



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 331-2019

FOR MOBILE PAYMENT TECHNOLOGY SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FOR MOBILE PAYMENT TECHNOLOGY SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 22, 2019.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 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 D5.1.

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.

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 Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division 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 9 of Form A: 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 D5.

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: Proposal;
 - (b) Form B: Prices; and
 - (c) Form N: Mandatory Requirements in accordance with B10. (Section C)
- B7.2 The Proposal should also consist of the following components:
- (a) Form N: Non-Mandatory Requirements in accordance with B11 (Section D);
 - (b) Experience of Proponent and Subcontractors in accordance with B12; (Section E)
 - (c) Project Understanding and Methodology in accordance with B13; (Section F)
 - (d) Scalability in accordance with B14; (Section G) and
 - (e) Project Schedule in accordance with B15; (Section H)
 - (f) Value Added Services in accordance with B16; (Section I) and
 - (g) Volume Pricing in accordance with B17 (Section J).
- 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 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and four (4) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, 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 team.
- 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 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent’s name and address.

B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.10 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7.11 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: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: 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: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 12 of Form A: 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 and the corporate seal, if the corporation has one, should be affixed;
- (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: Proposal should be printed 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 on Form B: Prices.

B9.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. FORM N: MANDATORY REQUIREMENTS (SECTION C)

B10.1 The Proponent shall complete Form N: Mandatory Requirements, making all required entries.

B11. FORM N: NON MANDATORY REQUIREMENTS (SECTION D)

B11.1 The Proponent should complete Form N: Non-Mandatory Requirements, making all required entries.

B12. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION E)

B12.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design and contract administration services for on-street paid parking for three projects of similar complexity, scope and value in previous five years .

B12.2 For each project listed in B12.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) reference information (two current names with telephone numbers per project).

B12.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B12.3 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.

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)

B13.1 Describe your 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.

B13.1.1 Include an organizational chart for the Project, identifying key personnel and their roles.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D3. Describe the collaborative process/method to be used by the key personnel of the team in the various phases of the Project.

B13.3 Proposals should describe:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) an implementation plan be included with the project schedule (Section I) and transition plan at the commencement and expiration of the Contract;

- (c) provide customer/user agreement ("End User Agreement") agreed to by the general public on the usage of the mobile payment technology service;
- (d) provide a marketing plan with the purpose of educating about system use and promoting this payment option;
- (e) incident response and resolution approach; and
- (f) provide details of how the services adhere to generally accepted industry security standards.

B13.4 Support and Service Level Management

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

B13.5 Client & Customer/User Interface and Experience

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

B13.6 Informational Materials & Promotion

- (a) Describe the start-up marketing, promotional and collateral materials and venues to introduce mobile payment technology to the general public, in accordance with the scope of services.

B13.7 Training

- (a) Describe the method(s) of training provided during implementation in accordance with the scope of services and any other future City of Winnipeg staff training requirements.

B13.8 Systems Information of Proponent

- (a) If the Proponent is unable to give the above confirmation to M112 and M113 on Form N: Mandatory Requirements, the Proponent should provide full details of any deviations, including:
 - (i) what data will not be sited in Canada
 - (ii) under what circumstances the above data will not be sited in Canada;
 - (iii) where the above data will be sited; and
 - (iv) any other pertinent details.
- (b) a description identifying how the Proponent's Proposal meets the requirements for rapid repatriation of Confidential Information outlined in D11
- (c) a description of:
 - (i) how the proposed solution meets the requirements in D11, including the data format of the Confidential Information once extracted from the Proponent's solution;
 - (ii) the proposed solution's ability to purge Confidential Information based on City-approved records retention and disposition schedules; and
 - (iii) how the Proponent would address official, time sensitive access to information requests.

- (d) a description of the proposed solution's:
 - (i) information archiving capabilities;
 - (ii) information purging capabilities;
 - (iii) default data retention period;
 - (iv) procedures detailing the data archiving and purging processes;
 - (v) ability to delay the disposition process in the event that Confidential Information is required for ongoing litigation, access to information requests, audits, etc; and
 - (vi) capability of producing a disposition report.

B14. SCALABILITY (SECTION G)

B14.1 Proposals should include the following information on the scalability of the solution:

- (a) What is the maximum number of concurrent users supported in the proposed solution?
- (b) Required lead time to scale, as required, to meet expected performance increases.
- (c) Is this scalability temporary or permanent?
- (d) Describe how the proposed solution could handle the following usage scenarios (including query/search, as well as application processing and inspection activities, and also including mobile application usage) while maintaining the target response time of 2 seconds:
 - ◆ 500 active connections within a 15-minute period
 - ◆ 1,000 active connections within a 30-minute period
 - ◆ 2,000 active connections within a 60-minute period.
- (e) What is date of the last performance benchmarking test? Attach any recent performance benchmarking reports to an appendix?
- (f) What other options exist to assist The City in addressing variable service demand by the public within a fixed annual service budget?

B15. PROJECT SCHEDULE (SECTION H)

B15.1 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 Services.

B15.2 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.

B16. VALUE ADDED SERVICES (SECTION I)

B16.1 The Proponent should specify what value-added services or features are available with their bid beyond what has been specified in PART E - . The Proponent shall specify which section or sections that the value-add services are applicable to, and if there are any limits or conditions for their availability. Proponent should identify whether value added services are at no cost or provide the cost to the City.

B17. VOLUME PRICING (SECTION J)

B17.1 The Proponent should provide volume price discounts for transactions exceeding the approximate annual quantity identified on Form B: Prices.

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) N/A

B19. CONFLICT OF INTEREST AND GOOD FAITH

B19.1 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 Project Manager; 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 <http://www.winnipeg.ca/matmgt/debar.stm>

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) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B21. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B21.1 Proposals will not be opened publicly.

B21.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

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: 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 for the time period specified in Paragraph 10 of Form A: Proposal.

B23. WITHDRAWAL OF OFFERS

B23.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B23.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B23.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B23.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B23.1.3(b), declare the Proposal withdrawn.

B23.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B22.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

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.

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) Form N: Mandatory Requirements (Section C) (pass/fail)
- (d) Total Bid Price; 40%
- (e) Form N: Non-mandatory Requirements (Section D) 5%
- (f) Experience of Proponent and Subcontractor; (Section E) 10%
- (g) Project Understanding and Methodology (Section F) 15%
- (h) Scalability (Section G) 10%
- (i) Project Schedule (Section H) 10%
- (j) Value Added Services (Section I) 5%
- (k) Volume Pricing (Section J) 5%

B26.2 Further to B26.1(a) and B26.1(c), 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 responsible and qualified.

B26.4 Further to B26.1(c), Form N: Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with B10

B26.5 Further to B26.1(d), the Total Bid Price shall be the quantity multiplied by the unit prices the item shown on Form B: Prices.

B26.6 Further to B26.1(e), Form N: Non Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with B11

B26.7 Further to B26.1(f), 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 and submitted, in accordance with B12.

B26.8 Further to B26.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization requested and submitted in accordance with B13.

- B26.9 Further to B26.1(h) Scalability will be evaluated considering the Proponent's ability to comply with the requirements of the Project requested and submitted, in accordance with B14.
- B26.10 Further to B26.1(i), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project requested and submitted, in accordance with B15.
- B26.11 Further to B26.1(j), Value Added Services will be evaluated considering the cost and benefit to the City of any proposed value added services submitted, in accordance with B16.
- B26.12 Further to B26.1(k), Volume Pricing will be evaluated considering the potential savings to the City, in accordance with B17.
- B26.13 Notwithstanding B26.1(e) to B26.1(k), where Proponents fail to provide a response to B7.2(a) to B7.2(g), the score of zero may be assigned to the incomplete part of the response.
- B26.14 This Contract will be awarded as a whole.
- B26.15 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B26.1(a) to B26.1(c), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B26.16 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B24.

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;
 - B27.2.2 The City will have no obligation to award a Contract until Executive Policy Committee (City) has approved an Administrative Report regarding the City's mobile payment technology service.
- 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.
 - B27.3.1 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.
- B27.4 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B27.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of 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
- C0.1.2 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 Supply of Services*

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.1 In addition to the *General Conditions*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. BACKGROUND

- D2.1 The City has used a mobile payment technology service since 2007, with overall annual revenue income from mobile payment technology payments of 30% in 2018 (approximately 881,330 transactions).
- D2.2 Transactions are anticipated to increase the annual transactions for mobile payment technology services to approximately 1,550,000 transactions for 2019.
- D2.3 The City on-street paid parking configuration is approximately 450 block faces in on-street paid parking areas, approximately 150 mobile payment technology signs, and 393 pay stations. The City is anticipating the potential implementation of block face payment zones and the mobile payment signage will correlate to the number of block faces in on-street paid parking areas, thus increasing the amount of on-street signage from the current amount.
- D2.4 The City provides a mobile payment technology solution for customers to make payments at available (unoccupied) parking spaces within paid parking areas and surface lots, following all the posted sign regulations. There is no requirement to allow the customer to request a refund for paid time unused. This program does not accommodate online reservation of specific spaces.

D3. SCOPE OF SERVICES

- D3.1 The Work to be done under the Contract shall consist of mobile payment technology services for the period from August 1, 2019 until July 31, 2024, with the option of five (5) mutually agreed upon five (5) year extensions.
- D2.1.1 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.
- D2.1.2 Changes resulting from such negotiations shall become effective on August 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D3.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D3.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D3.2.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D3.3 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon ninety (90) 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.

D4. COOPERATIVE PURCHASE

- D4.1 The Contractor is advised that this is a cooperative purchase.
- D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
 - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.
- D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Donna Olson
Manager of Operations and Facilities
Telephone No. 204-986-2185
Email Address: dolson@winnipeg.ca
- D5.2 Before commencement of Work, Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5.3 Proposal Submissions must be submitted to the address in B7.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. INSURANCE

- D9.1 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) 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 (errors and omissions) insurance in the amount of at least one million dollars per claim and one million dollars in the aggregate. Such insurance shall remain in force for the duration of the Work and for twelve (12) months after Contract expiry;
 - (d) Crime insurance in the amount of \$500,000 per loss. Such policy to provide coverage for employee theft of client property, loss of funds while in transit, loss from computer crime, loss of funds transfer fraud, and one year discovery period after Contract expiry.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

- D9.6 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D9;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D10.3 The Contractor shall commence the Work of the Contract in consultation with Contract Administrator.

D11. INFORMATION MANAGEMENT

- D11.1 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.
- D11.2 For the purposes of D11, 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.
- D11.3 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.
- D11.4 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.
- D11.5 Further to D6, all Confidential Information is and shall remain the property of the City. 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.
- D11.6 Further to D6, 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 on 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 City;
- (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.

D11.7 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.

D11.8 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.

D11.9 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.

D11.10 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.

D11.11 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.

D12. RECORDS

D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D12.2 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) service date(s); and
- (d) description and quantity of services provided.

D12.3 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

D13. INVOICES

D13.1 Further to C11, 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
Email: CityWpgAP@winnipeg.ca

D13.2 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.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 **Proposal Submissions must not be submitted to the above facsimile number. Proposals must be submitted in accordance with B7.**

D14. PAYMENT

D14.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D15. WARRANTY

D15.1 Warranty is as stated in C12.

D15.2 Notwithstanding C12, the warranty period shall begin on the date of Contract expiry and shall expire one (1) year thereafter unless extended pursuant to C12.2.1, in which case it shall expire when provided for under these sections.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 The Specifications listed in Form N: Questionnaire 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.

E2. SERVICES

- E2.1 System Set Up
 - (a) The Contractor shall review the current zone configuration, apply industry best practices, and adjust zones for the appropriate reporting requirements, while adhering to any by-law enforcement requirements.
 - (b) The implementation plan shall include a schedule for the sign and pay station markings installation for city-wide deployment along with all other tasks necessary for implementation.
- E2.2 Client & Customer/User Interface and Experience
 - (a) The Contractor shall provide an easy to use customer interface for smartphone applications and desktop web support, reporting, and 24/7/365 customer service
- E2.3 Merchant Validations and Discount Codes
 - (a) The Contractor shall provide a solution where merchants have the ability to pay for their client's parking, as well as provide for discount coupons for merchant services.
- E2.4 Back End Use/Reporting
 - (a) The Contractor solution shall provide all required reporting for financial, reporting, ad hoc querying, revenue reconciliation, and screening/adjudication review.
- E2.5 Signs/Decals
 - (a) The Contractor shall replace all existing signage/decals.
 - (b) The Contractor shall be responsible for design and supply of all mobile payment technology related signage/decals visible from both ends of the block face.
 - (c) The Work shall be performed by City of Winnipeg Staff and shall include cleanup and removal of existing decals and placement of new decals, removal and installation of signage.
 - (d) The Contractor shall be invoiced by the City for all costs associated with installation, maintenance and replacement of all mobile payment technology related signs, decals, and other information in the public right-of-way.
- E2.6 Informational Materials & Promotion
 - (a) The Contractor shall provide industry best practices as it pertains to marketing, configuring parking/zoning areas, merchant discount functionality during the initial launch and for any other marketing initiatives.
- E2.7 Enforcement
 - (a) The Contractor shall provide the real-time transaction integration with current permit and enforcement systems

E2.8 Training

- (a) The Contractor shall provide onsite and/or web-based training for the authorized City personnel to navigate and utilize the back office system for the purpose of enforcement, screening/adjudication, financial accountability, revenue reconciliation, management and any other functions required system Operations and Management;
- (b) The Contractor shall provide a scalable solution to meet the requirements of associated By-Laws.

E2.9 System Operations and Management

- (a) The Contractor shall provide a scalable solution to meet the requirements of associated By-Laws

E2.10 Solution Architecture

- (a) The Contractor shall provide a solution to support current and future smartphone technologies;
- (b) The Contractor shall utilize monitoring tools to proactively identify potential incidents or breaches.

E2.11 Performance

- (a) The Contractor shall provide a solution which provides an uninterrupted user experience. Delays in excess of 1 second should result in feedback to user indicating when solution response should be expected, in accordance with user experience best practices.

E2.12 Capacity

- (a) The Contractor shall provide a solution capable of handling an annual increase in transaction volume of 15% to 50%.

E2.13 Availability

- (a) The Contractor shall provide a solution capable of handling significant service outages.

E2.14 Support and Service Level Management

- (a) The Contractor shall meet the City of Winnipeg response and resolution requirements.

E2.15 Security

- (a) The Contractor solution will provide security to the customer information as well as the information provided to the City of Winnipeg, consistent with data security best practices

E2.16 Compliance

- (a) The Contractor shall provide a PCI certified solution that can be implemented in a PCI compliant manner
- (b) The Contractor solution shall continually be updated to maintain compliance as the PCI DSS standard evolves over time.

E2.17 Information Management

- (a) The Contractor shall keep the confidential information strictly in confidence and shall take such steps as are necessary to protect the confidentiality of the confidential information and ensure that it is used, accessed and disclosed only in accordance with the terms and conditions of this contract and any applicable legislation, including FIPPA
- (b) The Contractor shall purge confidential information based on best industry practices and the retention periods as laid out in the City's Records Management By-law 86.2010 and any subsequent revisions.

E2.18 Integration

- (a) The Contractor solution shall interface with industry leading payment machines and enforcement systems, and any service provider identified by the City.