractor is obligated to provide such MSDS in accordance with Section D11. Bidders should be aware that Section D11.1 has been revised.

Device Installation

D12.1 (b), page 5 of 13 The RFP states that a Standby Letter of Credit can be The terms and conditions of the Standby Letter provided as a form of performance security. Can this of Credit are clearly described on Form H2. city please clarify that this instrument is the one they are requesting as: **78** A standby letter of credit is typically a "payment of last resort" and is also known as a "non-performing letter of credit". A standby letter of credit typically has a one year term. D13, page 5 of 13 Section D13.1 stipulates that the Criminal Record Search Certificate must be obtained Will a Criminal Record Search Certificate issued by from the police service having jurisdiction at the one of the United States be acceptable? individual's place residence. If the individual's 79 place of residence is in the United States, then it follows that the certificate will be issued by the police service having jurisdiction in that United States place of residence. D18.1, page 7 of 13 Section D18.1 stipulates that it is 'Further' to and not 'Subordinate' to Section C10. Both the The RFP states that the Table 2 Payment Schedule original and revised versions of Section D2.1 will be subordinate to what is contained in C10. Since 80 clearly stipulate that Supplementary Conditions section C10 is for more than one type of contract (Part D) take precedence over General payment, can the City please identify which payment Conditions (Part C). type this contract will be within. D18.1 page 7 of 13 Table 2 Payment Schedule - The RFP identifies a The City is not prepared to modify Section D7.2 Table 2 – Payment Milestones as requested. payment schedule that requires the Contractor or Vendor to serve as also the financier for this project. Bidders should be aware that the payment The current payment schedule will not introduce any milestones stipulated in Section D18.1.have more competition into the process, and will in actuality been revised. inflate the costs the City will pay for this system. Is the City amenable to a more equitable Payment schedule that still holds the Contractor accountable for performance and deliverables, yet reduces these unnecessary cost drivers which are currently in the RFP? We would propose the following alternative payment schedule: 81 Milestone **Progress Payment** Notice to Proceed Master Schedule of Work & 1% Project Plan Preliminary Design/System 5% Design Document Completed Manuals and Training Plan 2% Test Plan 2% Final Design/System Design 10% **Document Completed Factory Acceptance Test** 5% Training 5%

35%

	System Acceptance Test Completion (SAT)	15%	
	Warranty	5% each 6 months	
82	D19.1, page 7 of 13 The RFP states the warranty clothere is an OPT failure during the OPT as defined in section D4 is Performance Test". This test is Section E62. What we fail to fir of the specific activity or tasks the period. More specifically we we test, when successfully complete acceptance and begin the 2 year current language not only does that begins the warranty period, that the warrant can be perpetually to clarify the Warranty language requirements are clear.	ne warranty period. a "Operational further defined in and is a clear statement that starts the Warranty build expect a specific are warranty period. The not define the event the language indicates al. We would ask the	Section D19.1 stipulates that the 2-year warranty period commences on the date of final acceptance of the Operational Performance Test ('OPT'). Section D19.1 stipulates that the warranty period will not commence so long as OPT has not been finally accepted. Once OPT has been finally accepted and the warranty period has commenced, the RFP does not stipulate that the 2-year warranty period starts all over again in the event of a subsequent operational performance failure.
83	D19.8, page 8 of 13 While the need for a system that is reliable and meets the agreed to performance criteria is paramount, the generality of the having the Contractor agree to permit the City to return the system for "any failure" is not an acceptable term. Furthermore, there are other terms in the Contract specifically identifying the events and punitive results the City might take against the Contractor is the delivered system does not perform as required. We would suggest the City delete this section in its entirety.		The City is not prepared to delete Section D19.8 as requested. Bidders are free to submit a proposal indicating their non-compliance with any of the stipulations of the RFP. In its sole discretion, the City may either deem that the indicated non-compliance makes the proposal non-responsive therefore may determine not to evaluate the proposal further or the City may not deem the proposal non-responsive and it may continue to evaluate the proposal but it may adjust the score awarded for that RFP requirement accordingly.
84	D20.1, page 8 of 13 The City is purchasing devices and components that are part of standard product lines. None of the devices, services or functionality requested in the RFP is non-standard in the public transportation industry. To require ownership of all intellectual property is not reasonable. We suggest this section is deleted.		The City is not prepared to delete Section D20.1 as requested.
85	D21, page 8 of 13 IP Indemnity is typically found within software license agreements. Since the RFP is not clear as to the scope of this clause can the City please clarify the intent of this item?		The Intellectual Property Indemnity applies to everything supplied by the Contractor to the City relative to the project including all software, all hardware and all services.
86	D22, page 8 of 13 The RFP is unclear as to whether the cost for the escrow is to be borne by the Contractor and if so, for what period of time. Can you please clarify who is to pay for this service?		As stipulated in revised Section D22.6, the City will be responsible for paying fees for the new escrow account set-up and annual fees charged by the Escrow Agent.
87	D22.2, pages 8&9 of 13 This section states two conditio code will be available to the City		The City is not prepared to modify Section

access. Both conditions contain vague and D22.1 as requested. questionable criteria. We strongly request that section Bidders should be aware that Section D22.has be modified to read as follows: been revised. The Contractor shall deposit a copy of the version of the software and firmware used in the AFC system at the time of the Revenue Acceptance Test, (including but not limited to the source code) with an escrow agent acceptable to City. The Contractor and the City will negotiate an escrow agreement that guarantees the City unhindered access to the Source code when specific criteria have been met. and a perpetual, royalty-free license to use and operate the source code and other files of the System software and firmware, (1) should the Contractor be unwilling WITH GOOD REASON or unable to perform future system software/firmware maintenance er-modifications required by the City, whether through insolvency. bankruptcy or any financial er ether reason er (2) at any time after the expiry of the warranty period for the AFC system. The Contractor will provide appropriate updates to the escrowed software WITH EACH NEW RELEASE OF THE ESCROWED SOFTWARE. at least every six (6) months. D22.3, page 9 of 13 Please expand on the last sentence in this section, Bidders should be aware that Section D22.has 88 providing details on what responsibilities the contractor been revised might have in the process of the City verifying the escrow. D22.4, page 9 of 13 This section requires unnecessary escrow deposits. The City is not prepared to modify Section We recommend the following modifications to the text: D22.4 as requested. 89 The Bidder CONTRACTOR will provide appropriate Bidders should be aware that Section D22.has updates to the escrowed file at least every six (6) been revised. months during the warranty period at no additional charge and then thereafter as stipulated in any software maintenance and service agreements. Form D12, page 12 of 13 The City is not prepared to modify Form H2 as requested. The language in this form states that the City is able to draw on the Letter of Credit at any time and for any An Irrevocable Standby Letter of Credit is a firm reason. The Letter of Credit is there to guarantee commitment by a Surety to the City that the City performance and can only be accessed by the city is able to draw down on the Letter of Credit 90 after it has been determined the Contractor is in whenever the City submits a written demand for default. We expect the language in this form will be payment. The Surety has no involvement in updated to correct these errors. determining whether the City is entitled to demand payment under its contract with the Contractor. E3, page 1 of 43 The RFP identifies the plan to procure a system that The City of Winnipeg does not intend to accept 91 "...validates and counts cash payments,...". We find paper currency for cash fare payment. details for counting and validating coins yet there is no requirements for paper based currency. Was this

	section omitted? Is there a requirement for validating and counting paper currency?	
92	E4.3 (k), page 1 of 431. Does the category of Blind Person also include other individuals with Handicaps2. Are there separate requirements for those individuals?	 No, this passenger classification applies just to blind persons Based on future fare policy decisions, the City may require that persons with other handicaps may require a separate passenger classification
93	E4.11(a), page 2 of 43 Can the City clarify the Negative Balance Protection will only be for account based cards which are registered, and have a credit card associated with the account.	The City is still developing its fare policies relative to the availability of negative balance protection for all card holders. Bidders should indicate in their proposal if their proposed system is only able to offer negative balance protection for registered cards.
94	E5.3.3, page 4 of 43 Please clarify that the three types of Autoload required are; Ad-Hoc, Subscription and Threshold. We would also request that definitions for these be added.	Autoload is a smart card loading process that is described in Section E6. Ad-hoc and Threshold loads (that are described in Sections E5.3.2 and E5.3.3 respectively) are two of the card value loading requirements that are accomplished using the Autoload process. The RFP does not use the term 'Subscription' relative to Threshold loads.
95	E6.4, page 5 of 43 In E5.3.1, it is stated that the reload value is to be immediately applied to smart media. In this section there is a different statement concerning when the reload is assigned to the media. Can you please confirm which statement is correct?	Both statements are correct. Section E5.3.1 refers to in-person loads both authorized and completed at either the Customer Service Centres or third party sales agents. Because the smart card is placed in the RF field of a smart card reader during an inperson load, the value is loaded onto the card at the time immediately. Section E6.4 refers to loads authorized by other than an in-person encounter and completed only when the smart card is next placed in the RF field of a smart card reader, likely when the next fare is paid. Owing to the fact that the smart card readers on the buses may not be updated with the appropriate Autoload instructions until the next day, there may be a 24-hour delay in completing the load, so it is deemed not immediate.
96	E7.4, page 5 of 43 The RFP states the need for the Contractors system to be PCI DSS compliant. Since the new AFC system is required to use several existing systems, are these systems currently PCI DSS complaint? What steps will the City take to ensure these other systems are also certified?	Section E7.4 doesn't stipulate the need for the proposed system to be PCI DSS compliant and certified. It does stipulate that the Bidder indicate whether its proposed system is currently PCI DSS compliant and whether it is so certified. If the proposed system is not currently compliant, the RFP further requires the Bidder to its plan and schedule to become compliant and certified. Bidders should be aware that Section E7.4 has

		been revised.
97	E7.6, page 6 of 43 This item is related to contactless Credit Card and clearly states the functionality for this item should not be included in the base price. This statement appears to contradict text in Section E4.13 and instructions in the Pricing schedule. Can this inclusion of this information be clarified?	Section E4.13 requests Bidders to indicate whether the specified optional functionality is already included in their base proposed solution and is included at no additional cost. This could be interpreted that the Bidder would not offer a price reduction if the optional functionality were not to be included.
98	E9.1, page 6 of 43 Since the RFP is requiring the new AFC system media to interface with the current parking system, can the City provide detailed information on this system. Without detailed technical information, it is not possible to provide a complete and accurate price and scope of work for this integration.	Bidders should be aware that Section E9 has been deleted.
99	E1.2, page 8 of 43 Is there a preferred barcode format to be used for the transfer media?	The City has not established a preferred bar code format for the transfer media. Bidders should indicate the bar code formats their proposed system supports and the relative advantages of each format.
100	E13.4, page 8 of 43 Can you please provide the definition for the acronym "SAM".	Bidders should be aware that Section E13.4 has been revised.
101	E19.1, page 11 of 43 There is a statement concerning the possibility of having to relocate rails, doors, and other items for the farebox mounting. Can the City please clarify who is responsible for this relocation, as the RFP is silent?	The Contractor is responsible for the I work referenced in Section E19.1
102	E20.1, page 11 of 43 The RFP states a requirement for IEEE 802.11(n). In E20.2 it is indicated that the Infodev communications utility has to be used for data communications. Referring to Appendix, F5 the Infodev documentation indicates an IEEE 802.11 (b/g) infrastructure. Can the City please clarify how the farebox Contractor can be asked for a requirement that is not consistent with the utility they are required to use?	Bidders should be aware that the Sections F5.3(a) and E20.2 have been revised to reflect the fact that the Wi-Fi network supports 802.11 (a/b/g/n) protocols. Bidders should be aware that Sections E20.1 and E37.5 (d) have not been revised.
103	 E20.2, page 11 of 43 Information contained in Appendix F5 is not sufficient to develop a sufficient response. We will require the following additional information concerning the interface between the farebox and the Infodev communications utility. Will the SAE J1708 and SAE J1587 protocols be used? Will the farebox be operating as a "master" or "slave "to the Infodev utility? 	Bidders should be aware that Appendix F5 has been revised.

	 It appears that a standard Ethernet connection will be used. Will this be TCP/IP using RS-485 or some other configuration? Please provide details. 	
	E20.3, page 22 of 43	
	Since the City is requiring the farebox contractor to utilize the Infodev facility for data communications, we would request the following text is added to this section;	Bidders should be aware that Section E20.3 has been revised.
104	The central system should be able to communicate at any time with every bus that is in the revenue servicing lanes or that is parked in any of the storage lanes without any operator intervention provided the bus ignition is on, AND THE INFODEV COMMUNICATIONS UTILITY IS FULLY OPERATIONAL to:	
	E21.3, page 12 of 42	
105	Information contained in Appendix F5 does not provide sufficient information on how the Infodev system can provide the bus stop ID number. Can the City provide additional information on this interface the farebox Contractor is being required to use?	Bidders should be aware that Section F5 has been revised
	E21.6, page 12 of 42	
106	Similar to other requirements for the farebox to interface with the Infodev utility, additional information and details are required so there is at least a basic understanding as to how this clock and other interfaces will work.	Bidders should be aware that Section F5.3 [e] has been added.
	E25.1, page 14 of 43	
107	Same question concerning the need for additional information on how the Infodev system operates.	Bidders should be aware that Section F5 has been revised.
	E30, page 17 of 43	
108	Will the city accept the ability to have the functionality requested for the Management workstation provided on a City owned desktop IBM PC style computer, in place of a dedicated workstation?	Bidders should propose their recommended solution subject to the stipulations of Section E52.
	E37.4, page 21 of 43	The standard should be SAE J-1587.
109	Can the City please verify that the "SAE J-158" is supposed to be "SAE J-1587".	Bidders should be aware that Section E37.4 has been revised.
	E51.7, page 30 of 43	To the extent that the fare collection system
110	The scope of PCI DSS compliance covers much more than just contactless smart cards. Can the City clarify whether all electronic payment portions of the system need to meeting PCI DSS, and what level of compliance the City is requiring?	transmits or stores personal payment information in any form, that portion of the system that transmits or stores personal payment information will need to be PCI DSS compliant and certified.
	- compliance and only to requiring.	The City will require the system to be compliant to the latest version of the PCI DSS standard.