



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 523-2020

**MILLENNIUM LIBRARY PARKADE PARKING ACCESS REVENUE CONTROL
SYSTEM (PARCS) & CARD ACCESS SECURITY SYSTEM**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 MILLENNIUM LIBRARY PARKADE PARKING ACCESS REVENUE CONTROL SYSTEM (PARCS) & CARD ACCESS SECURITY SYSTEM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 4, 2021.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Proponent may view the Site without making an appointment at
Millennium Library Parkade
251 Donald Street
Winnipeg Manitoba R3C 3P5

B3.2 The Proponent is advised that the current parking access revenue control system is fully operational at the parkade.

B3.3 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Proposal or the performance of the Work.

B4. PROPONENTS' CONFERENCE

B4.1 The Proponent should attend a Proponents' conference virtually through Microsoft Teams at 10:00 A.M. CST on December 3, 2020. The Proponent can request the link for Proponent's conference by contacting Contract Administrator identified in D6.1.

B4.2 The Proponent is advised that, at the Proponents' conference, an overview of the existing system will be presented including how shared permit systems are currently configured. General requirements for the parking access revenue control system and the card access system will be addressed, including data integration requirements.

B4.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

- B5.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B5.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B5.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B5.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.
- B5.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B6. CONFIDENTIALITY

- B6.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B6.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

- B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B7.3 Addenda will be available on the MERX website at www.merx.com.
- B7.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B7.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7.6 Notwithstanding B5, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B8. SUBSTITUTES

B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B8.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B8.4 The Proponent shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

B8.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B8.7 If the Contract Administrator approves a substitute as an "approved equal", any Proponent may use the approved equal in place of the specified item.

B8.8 If the Contract Administrator approves a substitute as an "approved alternative", any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B27.

B8.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B9. PROPOSAL SUBMISSION

B9.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal; and
- (b) Form B: Prices.

B9.2 The Proposal should also consist of the following components:

- (a) Form N: Non-Mandatory Requirements (Section C) in accordance with B12;
- (b) Experience of Proponent and Subcontractors (Section D) in accordance with B13;
- (c) Experience of Key Personnel Assigned to the Project (Section E), in accordance with B14;
- (d) Project Understanding and Methodology (Section F) in accordance with B15;
- (e) Project Schedule (Section G) in accordance with B16;
- (f) Technical Requirements (Section H) in accordance with B17; and
- (g) Value-Added Services (Section I) in accordance with B18.

B9.3 Further to B9.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B9.4 Further to B9.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B9.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B9.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B9.6.1 Proposals will **only** be accepted electronically through MERX.

B9.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B27.1(a).

B9.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B10. PROPOSAL

B10.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B10.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.

B10.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

- B10.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B10.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B10.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B11. PRICES

- B11.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B11.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B11.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B11.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B11.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B12. FORM N: NON-MANDATORY REQUIREMENTS (SECTION C)

- B12.1 Proponent should complete Form N: Non-Mandatory Requirements.

B13. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION D)

- B13.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming, design, and management on three projects of similar complexity, scope and value.
- B13.2 For each project listed in B13.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the contractor;
 - (c) planning, design and implementation schedule (anticipated Project schedule and actual project delivery schedule, showing planning, design and implementation separately);
 - (d) reference information (two current names with telephone numbers per project).

B13.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B13.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B14. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION E)

B14.1 Describe your approach to overall team formation and coordination of team members.

B14.1.1 Include an organizational chart for the Project specifically, focusing on Key Personnel assigned to the Project.

B14.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B14.1.1.

B14.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B13, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Reference information (two current names with telephone numbers per project).

B15. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)

B15.1 Describe your firm's project management approach and team organization during the performance of work, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B15.2 Methodology should be presented in accordance with the Scope of Work identified in D3.

B15.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B15.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of Project-related issues;
- (c) the City's Project methodology with respect to the information provided within this RFP; and
- (d) any other issue that conveys your team's understanding of the Project requirements.

B15.5 For each person identified in B14.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Work identified in D3.

B15.6 The Proponent should provide a detailed description of:

- (a) An implementation plan, including how a parallel PARCs system will be implemented to minimize interruption of services provided at the Millennium Library Parkade, with a preference to no interruption of services;
- (b) Risk mitigation plan that identifies what will transpire if the newly installed PARCs and Card Access Security system does not work as planned at the onset.

- (c) A detailed plan outlining how the newly installed PARCs system will regulate shared Access Cards within the parkade to meet the requirements in section E3.3.1(f);
- (d) Provide a preventative maintenance plan for the newly installed systems to advise how the equipment manufacturer maintenance plan will be met.
- (e) How the parkade users will be affected during the implementation of the new systems, including any potential interruption of service delivery;
- (f) Whether any access to the parkade or portions of the parkade will be restricted during the implementation of the new systems;
- (g) How the services of the new systems at the Millennium Library Parkade will be transitioned to being fully operational by Winnipeg Parking Authority employees and contracted staff, not including maintenance which will form part of this Contract.
- (h) Transition plan at the commencement and expiration of the Contract to ensure minimal disruption to service delivery.

B15.7 Support and Service Level Management

- (a) Describe the Proponent's incident response and resolution approach and related actions for a variety of scenarios such as:
 - (i) Security breach
 - (ii) Data loss
 - (iii) System failures
 - (iv) Major system malfunctions

B16. PROJECT SCHEDULE (SECTION G)

- B16.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Work.
- B16.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B17. TECHNICAL REQUIREMENTS (SECTION H)

B17.1 User Authentication

- B17.1.1 Proponent should provide an in-depth description as to how their solution addresses system user authentication. The explanation should include, but not be limited to, the following:
 - (a) The ability to restrict and log any attempts to circumvent authentication;
 - (b) Reporting on authentication (e.g. by user, device, IP, access permissions); and
 - (c) The ability to restrict user access to various tasks and log any attempts by user to complete restricted tasks within the systems.

B17.2 Data Analysis and Usage Reporting

- B17.2.1 Proponent should provide an in-depth description regarding their methodology, tools / management software and processes utilized for the reporting of the Parking Access Revenue Control system usage and Access Card Security system. The explanation should include, but not be limited to, the following:
 - (a) Reporting on usage (e.g. by user, device, task completed);
 - (b) Examples of all standard built in reports;

- (c) Description of custom reports that can be created through the systems at no additional cost;
- (d) Examples of customized reports that would be an additional cost; and
- (e) Identify all raw data and include a data dictionary that can be accessed for further data analysis.

B17.3 Client & Customer Experience

- (a) Describe the client (the City) dispute resolution approach and any related actions when dealing with system issues.
- (b) Include details on the process to communicate to client regarding a system incident, its status and resolution. Provide details of what is included in the incident response plan.
- (c) Include details on the process to communicate to customer/end user regarding a system incident, its status and resolution. Provide details of what is included in the incident response plan

B17.4 Training

B17.4.1 The Proponent should provide in-depth details as to how their solution would address the City's training requirements. The explanation should include, but not be limited to, the following:

- (a) End-user operating training, at device deployment and upon request;
- (b) Technical support training for operational support staff;
- (c) Availability of all manuals and training documentation in electronic format
- (d) Examples of visual training and reference aids (e.g. customizable posters, cheat-sheets and online resources); and
- (e) Details as to how this training would be carried out, by whom, and a sample of what content would be covered in these training sessions.

B17.5 Service Management Reporting

B17.5.1 The Proponent should provide a thorough description of their service management reporting capabilities. The explanation should include, but not be limited to, the following:

- (a) Ability to track and report on all Incidents and Requests;
- (b) Ability to track Incident and Request type (e.g. hardware issue, software issue, user error); and
- (c) Methodology of measurement against the specified Service Level Agreement for uptime.

B17.6 System Security

B17.6.1 The Proponent should describe how the solution supports PCI compliance, including use of Point-to-Point Encryption (P2PE) technology.

B17.6.2 Proponents should describe how their systems support the following standards to ensure security of private information: ISO/IEC 27001, COBIT, HIPAA, NIST 800-53

B18. VALUE-ADDED SERVICES (SECTION I)

B18.1 The Proponent should specify what value-added services or features are available with their proposal above and beyond what has been specified in PART E or Form N. The Proponent should specify if there are any costs, limits or conditions for their availability.

B19. DISCLOSURE

B19.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B19.2 The Persons are:

- (a) NorTech Parking Systems Inc. (provided budget estimates)
- (b) Precise ParkLink Inc. (provided budget estimates)

B20. CONFLICT OF INTEREST AND GOOD FAITH

B20.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B20.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B20.3 In connection with its Proposal, each entity identified in B20.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B20.4 Without limiting B20.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B20.5** Without limiting B20.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B20.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B20.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B21. QUALIFICATION

- B21.1** The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B21.2** The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B21.3** The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with E4.5.6;
 - (e) meet the City's requirements for the confidentiality and security of information; including compliance with and ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent).
- B21.4** The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B21.5 Further to B21.3(b) and B21.3(d), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:

B21.5.1 That all information and materials acquired by the Proponent, or to which the Proponent may be given access, if successful under this Request for Proposal ("Confidential Information") shall be treated in accordance with D7 by providing:

- (a) confirmation that Confidential Information shall be maintained for the full term of the Contract at minimum, unless otherwise directed by the City in writing;
- (b) a description of how the Proponent's proposed Solution meets the requirements in D7, including:
 - (i) how the proposed Solution meets the requirements for rapid repatriation of Confidential Information;
 - (ii) the data format of the Confidential Information once extracted from the proposed Solution;
 - (iii) the proposed Solution's ability to purge Confidential Information based on City-approved records retention and disposition schedules; and
 - (iv) how the Proponent would address official, time sensitive access to information requests.

B21.5.2 That Confidential Information shall be stored, transported, and transmitted ("Sited") in a secure jurisdiction by providing:

- (a) written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or
- (b) written confirmation that the Confidential Information shall be Sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:
 - (i) what Confidential Information will not be Sited in Canada;
 - (ii) under what circumstances the above Confidential Information will not be Sited in Canada; and
 - (iii) where the above Confidential Information will be Sited.

The City reserves the right to assess proposed alternative jurisdictions, and may in its sole discretion determine whether such proposed alternative jurisdictions provide equivalent or greater protections to the Confidential Information than Canada.

B21.5.3 That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing:

- (a) That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing: a certificate of compliance with ISO/IEC 27001 (or a functionally equivalent standard, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53) from an accredited certification body; or
- (b) a written description of how the proposed Solution complies with ISO/IEC 27001, 27002, 27017, and 27018 (or functionally equivalent standards, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53).

The City reserves the right to assess any proposed functional equivalents to the ISO/IEC standards, and may in its sole and absolute discretion determine whether such proposed functional equivalents provide a satisfactorily equivalent level of protection.

The City further reserves the right to assess any written descriptions of compliance with the

ISO/IEC standards (or equivalents) to determine whether such written descriptions provide evidence of compliance that is satisfactory to the City), in its sole and absolute discretion.

B22. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B22.1 Proposals will not be opened publicly.
- B22.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B22.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B22.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B22.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B23. IRREVOCABLE OFFER

- B23.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid/Proposal.
- B23.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly formed and the contract security have been furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid/Proposal.

B24. WITHDRAWAL OF OFFERS

- B24.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B25. INTERVIEWS

- B25.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B25.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios e.g. on-premise or in-use demonstration.
- B25.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.
- B25.3.1 The proponent may be required to demonstrate their equipment and software on a date and time agreed with the Contract Administrator. The demonstration should be showing a system that has been installed and is currently in use. A demonstration should include but not limited to:
 - (a) Validate the functionality of the solution
 - (b) Prove that the solution seamlessly supports shared access cards
 - (c) Demonstrate reporting capability
 - (d) Demonstrate the ability to meet the mandatory requirements as outlined in section E.

B26. NEGOTIATIONS

- B26.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B26.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B26.3 If, in the course of negotiations pursuant to B26.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B27. EVALUATION OF PROPOSALS

- B27.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B21: | (pass/fail) |
| (c) Total Bid Price | 30% |
| (d) Form N: Non-Mandatory Requirements; (Section C) | 5% |
| (e) Experience of Proponent and Subcontractor; (Section D) | 10% |
| (f) Experience of Key Personnel Assigned to the Project; (Section E) | 5% |
| (g) Project Understanding and Methodology; (Section F) | 20% |
| (h) Project Schedule; (Section G) | 10% |
| (i) Technical Requirements; (Section H) | 15% |
| (j) Value-Added Services; (Section I) | 5% |
- B27.2 Further to B27.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B27.3 Further to B27.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is qualified.
- B27.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B27.1(a) and B27.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B27.5 Further to B27.1(c) where the Total Bid Price exceeds the estimate stated in D3.6 the City may determine that no award will be made in accordance with B28.2.1(a).
- B27.6 Further to B27.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B27.7 Further to B27.1(d), Form N: Non-Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with B12.

- B27.8 Further to B27.1(e), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B13.
- B27.9 Further to B27.1(f), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B14.
- B27.10 Further to B27.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B15.
- B27.11 Further to B27.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16.
- B27.12 Further to B27.1(i), Technical Requirements will be evaluated considering the information requested and submitted in accordance with B17.
- B27.13 Further to B27.1(j), Value-added services will be evaluated considering the information requested and submitted in accordance with B18.
- B27.14 Notwithstanding B27.1(d) to B27.1(j), where Proponents fail to provide a response to B9.2(a) to B9.2(g), the score of zero may be assigned to the incomplete part of the response.
- B27.15 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B25.
- B27.16 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B27.17 This Contract will be awarded as a whole.

B28. AWARD OF CONTRACT

- B28.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B28.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B28.2.1 Without limiting the generality of B28.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B28.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B28.4 The City may, at its discretion, award the Contract in phases.
- B28.5 Further to B28.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

- B28.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B28.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B28.7 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B28.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Combined Provision of Goods and Services (2020-01-31)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Combined Provision of Goods and Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. BACKGROUND

D2.1 Current System

D2.1.1 The Millennium Library Parkade is comprised of 477 parking stalls over 2 levels (P1, 215 stalls, and P2, 262 stalls) for a total of approximately 170,000 square feet. There is a vehicle entrance and exit from Smith Street and a vehicle entrance and exit from Donald Street. There are 4 stairwell entrances and 2 elevators allowing for access to and from the parkade levels. Vehicle entrances have vehicle detection pads to automatically open the overhead entrance doors. The entry stations have available spitter tickets for transient parkers, RFID readers for permit holders, as well as the gate arm to allow vehicle entry. Entry stations and gate arms are located inside the overhead entrance doors within the heated parkade.

D2.1.2 A secure bike parking cage area is located on P1. Bike access in and out of the parkade is at the Donald Street entrance and exit through the use of the ENTRACOMP® 28SA-Plus card access control system and a TOUCH CARD that is programmed in-house for the bike parking permit holders. The TOUCH CARD also opens the parkade overhead doors through use of a RFID reader on the outside and inside of the parkade overhead doors. The gate arms at the Donald Street entrance and exit are shorter to allow bike parking permit holders to easily walk around the end of the gate. Once inside the parkade, the same TOUCH CARD is used to gain access at the secure bike parking cage.

D2.1.3 Both vehicle exits are equipped with a PayInLane station. There is one (1) PayOnFoot station located outside the elevators on P1. Both the PayInLane stations and PayOnFoot station have the ability to accept credit card, vouchers, or cash payments, but are currently programmed to accept credit card and vouchers only.

D2.1.4 In addition to the PayInLane station at the Smith Street vehicle exit, there is a fully manned attendant booth. At the booth, spitter tickets are processed through a Fee Computer, to determine the amount owing for time within the parkade. Cash or voucher payments are accepted manually and processed through the Fee Computer. Debit card and credit card payments are processed by the attendant through a hand-held Point of Sale (POS) machine. Credit card payments can also be processed through the Fee Computer.

D2.1.5 Through a manual key, the booth attendant has the ability to override the gate arm to allow for vehicle exit should an emergency need arise.

D2.1.6 The ability to change the status of an access card from unissued to issued can only be performed by trained office operation users in order to limit the ability of programming the access cards.

D2.1.7 Once an Access Card is issued, there is a customized Re-sync program that allows specific users the ability to change the Access Cards status to BLANK, IN, or OUT, as needed. The Re-sync program allows for the changing of one or multiple Access Cards within a shared group.

D2.1.8 The existing PARC system allows the 10 trained users to have various roles and access to run reports, pull financial data, program an access card, change the status of one or all access cards, and program fee table, and program holiday dates, and holiday rates.

D2.1.9 In office, a voucher printer is used to pre-print vouchers with expiry dates and times. Through out the course of a year, there are approximately 4400 vouchers printed in 2019,

which are used to support various programs hosted through the Millennium Library, or to allow for parkade access for maintenance or repairs.

- D2.1.10 Current financial practices involve daily and monthly reports emailed from the PARC system to internal departmental finance inbox for reconciliation and auditing against actuals received and recorded from the payment clearing house and contracted staff records.
- D2.1.11 There are four (4) stairwells with access into and out of the Millennium Library Parkade. Three of the four parkade stairwells currently allow for unrestricted access from the ground level to P1 and P2 levels of the parkade between 6:30am and 7:00pm Monday to Friday. These stairwells are locked manually at 7:00pm Monday to Friday and unlocked manually at 6:30am Monday to Friday. They remain locked from 7:00pm Friday until 6:30am Monday. The fourth, Graham Avenue, stairwell currently has unrestricted access between the 3rd floor, skywalk, ground level and P1 and P2 levels of the parkade from 6:30am to midnight 7 days a week. The Graham Avenue stairwell door locks and unlocks automatically. There is an intercom on the outside of the ground level of the Graham Street stairwell that patrons can use to call the booth attendant for access if the door is locked. The booth attendant can view the door through CCTV equipment, and if appropriate they can remotely open the ground level door. Once this door is remotely opened, patrons can only go down to P1 and P2 of the parkade, as there is a caged door inside the Graham Street entrance that locks automatically at midnight every day, preventing access to the main floor, skywalk, and third floor.
- D2.1.12 For emergencies, none of the egress stairwell exits leading out of the parkade are ever restricted.
- D2.1.13 There are 2 elevators with unrestricted access between all levels of the Millennium Library (P1, P2, Main floor, skywalk and third floor) from 6:30am to midnight 7 days a week. From 12:00am to 6:30am Monday to Sunday, the elevators are locked.
- D2.1.14 The City intends to complete the set-up, installation, and configuration of all software and hardware of the PARC and Card Access security systems by May 1, 2021.

D3. SCOPE OF WORK

- D3.1 The Work to be done under the Contract shall consist of installation of a new PARC system, security card access system for the secure bike parking cage area and pedestrian access points of the Millennium Library parkade and the on-going maintenance of the newly installed systems for five (5) years from the completion of initial installation, with the option of five (5) mutually agreed upon five (5) year extensions.
- D3.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D3.1.2 Changes resulting from such negotiations shall become effective on first day of the new contract of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D3.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this contract may not be exercised.
- D3.2 The major components of the Work are as follows:
- (a) Decommissioning, and removal of the existing PARC system;
 - (b) Installation of new PARC system to allow for vehicle and bike entrance to the parkade, and a new Card Access Security system to control pedestrian entry into the parkade stairwells and elevators;
 - (c) Integration of the new PARC system with the existing stall count sign;
 - (d) Integration of the new Card Access Security system with new PARC system;

- (e) Training on new PARC and Card Access Security systems;
 - (f) Continued technical support for new PARC and Card Access Security systems.
- D3.3 The Work detailed in Form B: Prices, items 1 and 2, shall be completed as a whole. The Work detailed in Form B: Prices, items 3 ,4, 5 and 6 shall be done on an "as required" basis during the term of the Contract.
- D3.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D3.3.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D3.4 Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2020.
- D3.4.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.
- D3.5 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.
- D3.6 The funds available for this Contract are as follows:
- (a) Parking Access Revenue Control (PARC) System \$373,000.00
 - (b) Card Access Security System \$100,000.00

D4. COOPERATIVE PURCHASE

- D4.1 The Contractor is advised that this is a cooperative purchase.
- D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations, and estimated quantities.
- D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;

- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.

D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "**Access Card**" means a physical card provided to the permitted parker that allows them to gain entrance or exit to the parkade, Access cards can be programmed or set to a status of IN, OUT, or NULL.
- (b) "**Access Card Group**" means the concept of multiple Access Cards being in the same category or group. Group would also support the ability to set Hard Anti-Passback at a level other than the total number of Access Cards in the Group.
- (c) "**Card Access Security System**" means the system where RFID and spitter ticket readers allow for pedestrian access into the parkade.
- (d) "**COBIT**" means the Control Objectives for Information and Related Technologies framework.
- (e) "**EMV**" means the payment method standard introduced by the Europay, Mastercard, and Visa consortium and now maintained by EMVCo.
- (f) "**Fee Computer**" means the spitter ticket and voucher validator, and cash till computer at the Millennium Library Parkade booth.
- (g) "**Hard Anti-Passback**" means the permitted parker may not enter the parkade if their Access Card is in a status of IN. The parker will also be denied the ability to exit the parkade if the Access Card is in a status of OUT.
- (h) "**HIPAA**" means the Health Insurance Portability and Accountability Act
- (i) "**IN status**" means the access card has been used to allow a permitted parker's vehicle to enter the parkade.
- (j) "**ISO/IEC27001**" means the information security management international standard 27001.
- (k) "**NIST 800-53**" means the National Institute of Standards and Technology Special Publication 800-53.
- (l) "**NULL status**" means the permitted parker may either enter or exit the parkade at which point the status of their card is set to either IN or OUT status.
- (m) "**OUT status**" means the access card has been used to allow a permitted parker's vehicle to exit the parkade.
- (n) "**PA-DSS**" means Payment Application Data Security Standard.
- (o) "**PARCs**" means Parking Access Revenue Control System.
- (p) "**PayInLane (PIL)**" means a payment station located at parkade exit and used typically by vehicles exiting the parkade.
- (q) "**PayOnFoot (POF)**" means a payment station typically located near a stairwell entrance to a parking lot or inside the parking lot that allows a driver to pay their parking fee before they get to the exit PIL station.
- (r) "**PCI**" means Payment Card Industry.

- (s) "**PCI DSS**" means Payment Card Industry Data Security Standard.
- (t) "**Permitted Parker**" means any person who prepays for parking, either vehicular or bike, and is provided an Access Card that can be used to enter and exit the parkade.
- (u) "**POS**" means Point of Sale hand-held equipment used to process credit card and debit card payments at the Millennium Library Parkade.
- (v) "**Proponent**" means any Person or Persons submitting a Proposal for Goods and Services;
- (w) "**Re-Sync**" means the process of setting one or multiple Access Cards to a state of BLANK, or IN, or OUT.
- (x) "**Soft Anti-Passback**" means the permitted parker may enter the parkade if their Access Card is in a status of IN. The parker will also not be denied the ability to exit the parkade if the Access Card is in a status of OUT.
- (y) "**Spitter Ticket**" means the paper access card provided to the a transient parker when they enter the parkade.
- (z) "**Stall Counter**" means the current system, SignControl from ExpressVMS version 1.0.0.0, in place to track the number of available stalls within the parkade.
- (aa) "**TLS**" means Transport Layer Security version 1.2 or greater.
- (bb) "**TOUCH CARD**" means the current Access Cards programmed through the ENTRACOMP® 28SA-Plus card access control system and used by bike permit holders to enter and exit the parkade door and enter and exit the secure bike parking cage area.
- (cc) "**Transient Parker**" means any person who uses the parkade and does not have a pre-authorized access card. To enter the parkade they must obtain a spitter ticket when they enter the parkade and pay for the time they spend in the parkade upon exiting based on the hourly rate set in the PARCs system.
- (dd) "**Value Card**" means with a prepaid Value Card, a Transient Parker can prepay parking fees and use the parkade until the money on the card has run out, at which time they can add additional funds to the Value Card.
- (ee) "**Voucher**" means a paper card that is provided to someone that can be used to pay for parking when they exit the parkade as a Transient Parker. The voucher has no inherent value and can only be used to pay for parking at the parkade. The driver would provide the voucher to the booth attendant or insert the voucher into a PIL or POF station to pay for their parking.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Ajaleigh Williams
Program Manager

Telephone No. 204 293-7301

Email Address: awilliams@winnipeg.ca

D6.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. INFORMATION MANAGEMENT

D7.1 The City shall only provide access to Confidential Information,(meaning any and all information concerning the City, the Project, and the Services, that is supplied by or to which access is given to the Contractor by the City or which in any other way comes into the possession or knowledge of, or is stored by or otherwise accessed by, the Contractor during the course of performance of the Services (regardless of format or medium),including "Personal Information" as defined by *The Freedom of Information and Protection of Privacy Act (FIPPA)*, as specified in this Contract. Any collection, use, disclosure, storage, or destruction of Personal Information is

done so by the Contractor as an information manager pursuant to s. 44.1 of *The Freedom of Information and Protection of Privacy Act*.

- D7.2 Further to D7.1, all Confidential Information is and shall remain the property of the City. The Contractor shall not disclose or appropriate to its own use or promotional material, or to the use of any third party, all or any part thereof without the prior written consent of the City. The Contractor shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the Contract Administrator.
- D7.3 Further to D7.1, the Contractor shall:
- (a) only use, access, or view Confidential Information to the extent necessary to provide the services specified in this Contract;
 - (b) not disclose Confidential Information to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (c) ensure that no person under its supervision or control makes any unauthorized copies or reproductions of, or discloses, any Confidential Information, in whole or in part, in any form or medium;
 - (d) ensure that its officers, employees, and agents are aware of and comply with the requirements and obligations in this Contract and any applicable legislation, including FIPPA;
 - (e) keep the Confidential Information strictly in confidence and shall take such steps as are necessary to protect the confidentiality of the confidential information and ensure that it is used, accessed and disclosed only in accordance with the terms and conditions of this Contract and any applicable legislation, including FIPPA;
 - (f) put into place reasonable security arrangements, including administrative, technical and physical safeguards, that ensure the confidentiality and security of the Confidential Information and that guard the Confidential Information against such risks as unauthorized use, access, alteration, disclosure, and destruction (each a "Breach"). These security measures shall take into account the sensitivity of the Confidential Information and the medium in or through which it is stored, handled, transmitted, transferred or disclosed; and
 - (i) establish and comply with written security procedures and policies respecting the Confidential Information, which shall include:
 - (i) provisions for identifying, recording, and reporting to the City all Breaches and attempted Breaches respecting the Confidential Information; and
 - (ii) corrective procedures to promptly address any such Breaches;
 - (ii) ensure that its officers, employees, and agents sign written confidentiality agreements to protect against unauthorized access, use, disclosure, or destruction of Confidential Information; and
 - (iii) upon request, provide evidence of compliance with compliance with the data security provisions of this Contract.
- D7.4 The Contractor shall legally bind all employees, agents, Subcontractors, officers, and directors of its organization (where applicable) to the protection of privacy and information handling for all Confidential Information via written agreements which contain protections no less strict than those contained within the Contract, and in compliance with any additional requirements imposed by FIPPA or the Manitoba Personal Health Information Act ("PHIA") and any other applicable legislation.
- D7.5 The City requires rapid repatriation of the Confidential Information data in the event of Contract termination or expiry, or upon request. Accordingly, the Contractor shall:
- (a) have a process to maintain data security for the City's Personal Information upon Contract termination or expiry; and
 - (b) collect package and transmit the Data, including all Confidential Information (including backups), back to the City within two (2) weeks of receipt of City's request for same.

D8. NOTICES

- D8.1 Notwithstanding C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D8.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D8.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D6.
- D8.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. SUBCONTRACTOR LIST

- D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

CONTROL OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the insurance specified in D10;
 - (iii) the Subcontractor list specified in D11; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13. COVID-19 SCHEDULE DELAYS

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.
- D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D14. RECORDS

- D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and

(d) description and quantity of goods supplied.

D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D15. INVOICES

D15.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D15.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

D16.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D17. PAYMENT SCHEDULE

D17.1 Payment Schedule (Progress Payments)

- (a) The Proponent shall provide in their project proposal a payment schedule that clearly states payment amounts and conditions associated to specific project milestones. The conditions of the milestones must be clear and precise, i.e. evaluate that a project milestone is reached and all deliverables associated to that milestone have been produced to the satisfaction of the City, prior to issuing payments.

D17.2 Holdback

- (a) The City of Winnipeg will hold back 15 percent (15%) of the final progress payment payable 60 calendar days after project completion. Project shall be considered complete when all contracted work as specified in the Contract has been completed and all Deliverables have been approved by the Contract Administrator.

D17.3 Software licence costs are not included in the holdback.

D18. WARRANTY

D18.1 Notwithstanding C13, Warranty will be applicable for the initial term (5 years) of the Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
P1	MILLENNIUM LIBRARY LEVEL "P1"
P2	MILLENNIUM LIBRARY LEVEL "P2"
P3	MILLENNIUM LIBRARY LEVEL "P1 & P2" SIGNS

E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B8.

E2. DECOMMISSIONING AND DISPOSAL

E2.1 The Contractor shall be responsible for the removal of the existing parking access revenue control system at the Millennium Library Parkade as follows:

- (a) RFID readers for vehicle entrance and exit of the parkade, and bike entrance to the parkade and the bike cage
- (b) Spitter Ticket stations
- (c) Pay In Lanes
- (d) Pay on Foot
- (e) Voucher printer
- (f) Existing electrical and data cable wiring specific to the PARC system for the items listed in E2.1(a) –(e).

E3. GENERAL REQUIREMENTS

E3.1 The Contractor shall provide new equipment as follows:

- (a) Entry Equipment
 - (i) Two (2) entry gate arms. One (1) of the entry gate arms shall be shorter to allow for bike entry into the parkade.
 - (ii) Entry stations to allow vehicle entry at two (2) entrances. This would include RFID readers for access cards holders, and spitter ticket dispensers for transient parkade users
 - (iii) Intercom to contact booth attendant
 - (iv) RFID reader to open the overhead door and allow bike entry at one (1) parkade entrance
- (b) Exit Equipment
 - (i) Two (2) exit gate arms. One (1) of the exit gate arms shall be shorter to allow for bike exit from the parkade.
 - (ii) Two (2) pay in lane (PIL) stations, with debit and credit Chip and PIN capability and cash capability

- (iii) One (1) pay on foot (POF) station, with debit and credit Chip and PIN capability and cash capability
 - (iv) Intercom to contact booth attendant
 - (v) RFID readers to allow vehicle exit at two (2) exits
 - (vi) RFID reader to open the overhead door and allow bike exit at one (1) parkade exit.
- (c) Stairwell and Elevator Area Access Control
- (i) RFID readers and Spitter ticket readers at each of the four (4) stairwell access points identified on diagrams P1 and P2. Intercom to contact booth attendant required at one of the access points; and
 - (ii) RFID readers and Spitter ticket readers and intercoms to contact booth attendant, required at secured access adjacent to the two (2) elevators access points identified on diagrams P1 and P2.
- (d) Other Equipment
- (i) One (1) RFID reader to allow entry into secure bike parking area
 - (ii) One (1) Voucher equipment validator and printer
 - (iii) Fee Computer equipment for booth attendant
 - (iv) Signage for locating PayOnFoot station, and access points
 - (v) All necessary electrical and data cable wiring to connect the PARC system, card access security system, and stall counter sign into the Millennium Library Parkade.

E3.2 System Requirements

- E3.2.1 The Contractor shall provide an on-premise hosted or cloud-based solution and shall identify in the submission which is being proposed.
- E3.2.2 The Contractor shall be PCI compliant and shall provide annual PCI Attestation of Compliance.
- E3.2.3 The Contractor shall provide a detailed matrix of PCI DSS requirements, identifying all appropriate controls and respective responsibilities of the proponent and/or the City of Winnipeg.
- E3.2.4 All hardware and software that impacts card holder data shall be PA-DSS and EMV compliant, where applicable, and will continually be updated to maintain compliance as the standard evolves or is superseded.
- E3.2.5 The Contractor shall keep three (3) years PCI compliance related documentation in respect to this work.
- E3.2.6 The Contractor shall provide, at no additional cost, all software upgrades for equipment which are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons for the supported life of the equipment.
- E3.2.7 The Contractor shall coordinate with the Contract Administrator within seven (7) business days from the time an update or a patch is released by the manufacturer to provide the upgrade. Security vulnerability patches must be processed as soon as possible.
- E3.2.8 The Contractor shall provide, at no additional cost, all software upgrades for equipment which are considered enhancements to existing features for the term of the Contract.
- E3.2.9 The Contractor shall provide complete technical requirements and architectural diagrams of the proposed solution.
- E3.2.10 The Contractor shall provide production and development and test environment as well as a detailed transition plan to ensure no down time or loss of service to the parkade.
- E3.2.11 The proposed solution shall have the ability to be integrated and used in the future to manage multiple surface parking lots.
- E3.2.12 The proposed solution shall use TLS or equivalent cryptography for all connections bearing sensitive information.

- E3.2.13 The proposed solution shall use the proponent's PCI DSS compliant infrastructure to securely transmit payment data to the proponent's facility for processing. No payment card information shall be stored on City of Winnipeg systems.
- E3.2.14 The proposed solution must be audited and certified to one of the following standards or have sufficient compensating controls to ensure security of the private information: ISO/IEC 27001, COBIT, HIPAA, NIST 800-53
- E3.2.15 The proposed solution must allow for individuals to request a copy of their own personal information held within the systems, through obtaining a receipt at the conclusion of their parking payment transaction or through verification of their parking payment transaction with their financial institution.
- E3.2.16 The proposed solution must allow for individuals to request a correction/annotation of their own personal information held within the systems. If the systems share personal information with other entities, these holders must be notified of correction/annotation.

E3.3 Functional Requirements

E3.3.1 Parkade Access Requirements

Proposed solution shall:

- (a) Have entry and exit stations that are easily readable in brightly lit areas;
- (b) Be compatible with widely available assistive technologies and devices to ensure conformance with the Accessibility for Manitobans Act;
- (c) Have entry and exit stations that allow transient parkers to receive a Spitter Ticket on entrance and pay for their time in the parkade upon exit. Exit stations and POF shall have a lost ticket option for selection to allow the user to pay the lost ticket charge upon exit;
- (d) Require Entry and Exit gate arms which automatically open once access control is verified. Allow Entry and Exit gate arms to be opened manually by a booth attendant, as required;
- (e) Support the concept of IN, OUT, and NULL status for Access Cards, with the ability to set either Hard or Soft Anti-Passback for individual or Group Access Cards;
- (f) Allow for operational staff to re-synchronize an individual Access Card, an individual Access Card within a group, a group of Access Cards, or all Access Cards to an IN, OUT, or NULL status;
- (g) Provide the ability to set permissible payment methods, including cash, debit, credit cards and other contactless payment methods at all exit stations. PIL and POF stations shall have Chip and PIN capability for payment cards;
- (h) Provide the ability to set a time limit for Spitter Tickets to be valid, and revise the time limit as needed;
- (i) Allow for individual or Group Access Cards to be restricted based on specific days of the week or times of the day, and allow for the ability to change these restrictions as needed;
- (j) Support the ability for Access Card holders using the parkade outside of their Access Card permitted hours to pay for their time in the parkade;
- (k) Support the ability to have shared Access Cards, where only one of the two, or more Access Card holders may be present in the parkade at one time. Should the additional shared Access Card holders attempt to enter the parkade, the system shall advise the Access Card holder entering the parkade that another shared Access Card is already present in the parkade, and deny entry to the parkade through the use of the Access Card;
- (l) Allow for different rates of pay to be set for different dates, and/or time periods;
- (m) Allow for a rate to be set for a lost ticket;

- (n) Log all system user driven actions, to identify the action, the user name, and the date and time of the action;
- (o) Integrate with the existing stall counter to track cars in and out and display available stall count of the parkade, with the ability to reset counts and revise maximum capacity of the parkade;
- (p) Provide the ability to allocate and print Vouchers, assign a limit to the Voucher value and set a Voucher expiry date and time; and
- (q) Allow the user the ability to purge any data based on type of data and by date ranges. Data purges shall also be able to be scheduled and executed on a pre-defined schedule. Data purge activity shall be logged.

E3.3.2 System Reporting Requirements

Proposed solution shall:

- (a) Allow for all reports and queries to be available, where applicable, for both Transient parkers and Access Card holders;
- (b) All reports and queries shall have the option to print or generate a PDF or, where appropriate, an Excel document;
- (c) Allow for the entry of specific parameters to generate reports with date ranges that support calculation based on dates and times, and have the ability to have reports auto generated based on a schedule and delivered to a pre-defined distribution list via email;
- (d) Enforce separation of duties to ensure that audit logs are protected against unauthorized modification and deletion;
- (e) Have the ability to generate the following reports to show the following data, at a minimum:
 - (i) Entrance and Exit transactions of Transient parkers and Access Card Holders;
 - (ii) All transactions where Access Card holders arrive before or stay after their Access Card permitted hours;
 - (iii) Audit log for all occurrences when any gates are opened manually;
 - (iv) Audit log of all re-synchronization activities of Access Cards;
 - (v) Data on all occurrences of Lost Tickets and associated transactions;
 - (vi) Vacancy rates by hour, day, month and/or year for both Transient parkers and Access Card holders;
 - (vii) All Access Card abuse or errors at entry and exit stations;
 - (viii) Voucher usage and associated transactions;
 - (ix) Transient parker transactions for financial reporting periods including monthly, year to date, last month, current month, year, etc.;
 - (x) Financial report by payment type, including cash, debit, credit card, and Vouchers; and
 - (xi) Access Card entry at all parkade access points.

E3.4 Stairwell and Elevator Area Card Access Security Requirements

The proposed solution shall

- (a) Secure access points from the exterior of the parkade into stairwells (SW, SE, Central and Graham Ave, as per Diagram P1 and P2) and the Graham Ave doors leading into P1 and P2 levels, ensuring only patrons with a valid Spitter Ticket or Access Card, may gain entry into the parkade. The proposed solution shall be designed to prevent unauthorized ingress, but the doors must remain unrestricted in the direction of egress at all times;

- (b) Have the added ability to program Access Cards for gaining admission to the parkade through stairwells only. These Access Cards are required to be easily programmed by trained internal staff;
- (c) Have the ability to provide unrestricted access to the parkade stairwells with a valid Access Card, regardless of the IN, OUT, or NULL status of the Access Card for vehicular entrance;
- (d) Have the ability to identify when an Access Card or Spitter Ticket are no longer valid and deny parkade access when scanned or swiped; and
- (e) Track all access point entries into the parkade.

E3.5 RECORDKEEPING REQUIREMENTS

To satisfy City of Winnipeg recordkeeping requirements, the procured solution shall:

- (a) Allow for information management actions to be assigned to users based on roles (e.g., create, read, modify, delete, etc.);
- (b) Manage and maintain data/records and their associated metadata within the systems until they can be exported out;
- (c) Provide the functionality of exporting records and associated metadata into human-readable formats for manual recordkeeping and management in external locations;
- (d) Allow users with appropriate role-based access to permanently delete records that have been authorized for legal destruction, and if possible, produce a certificate, report, or log of deletion; and
- (e) Produce a report detailing success or failure during the export process (including identification of those records which generated errors or were not successfully exported).

E4. OPERATING AND MAINTENANCE REQUIREMENTS

- E4.1 Prior to installation, the proponent shall provide details regarding how a PARCs parallel system will be implemented to minimize interruptions to services provided at the Millennium Library Parkade. The Contractor shall also provide detailed end of contract transition plans. These implementation and transition plans will be required to be signed off by the City of Winnipeg.
- E4.2 The Contractor shall provide verification that the new PARCs and Card Access Security system meets or exceeds the same level of service, and obtains final implementation sign off from the City of Winnipeg, prior to transitioning to full use of the new PARCs and Card Access Security system.
- E4.3 Preventative Maintenance Plan:
 - E4.3.1 The preventative maintenance plan shall adhere to the equipment manufacturers maintenance schedule and visual inspection of all equipment will be conducted, at minimum, on a quarterly basis.
 - E4.3.2 The Contractor shall commence preventative maintenance plan as per B15.6(d), to maintain services throughout the term of the contract.
 - E4.3.3 All manufacturer recommended preventative maintenance will be completed at no additional cost during the warranty period.
- E4.4 Repairs and Maintenance
 - (a) The Contractor shall provide a recommended list of spare hardware modules to keep in their inventory to maintain service levels and prevent revenue loss; and provide an itemized cost for each item.
 - (b) The Contractor will ensure a sixteen (16) hour turnaround time from the Contractor receiving notice of equipment failure until equipment is back in service.

- (c) The Contractor will call-back to confirm the service call within four (4) hours of receiving the call/message.
- (d) The Contractor will submit a detailed service report to the Contract Administrator for any service work performed on the equipment.
- (e) The Contractor will provide 24/7 telephone technical support, with on-site back-up support if required, at no additional charge during the term of the contract.
- (f) For any regular service technical problems which cannot be diagnosed and resolved by telephone and/or internet, a qualified service technician will be on-site within four (4) hours of failure of service by telephone and/or internet.
- (g) A cash allowance shall be made available for emergency repairs and maintenance in the parkade. The cash allowance shall only be used on an as required basis and the Contract Administrator shall be notified prior to any repairs for authorizing approvals.
- (h) For the initial term of the contract, the Contractor will provide an option for a new or comparable replacement device or accessory, where a device or accessory is not fully functional at least ninety eight percent (98%) of the time during the quarter period.

E4.5 Training and Documentation Requirements

- E4.5.1 The Contractor shall provide an electronic PDF copy for equipment, at no additional cost, including but not limited to the following:
 - (a) Operations manual;
 - (b) System administration and configuration manual;
 - (c) Installation manual;
 - (d) Reporting system manual;
 - (e) Basic to intermediate troubleshooting procedures;
 - (f) Quality control and performance maintenance procedures required to maintain warranty; and
 - (g) As built drawings and wire diagrams for all terminal connections.
- E4.5.2 The equipment documentation shall contain all of the information required for all operation and maintenance of the equipment.
- E4.5.3 Following the installation, the Contractor shall provide software operations training by qualified personnel in all modules at the site at no additional cost. The training agenda will be submitted to the Contract Administrator seven (7) business days prior to the scheduled training date(s) for review.
- E4.5.4 Following the installation, the Contractor shall provide basic to intermediate troubleshooting, repair and maintenance to a minimum of five (5) site field staff designated to maintain service levels and prevent revenue loss. The training agenda must be submitted to the Contract Administrator seven (7) business days prior to the scheduled training date(s) for review and training is provided at no additional cost.
- E4.5.5 The Contractor shall provide an additional 24 hours of on-site training, in any area, at the Contract Administrator's request during the first six (6) months after the documented completion date.
- E4.5.6 The Contractor shall install signage and provide marketing and communication material that can be used to inform parking customers of any parking disruptions before and during the installation of the systems as well as providing signage at all parkade exits and access points to remind patrons to have their Spitter Tickets or Access Cards in order to regain entry into the parkade. Signage shall be consistent with existing signage found in the parkade as shown in diagram P3. Signage shall be clear and easy to understand, made of a rugged material, and mounted in locations approved by the contract administrator.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.