



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 818-2020

AUTOMATED CASHIERING SOLUTION AND IMPLEMENTATION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 AUTOMATED CASHIERING SOLUTION AND IMPLEMENTATION.

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 20, 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 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.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 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.

B4.2 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.

B5. ADDENDA

- B5.1 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.
- B5.2 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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.
- B6.5 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.
- B6.6 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.

- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 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 B26.
- B6.9 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.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Implementation Plan (Section E) in accordance with B12;
 - (d) Project Schedule (Section F) in accordance with B13;
 - (e) Business and Functional Requirements (Section G) in accordance with B14;
 - (f) Technical and Non-Functional Requirements (Section H) in accordance with B15;
 - (g) Training and Ongoing Support (Section I) in accordance with B16; and
 - (h) Value Added Services (Section J) in accordance with B17.
- B7.3 Further to B7.1 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.
- B7.4 Further to B7.2, 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.
- B7.5 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.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B26.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 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.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 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.

B9. PRICES

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified in D3 Scope of Services and on Form B: Prices.
- B9.1.1 The amount of \$4,189.00 (approximate WPS hosting costs for on premise solution) will be added to each item in Alternative 2, as shown on Form B: Prices to equalize the Alternative 1 (Cloud) and Alternative 2 (On-premise) solutions.
- B9.1.2 Notwithstanding C12.2.3, the price 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.
- B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

- B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design and contract administration services on up to three projects of similar complexity, scope and value.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) variation in original and final costs;
- (d) project owner; and
- (e) reference information (one current name with telephone number per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B10.3 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.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Describe the approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 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 B11.1.1.

B11.3 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 B10, 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) project Owner;
- (d) reference information (one current name with telephone number per project).

B12. IMPLEMENTATION PLAN (SECTION E)

B12.1 Describe the firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Methodology should be presented in accordance with the Scope of Work identified in D3.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements; and
- (b) any other issue that conveys the team's understanding of the Project requirements.

B12.5 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Work identified in D3.

B13. PROJECT SCHEDULE (SECTION F)

B13.1 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.

B13.2 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.

B14. BUSINESS AND FUNCTIONAL REQUIREMENTS (SECTION G)

B14.1 The Proponent should describe how the proposed solution addresses the following requirements:

(a) Administrative Functions

- (i) allow administrators to create and manage all aspects of business and administration settings.
- (ii) have both Administrator only functions and User functions.
- (iii) allow minimum settings which include user, customer, unique products/services and associated prices with corresponding five segment account codes, multiple payment types PER TRANSACTION and methods including cash, cheques, VISA, MasterCard, American Express and Debit cards.
- (iv) allow tax or no tax set up for each unique product/service.

(b) Payment Management Functions

- (i) allow user to log in with unique ID.
- (ii) allow user to create a new payment.
- (iii) default payments to current date.
- (iv) allow user to cancel transaction.
- (v) allow user to void or adjust an open payment.
- (vi) print receipts displaying the WPS logo to provide to the customer, detailing the purchase and cost
- (vii) allow printing of duplicate receipts.
- (viii) allow reprinting of receipts at a future date.
- (ix) have a unique receipt number.
- (x) display tax amounts on receipt.
- (xi) allow for misc. payments with keyed account numbers/description.
- (xii) allow for invoice payments with invoice number data field.
- (xiii) have the ability to accept EFT, banking and online payments.
- (xiv) keep an electronic audit trail of all transactions performed. Audit information is available to the administrators and cashiers.
- (xv) allow cash drawer functionality.
- (xvi) allow emailing of receipts.
- (xvii) scan/endorse cheques.
- (xviii) perform payment inquiries\lookups\searches.

(c) Reporting Requirements

- (i) end of day report for each cashier, summarizing sales by product/service and payment type to balance against money tendered, ability to summarize tax collected.

- (ii) end of day report summarizing all cashier transactions by product/service sold to balance against all money tendered that day, ability to summarize total tax collected.
- (iii) preform payment inquires/lookups/searches.
- (iv) ability to export data queries/reports to Microsoft Excel and other reporting formats.

(d) System Interface

- (i) have the ability to interface with PeopleSoft.
- (ii) have the ability to integrate with various payment processors (pinpads).

B15. TECHNICAL AND NON-FUNCTIONAL REQUIREMENTS (SECTION H)

B15.1 Technical Architecture

The Proponent should describe the overall architecture of the proposed solution. Include any relevant models / diagrams and descriptions necessary to convey the following architectural perspectives of the proposed solution (business, application, information and technology).

- (a) Business architecture: Describe how the proposed solution is designed to meet the specific business functions and processes envisioned for the Winnipeg Police Service.
- (b) Data architecture: Describe how information is organized, secured, and managed within the proposed solution. Include a description of the key data entities relevant to the business scope of the proposed solution and how these entities are managed over the long-term. Include any references to data / information that is persisted and managed internal to the proposed solution and/or linked to any external systems.
 - (i) Data stored and transmitted within the solution shall be encrypted both at-rest and in-transit.
- (c) Application architecture: The Proponent should provide a description of:
 - (i) the modules and components of the proposed solution, and how they relate to the required functions of the solution.
 - (ii) the underlying technology platform (e.g. Java, .Net, etc.) and industry standards on which the proposed solution is based. (include any and all third-party applications / components delivered within the core solution and/or external components on which the solution is dependent. Provide a list of third-party licenses/subscriptions that would be part of the proposed solution for the term of the contract. Indicate all the supported browsers and/or platforms).
- (d) Technical architecture: Describe the “typical” deployment configuration(s) and network topology used to host the solution, and the recommendation for the WPS in this proposal. Include all deployment nodes (application servers, database servers, end-user workstations, mobile devices, etc.) and the corresponding deployment unit(s) (applications, modules, components) installed on each. Include any relevant network components (firewalls, zones, etc.) and/or enterprise systems (Directory Server, Mail Server, etc.) as applicable.
- (e) SaaS (Cloud) – Security and Privacy Requirements - The following information is required in accordance with B20:
 - (i) Describe all the policies, procedures and safeguards that are in place to ensure the confidentiality, security, accuracy and integrity of WPS information and to protect the information against unauthorized use, access, disclosure, alteration, retention or destruction. The policies, procedures and safeguards should also address the medium in which the information is stored, handled, transmitted and transferred.
 - (ii) Describe the policies, procedures and safeguards that are in place to ensure the security of the confidential information in electronic form when the computer hardware or removable electronic storage devices on which it is being recorded are being disposed of or transported for any reason including the transfer of data or the repair of equipment.

- (iii) Describe the security procedures in place relating to the transfer of confidential information and data to the WPS or a third party identified by the WPS upon the expiration or termination of the agreement with the WPS.
- (iv) Describe the physical security of the facility hosting the service of the Proponent's delivered solution.
- (v) Identify the person(s), including contact information:
 - ◆ who the firm will designate as the WPS contact in the event of a privacy breach; and
 - ◆ who will respond to questions about the firms handling of private information.

B15.2 System Management

The Proponent should describe the system management activities and processes required to operate and maintain the vitality of the proposed solution over time.

- (a) Access: the ability to define and control user access to functions and datasets through combination of role-based and group-based authorization controls. Describe the features and capabilities used to control access (granted/denied) and user profile and session management.
- (b) Backup & Recovery: recommended backup and recovery approach and processes. Describe the required activities required to maintain backups of both operational / business data and system configuration to ensure recovery of data in the event of a destructive system failure (affecting the data).
- (c) Upgrades: Describe the upgrade process and indicate the level of impact to systems operations.
- (d) Reporting: Describe how the proposed solution handles the following reporting requirements;
 - (i) View and export of reports generated on-screen.
 - (ii) Report customization.
- (e) Data Archiving/Purging: Provide a description of the following
 - (i) Information archiving capabilities.
 - (ii) Information purging capabilities.
 - (iii) Default data retention period (minimum of seven (7) years).
 - (iv) Procedures detailing the data archiving and purging processes.
- (f) Availability
 - (i) Describe the expected availability of your solution (expected 24X7 availability).
- (g) API
 - (i) Describe any out-of-box API that is available with your solution, including what API calls can be performed.

B15.3 Performance

The Proponent should describe the performance of the proposed solution for common functional activities. Performance metrics should be relative to normal operating conditions.

- (a) Start-up Performance: Provide typical metrics for user login and start-up of the application/major functions. Describe performance expectations for application start-up and user login.
- (b) Standard Tasks Performance: Describe performance expectations for common tasks such as but not limited to creating/editing collection routes, running reports, etc.
- (c) Reporting Performance: Describe performance expectations for standard report generation (standard, pre-defined reports).

B15.4 Support and Warranty

The Proponent should describe the support, warranty and maintenance services offered with the proposed solution.

- (a) **Support and Maintenance Services Post-Implementation:** Describe the support and maintenance services post-implementation including Service Level Agreements (SLA), for both software and hardware components. Include delineation between tasks for which the WPS will be responsible vs. those that the firm's support services will provide. For System Down issues, the WPS is seeking unlimited technical support offered from Monday-Friday, 0800 hrs - 1700 hrs Central Standard Time;
- (b) **Business and/or Technical Support:** Describe the types of business and/or technical support offered to the firm's customers. Include any limitations, restrictions, or constraints for accessing the firm's support services. Include response times related to all support activities.
- (c) **Incident Management:** Describe the firm's customer facing and internal processes for managing incidents, including issue detection, classification and escalation approach.
- (d) **Warranty:** Describe the hardware and installation warranty. Include delineation between tasks for which the WPS will be responsible vs. those that the firm's warranty services will provide. Include any additional information regarding support that may be of interest to the WPS.

B15.5 Usability

The Proponent should describe how the proposed solution is designed to be user-friendly and intuitive. Include a robust description of the global design features within the solution that assist and guide the user through an aesthetically appealing experience when performing routine tasks. The WPS describes usability as the capability of the software to be understood, learned, operated, and attractive to the user. In the response, please consider the points below.

- (a) **Understandability:** The proposed solution should demonstrate the following characteristics: Descriptions and demonstrations are available to solution users. Guides and context sensitive messages are displayed to solution users.
- (b) **Learnability:** The proposed solution should demonstrate the following characteristics: Functions can be absorbed quickly. Functions and flows within the solution are intuitive and require actions that are discreetly defined and apparent.
- (c) **Operability:** The proposed solution should demonstrate the following characteristics: There is consistency across functions and screens. Common data elements can be selected rather than entered. Colour coding and conditional formatting is used to indicate status/state of a system artifact or data element. Icons and images are used, where beneficial to the user experience. Data visualization techniques are applied, to facilitate understanding of presented data. Navigation through the solution functions is clear and can be effectively done without a mouse when applicable. Self-explanatory messages that clearly indicate resolutions are present where appropriate. The ability to undo actions is provided where appropriate.
- (d) **Attractiveness:** The proposed solution should demonstrate the following characteristics: Screen layouts are aesthetically pleasing. Styles, colors and fonts are used consistency throughout the application. The application has a modern look and feel when using solution functions.

B15.5.1

The Proponent should describe the capability of the proposed solution to scale to accommodate increased user demands, peak load times, and other high-volume usage scenarios. Describe the capability of the solution to scale to accommodate future enhancements. Proposals should include the following information on the scalability of the solution:

- (i) What is the maximum number of concurrent users supported in the proposed solution?

- (ii) Required lead time to scale, as required, to meet expected performance increases.
- (iii) Is this scalability temporary or permanent?
- (iv) What is date of the last performance benchmarking test? Attach any recent performance benchmarking reports to an appendix?
- (v) What other options exist to assist in addressing variable service demand by the public within a fixed annual service budget?

B15.6 Security

The Proponent should describe how the proposed solution meets the following security requirements:

- (a) the authentication methods used to ensure there is no unauthorized access to the product.
- (b) the approach to patch and vulnerability management.
- (c) how customers are notified of any vulnerability in the product.
- (d) how the product protects customer data such as authentication credentials.
- (e) the security incident management process.
- (f) what options are available with the solution to protect/mitigate against ransomware attacks.
- (g) data residency.
- (h) the host infrastructure, solution components, and solution data to reside entirely within Canada.

B16. TRAINING AND ONGOING SUPPORT (SECTION I)

B16.1 The proponent should describe in detail about

- (a) Onboarding session to introduce the platform, subscription details, communication structure between the client and proponent, and provide a demonstration of how to program the application.
- (b) Onboarding online or in-person with two-way communication.
- (c) Platform troubleshooting resources available.

B16.2 Describe the mode of support and response time to User inquiries/concerns and support for critical issues related to application performance;

B17. VALUE ADDED SERVICES (SECTION J)

B17.1 The Proponent should submit information in sufficient detail for the City to evaluate the Proponent's ability to offer additional Value-Added or Innovative Services for the City by providing:

- (a) for Value-Added Services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business benefits;
- (b) for Innovative Services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business capabilities;
- (c) brief details of other Proponent software products that integrate with the Proponent's proposed software tool, if available.

B18. DISCLOSURE

B18.1 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.

B18.2 The Persons are:

- (a) System Innovators (provided system requirements and budget estimate)

B19. CONFLICT OF INTEREST AND GOOD FAITH

B19.1 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.

B19.2 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.

B19.3 In connection with its Proposal, each entity identified in B19.2 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.

B19.4 Without limiting B19.3, 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.

B19.5 Without limiting B19.3, 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 B19.4 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.

B19.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B20. QUALIFICATION

B20.1 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.

B20.2 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>

B20.3 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) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .

B20.4 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.

B20.5 Further to B20.3(b), 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:

B20.5.1 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.

B20.5.2 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.
- (c) 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.

B20.5.3 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 functionality equivalent standard, as determined by the City, such as the AICPA SOC auditing framework 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).

B20.6 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.

B20.7 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.

B21. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B21.1 Proposals will not be opened publicly.

B21.2 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.

B21.3 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).

B21.3.1 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.

B21.4 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.

B22. IRREVOCABLE OFFER

B22.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid/Proposal.

B22.2 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.

B23. WITHDRAWAL OF OFFERS

B23.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B24. INTERVIEWS

B24.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B24.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios. Scenarios could include any of the Work outlined in D3. The City expects that the Proponent would be demonstrating a functional version of their proposed system.

B24.3 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. NEGOTIATIONS

B25.1 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.

B25.2 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.

B25.3 If, in the course of negotiations pursuant to B25.2, 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.

B26. EVALUATION OF PROPOSALS

B26.1 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 B20: | (pass/fail) |
| (c) | Total Bid Price | 10% |
| (d) | Experience of Proponent and Subcontractor (Section C) | 5% |
| (e) | Experience of Key Personnel Assigned to the Project (Section D) | 5% |
| (f) | Implementation Plan (Section E) | 5% |
| (g) | Project Schedule (Section F) | 5% |
| (h) | Business and Functional Requirements (Section G) | 50% |
| (i) | Technical and Non-Functional Requirements (Section H) | 10% |
| (j) | Training and Ongoing Support (Section I) | 5% |
| (k) | Value added Services (Section J) | 5% |
- B26.2 Further to B26.1(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.
- B26.3 Further to B26.1(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.
- B26.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B26.1(a) and B26.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B26.5 Further to B26.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.5.
- B26.6 Further to B26.1(c) where the Total Bid Price exceeds the estimate stated in D3.5 the City may determine that no award will be made in accordance with B27.2.1(a).
- B26.7 Further to B26.1(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.
- B26.7.1 Further to B26.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B26.7.2 The amount of \$4,189.00 (approximate WPS hosting costs for on premise solution) will be added to each item in Alternative 2, as shown on Form B: Prices to equalize the Alternative 1 (Cloud) and Alternative 2 (On-premise) solutions.
- B26.8 Further to B26.1(d), 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 B10.
- B26.9 Further to B26.1(e), 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 B11.
- B26.10 Further to B26.1(f), Implementation Plan will be evaluated considering the firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B26.11 Further to B26.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.

- B26.12 Further to B26.1(h), Business and Functional Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B26.13 Further to B26.1(i), Technical and Non-Functional Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B26.14 Further to B26.1(j), Training and Ongoing Support will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16.
- B26.15 Further to B26.1(k), Value added Services will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B17.
- B26.16 Notwithstanding B26.1(d) to B26.1(k), where Proponents fail to provide a response to B7.2(a) to B7.2(h), the score of zero may be assigned to the incomplete part of the response.
- B26.17 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B24.
- B26.18 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.
- B26.19 This Contract will be awarded as:
- (a) Alternative 1; or
 - (b) Alternative 2
- As identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.
- B26.19.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all alternatives.
- B26.19.2 Notwithstanding B27.3, the City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on all alternatives, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid.

B27. AWARD OF CONTRACT

- B27.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B27.2 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.
- B27.2.1 Without limiting the generality of B27.2, 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.
- B27.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B27.4 The City may, at its discretion, award the Contract in phases.

- B27.5 Further to B27.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B27.6 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
- B27.6.1 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.
- B27.7 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.
- B27.8 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 The Winnipeg Police Service (WPS) is seeking to replace the current cashiering "Point of Sale" (POS) system.

D2.2 The purpose of the system is to record payments received for the services provided by the WPS such as Police Record Checks or Alarm Permits. The system is the repository of payments and facilitates the end of the day cash and cash equivalent reconciliations for accounting purposes which includes the revenue recognition process. Currently, the Cash Desk Point-of-Sale software is accessed from seven workstations in Station Duty at Police HQ. Two workstations accept cash, credit and debit, while the other five workstations accept only credit and debit. One workstation is located in the Finance Division for end of the day process which results in General Ledger entries. It is estimated that the WPS typically have hundreds of transactions per day (on average 150-250). Going forward, the WPS anticipates 2% annual growth in the transaction volume.

D2.3 The migration of the current data will not be required, there is no expectation to transfer existing data to the new system.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of Provision of Automated Cashiering Solution and implementation for one (1) year from the date of award, with the option of three (3) mutually agreed upon two (2) 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 the anniversary 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) Solution Implementation Project Plan
- (b) Review and Clarify System Requirements
- (c) Define System Configuration Requirements (standard and custom)
- (d) Hardware Installation (cash drawers and receipt printers)
- (e) Implement System Configuration (as defined in b)
- (f) Staff Orientation
- (g) System Training
- (h) System Rollout (transition, deployment and warranty)

- D3.3 Notwithstanding D3, 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, 2021.
- D3.3.1 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.
- D3.4 Notwithstanding D3, 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.
- D3.5 The funds available for this Contract is \$150,000.00 CAD will include the cost of all items required for the complete functioning of the proposed solution for the initial one (1) year term, including but not limited to the cost of all applications, software, add-on's, patches, peripherals/accessories, Maintenance/Support – annual per-user, premium support, Installation, perpetual licensing, initial annual subscription, hosting, server, licensing cost, professional support and training (excluding ongoing Support and Maintenance).

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) kilometers 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) **“AICPA SOC”** means an examination engagement performed in accordance with the American Institute of Certified Public Accountants’ clarified attestation standards on an entity’s cybersecurity risk management program;
- (b) **“API”** means Application Programming Interface;
- (c) **“Incident”** means an unplanned interruption to, or quality reduction of, the Proponent’s service that has been reported either manually or automatically;
- (d) **“ISO/IEC”** means an information security standard published by the International Organization for Standardization (ISO) and by the International Electrotechnical Commission (IEC);
- (e) **“NIST”** means the National Institute of Standards and Technology;
- (f) **“PCI-DSS”** means the Payment Card Industry Data Security Standard. It is an information security standard for organizations that handle branded credit cards from the major card schemes;
- (g) **“POS”** means Point of Sale;
- (h) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (i) **“Proposal”** means the offer contained in the Proposal Submission;
- (j) **“QSA”** means Qualified Security Assessor;
- (k) **“WPS”** means Winnipeg Police Service.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Ms. Kara Kubas

Accountant Technician

Telephone No. 204-391-5506

Email Address: kkubas@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

The following provisions are in addition to any preceding obligations of confidentiality contained in these conditions.

D7.1 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act (“FIPPA”, the “Act”) imposes obligations on the City to collect, store, use, disclose, and destroy “personal information”, as that term is defined in FIPPA, (“Personal Information”) in the strictest of confidence and in accordance with that Act.

D7.2 For the purposes of D7, any reference to “Representatives” shall mean the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, and other representatives of the Contractor.

D7.3 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all information and materials (regardless of form or medium) acquired by it, or to which it is given access during the course of the performance of the Contract, and any copies thereof (the “Confidential Information”). For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.

- D7.4 The Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA, and any collection, storage, use, disclosure, or destruction of, or access to (collectively, “Use”), Personal Information by the Contractor or its Representatives shall be done pursuant to the Act.
- D7.5 Further to D7.3, all 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)), is and shall remain the property of the City. For clarity, this section does not speak to ownership of Information which may be disclosed to the Contractor or its Representative pertaining to a City employee directly by such City employee in the course of that employee’s use of the Services in a personal capacity. Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives 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 City.
- D7.6 Further to D7.3, while this Contract is in effect and at all times thereafter the Contractor shall:
- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
 - (b) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and
 - (e) inform its Representatives of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements, if requested.
- D7.7 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City), and shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D7.8 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the City.
- D7.9 Upon becoming aware of any unauthorized Use of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the City in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.

- D7.10 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.
- D7.11 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.
- D7.12 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.

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;
- (c) Professional Liability insurance in the amount of at least \$500,000 per claim and \$1,000,000 in the Aggregate and shall remain in place at all times during the term of the Agreement or any mutually agreed upon extensions.

- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.
- D10.4 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.
- D10.5 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.
- D10.6 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.

CONTROL OF WORK

D11. COMMENCEMENT

- D11.1 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.
- D11.2 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;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D11.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D12. DELIVERY

- D12.1 Goods shall be delivered within thirty (30) Calendar Days, f.o.b. destination, freight prepaid to:

Winnipeg Police Service Headquarters
245 Smith Street
Winnipeg, MB
R3C 1K1
- D12.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D12.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D12.4 The Contractor shall off-load goods as directed at the delivery location.

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, including the durations identified in D12 where applicable, 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, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D17. PAYMENT SCHEDULE

D17.1 Further to C12, payment shall be in accordance with the following payment schedule:

- (a) Installation of Solution – 50%
- (b) Completion of configuration, user acceptance testing and training – 25%
- (c) 30 Days Post Go-Live – 25%

D17.2 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D18. WARRANTY

D18.1 Warranty is as stated in C13.

THIRD PARTY AGREEMENTS

D19. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D19.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D19.2 Further to D19.1, in the event that the obligations in D24 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D19.3 For the purposes of D19:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D19.4 Modified Insurance Requirements

D19.4.1 Where applicable, if not already required under the insurance requirements identified in D10, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be

written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D19.4.2 If not already required under the insurance requirements identified D10, if applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D19.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D19.4.4 Further to D10.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D19.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D19.5 Indemnification By Contractor

D19.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D19.6 Records Retention and Audits

D19.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D19.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D19.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D19.7 Other Obligations

- D19.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D19.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D19.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D19.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D19.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D19.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. 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 B6.

E2. CASHIERING SOLUTION

- E2.1 The Contractor shall provide automated cashiering solution and implementation, maintenance, Support and training in accordance with the requirements hereinafter specified:

ALTERNATIVE 1

E3. CLOUD BASED SOLUTION

- E3.1 Item No.1 - Cashiering Solution - all items required for the complete functioning of the proposed solution for the initial one (1) year, including but not limited to the cost of all applications, software, add-on's, patches, peripherals/ accessories, Maintenance/Support – annual per-user, premium support, Installation, perpetual licensing, initial annual subscription, hosting, server, licensing cost, professional support and training.
- E3.2 Item No. 2 - Ongoing Cost - Year 2 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, premium support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services (for 7 workstations).
- E3.3 Item No. 3 - Ongoing Cost - Year 3 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, premium support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services (for 7 workstations).
- E3.4 Item No. 4 - Ongoing Cost - Year 4 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, premium support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services (for 7 workstations).
- E3.5 Item No. 5 - Ongoing Cost - Year 5 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, premium support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services (for 7 workstations).
- E3.6 Item No. 6 - Ongoing Cost - Year 6 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, premium support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services (for 7 workstations).
- E3.7 Item No. 7 - Ongoing Cost - Year 7 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, premium support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services (for 7 workstations).

ALTERNATIVE 2

E4. ON PREMISE SOLUTION

- E4.1 Item No. 1 - Cashiering Solution - all items required for the complete functioning of the proposed solution for the initial one (1) year, including but not limited to the cost of all applications,

software, add-on's, patches, peripherals/ accessories, Maintenance/Support – annual per-user, premium support, Installation, perpetual licensing, initial annual subscription, hosting, server, licensing cost, professional support and training and transaction cost (for 7 workstations).

E4.2 Item No. 2 - Ongoing Cost - Year 2 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, premium support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services and transaction cost (for 7 workstations).

E4.3 Item No. 3 - Ongoing Cost - Year 3 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, premium support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services and transaction cost (for 7 workstations).

E4.4 Item No. 4 - Ongoing Cost - Year 4 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, premium support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services and transaction cost (for 7 workstations).

E4.5 Item No. 5 - Ongoing Cost - Year 5 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, premium support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services and transaction cost (for 7 workstations).

E4.6 Item No. 6 - Ongoing Cost - Year 6 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, premium support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services and transaction cost (for 7 workstations).

E4.7 Item No. 7 - Ongoing Cost - Year 7 - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, premium support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services and transaction cost (for 7 workstations).

E5. SERVICES

E5.1 **Solution Implementation:** shall indicate the total cost for providing services to fully implement the proposed solution, including but not limited to:

- (a) Requirements gathering, specifications definition, planning, design, and documentation
- (b) Determine and advise of specifications for server, network, and client-device infrastructure environment
- (c) Server configuration and optimization, specific to the enterprise software
- (d) Installation and configuration of enterprise software on servers
- (e) Installation and configuration of databases and any third-party software
- (f) Installation and configuration of Contractor-provided hardware
- (g) Installation and configuration of desktop software
- (h) Develop and provide current documentation for installation and configuration of desktop software
- (i) Assist with installation and configuration of additional desktop software
- (j) Assist with troubleshooting, testing, deployment/implementation, and go-live cutover support
- (k) Participate in project meetings
- (l) Prepare and distribute project updates, status reports and communications
- (m) Project Management

(n) Travel costs and living expenses

E5.2 **Staff Orientation and System Training:** shall indicate the total cost for providing all training required to become proficient users of the solution. This includes:

- (a) 5 Business Administrators/subject matter experts / power users of Desktop and Server (including but not limited to workflows and analytic design);
- (b) 2 Information Technology Administrators for purpose of configuration and support of solution.

E5.3 **License-Software:** shall indicate the cost for seven (7) desktop licenses for the proposed solution.

E5.4 **Hardware Cost-Receipt Printers:** shall indicate the per itemized cost of Contractor-provided hardware.

E5.5 **Hardware Cost-Cash Drawers (Canadian):** shall indicate the itemized cost of Contractor-provided hardware.

E5.6 **License-Annual Support and Maintenance:** shall indicate the annual ongoing licensing/subscription/maintenance and support cost for the proposed solutions.

E5.7 **On-going support for Hardware:** shall indicate the annual ongoing support cost for the proposed solution.

E5.8 **Transaction Cost (if applicable):** shall indicate the cost per transaction (if applicable). There are approx. 40,000 transactions annually with an expected growth of 2% per year.

E5.9 **Server Software License (if applicable):** shall indicate the cost of the server software license (if applicable).

E6. SPECIFICATIONS

E6.1 The Contractor shall include all items required for the complete functioning of the proposed solution, including but not limited to the cost of all applications, software (including 3rd party), add-on's, patches, peripherals/ accessories, Maintenance/Support – annual per-user, premium support, Installation, perpetual licensing, initial annual subscription, hardware, licensing cost, professional support and training.

E7. BUSINESS AND FUNCTIONAL REQUIREMENTS

E7.1 The Solution provided by the Contractor shall perform the following functions:

(a) Administrative Functions

- (i) allow administrators to create and manage all aspects of business and administration settings.
- (ii) have both Administrator only functions and User functions
- (iii) allow minimum settings which include user, customer, unique products/services and associated prices with corresponding five segment account codes, multiple payment types PER TRANSACTION and methods including cash, cheques, VISA, Master Card, American Express and Debit Card.
- (iv) allow tax or no tax set up for each unique product/service

(b) Payment Management Functions

- (i) allow user to log in with unique ID
- (ii) allow user to create a new payment
- (iii) default payments to current date
- (iv) allow user to cancel transaction
- (v) allow user to void or adjust an open payment

- (vi) print receipts displaying the WPS logo to provide to the customer, detailing the purchase and cost
- (vii) allow printing of duplicate receipts
- (viii) allow reprinting of receipts at a future date.
- (ix) have a unique receipt number
- (x) display tax amounts on receipt
- (xi) allow for misc. payments with keyed account numbers/description
- (xii) allow for invoice payments with invoice number data field
- (xiii) have the ability to accept EFT, banking and online payments
- (xiv) keep an electronic audit trail of all transactions performed. Audit information is available to the administrators and cashiers
- (xv) allow cash drawer functionality
- (xvi) allow emailing of receipts
- (xvii) scan/endorse cheques
- (xviii) perform payment inquiries\lookups\searches

(c) Reporting Requirements

- (i) end of day report for each cashier, summarizing sales by product/service and payment type to balance against money tendered, ability to summarize tax collected.
- (ii) end of day report summarizing all cashier transactions by product/service sold to balance against all money tendered that day, ability to summarize total tax collected.
- (iii) perform payment inquiries/lookups/searches
- (iv) ability to export data queries/reports to Microsoft Excel

(d) System Interface

- (i) have the ability to interface with PeopleSoft
- (ii) have the ability to integrate with various payment processors (pinpads), including but not limited to Chase Payment Tech

(e) Regulatory Compliance

- (i) must Be Payment Card Industry Data Security Standard (PCI) compliant

E7.2 Install and configure any hardware and software.

E8. COMPLETION OF WORK

E8.1 The Contractor shall complete the work within six (6) months of contract being awarded.

E9. TRAINING AND SUPPORT

E9.1 The Contractor shall:

- (a) Prior to the onset of production use of the Solution, the Contractor shall provide an onboarding session to introduce the platform, subscription details, communication structure between the City and Contractor, and provide a demonstration of how to fully utilize the proposed solution.
- (b) The onboarding can happen either online or in-person, but shall allow for two-way communication between the Contractor and the City.
- (c) Provide solution troubleshooting resources online.
- (d) Provide ongoing advice and guidance to Business and IT Administrators on the adoption of upgrades and changes to the platform when/where available.
- (e) Conduct appropriate and in-depth training for Administrators such that they become proficient users of the software; training courses and content shall be provided to:

- (i) 5 Business Administrators/subject matter experts / power users of Desktop and Server (including but not limited to workflows and analytic design);
- (ii) 2 Information Technology Administrators for purpose of configuration and support of solution.

E9.2 On-going Support and Service

- (a) Unlimited Access to System.
- (b) Continued Maintenance of PCI Compliant Payment Devices.
- (c) Ongoing Contractor support and maintenance services for all software and hardware (if any) components.
- (d) Be available for technical support and assistance to the City via a local Winnipeg telephone number or a toll-free telephone number at which service and support requests may be placed from Monday-Friday, 0800 hrs - 1700 hrs Central Standard Time excluding statutory holidays.
- (e) Provide ongoing advice and guidance to Administrators on the adoption of upgrades and changes to the platform when/where available.
- (f) Timely (within 24-hours) access to reports and analytics.

E10. RECORD KEEPING REQUIREMENTS

E10.1 The Solution provided by the Contractor shall:

- (a) Assign records management actions to users based on roles (e.g. create, read, modify, delete, etc.);
- (b) Provide the functionality of exporting records and associated metadata into human-readable/viewable formats for manual recordkeeping and management in external locations;
- (c) Produce a report detailing success or failure during the export process (including identification of those records which generated errors or were not successfully exported);
- (d) Allow users with appropriate role-based access to permanently delete records that have been authorized for legal destruction by the City; and
- (e) Produce a certificate or report of deletion of records and associated metadata.

E11. TECHNICAL REQUIREMENTS

E11.1 The Solution provided by the Contractor shall:

- (a) If on premise solution, provide the proposed solution including all Contractor-provided hardware, software, and firmware that would fully integrate with current Winnipeg Police Service technical infrastructure including Windows operating systems, Microsoft SQL Server, and VMware. Additionally, the solution shall maintain compatibility with future upgrades of these operating systems, databases, virtualization technologies, and Microsoft Excel throughout the life of the agreement. Specify the full list of system technical requirements required for the solution; or
- (b) If it is a Cloud-hosted solution, provide the proposed solution including all Contractor-provided hardware, software, and firmware that would fully integrate with current Winnipeg Police Service technical infrastructure including Windows operating systems and Microsoft Excel. Additionally, the solution shall maintain compatibility with future upgrades of these operating systems and Microsoft Excel throughout the life of the agreement. Specify the full list of system technical requirements required for the solution.

PART F - SECURITY CLEARANCE

F1. POLICE INFORMATION CHECK AND CRIMINAL RECORD SEARCH CERTIFICATE

- F1.1 Each individual and the owner(s), members of the Board of Directors and persons with controlling interest in the company proposed to perform Work under the Contract at Winnipeg Police Service facilities shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at their 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 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.
- F1.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals and the owner(s), members of the Board of Directors and persons with controlling interest in the company 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 Work.
- F1.4 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.
- F1.5 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.
- F1.6 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 criminal records search. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

F2. SECURITY CLEARANCE CHECK

- F2.1 The City will conduct a Level Two Security Clearance Check, of any individual, owner(s), members of the Board of Directors and persons with controlling interest in the company proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F2.2 The Contractor shall provide the Contract Administrator with a list of individuals, owner(s), members of the Board of Directors and persons with controlling interest in the company proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or

- (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.

F2.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:

- (a) A list of names (including maiden names), addresses, dates of birth, and telephone numbers and occupations of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law boyfriends, girlfriends and their family members. This includes stepbrothers, stepsisters, half-brothers and half-sisters. This list should be typed in the following format:

John James SMITH Dob: 45 Aug 24 (father)
123 Anywhere Street, Phone: 555-555-5555
Winnipeg, Manitoba

- (b) A list of names, dates of birth, addresses and telephone numbers and occupations of at least four (4) of your closest friends. This list should be typed in the following format:

John James SMITH Dob: 45 Aug 24 (father)
123 Anywhere Street, Phone: 555-555-5555
Winnipeg, Manitoba

- (c) The name of the immediate supervisor title or position within their organization, and telephone number, mailing address and email address.

- (d) A list of all past addresses and dates when resided.

- (e) Photocopies to two valid pieces of identification:

- (i) Photo Identification must be one of the following:

- ◆ Driver's License
- ◆ Passport
- ◆ Permanent Resident Card
- ◆ Aboriginal Status Card
- ◆ Manitoba Public Insurance Identification Card

- (ii) Second identification must be one of the following:

- ◆ Birth Certificate
- ◆ Social Insurance Card – (SIN confirmation letters effective April 2014)
- ◆ Provincial Health Card
- ◆ Citizenship Card
- ◆ Firearms License
- ◆ Immigration Papers
- ◆ National Defense Card
- ◆ Nexus Card
- ◆ FAST CARD from Canada Border Services Agency

- (f) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck> . Form P-608 must be signed and dated.

- (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid/Proposal.

F2.4 Each individual shall submit the required information and forms to the Winnipeg Police Service, Division 30 Security Supervisor at Main Floor of Police Headquarters, 245 Smith Street:

- (a) within five (5) Business Days of the Award of Contract; or

(b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.

F2.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.

F2.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
(a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.

F2.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.