# THE CITY OF WINNIPEG

# REQUEST FOR PROPOSAL

**RFP NO. 511-2019**

**RECREATION MANAGEMENT SYSTEM**

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## PART B - BIDDING PROCEDURES

**B1.** **CONTRACT TITLE**

B1.1    RECREATION MANAGEMENT SYSTEM

**B2.** **SUBMISSION DEADLINE**

B2.1    The Submission Deadline is 12:00 noon Winnipeg time, December 3, 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 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.

**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 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: Proposal;

(b)    Form B: Prices; and

(c)    Pricing Details in accordance with B9.

B7.2    The Proposal should also consist of the following components:

(a)    Form N: Non-mandatory Requirements (Section C) in accordance with B10;

(b)    Experience of Proponent and Subcontractors  (Section D) in accordance with B11;

(c)    Experience of Key Personnel Assigned to the Project (Section E), in accordance with B12;

(d)    Project Understanding and Methodology (Section F) in accordance with B13;

(e)    Project Schedule (Section G) in accordance with B14;

(f)    Technical and Non-Functional Requirements (Section H) in accordance with B15;

(g)    Record Keeping Functionality (section I) in accordance with B16; and

(h)    Value Added / Innovative 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    Proponents should submit one (1) **unbound** 8.5" x 11" Proposal. Copies are not required.  Drawings, charts and tables etc. included as part of the Proposal should not exceed 11" x 17" (ledger) size.

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 phase of the Work identified in D3 Scope of Services and on Form B: Prices. The Proponent shall provide

(a) **PHASE 1 - IMPLEMENTATION COSTS (including HARDWARE)** – Price for each Item 1 to Item 8.

(b) **PHASE 2 - ONGOING SERVICE COSTS (Item 9)** shall provide a detailed itemized cost breakdown of all the included items of the proposed solution for year 1 through 5. For example:

(i) Maintenance and support hardware and software (if required);

(ii) License/Subscription and upgrades;

(iii) Transactional costs for

♦ Cash

♦ cheque

♦ debit card

♦ credit card

♦ other (gift card, journal entry, from account);

(iv) PCI compliant payment devices

(v) hosting fees(if applicable); and

(vi) Additional miscellaneous costs.

B9.1.1 Notwithstanding C10.1.3, 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 Alternatively, the Proponent may provide a lump sum price for any item of the Work identified on Form B: Prices

B9.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B10. FORM N: NON-MANDATORY REQUIREMENTS (SECTION C)**

B10.1 The Proponent should complete Form N: Non-Mandatory Requirements.

**B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION D)**

B11.1 The Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent by providing the items listed below:

(a) general firm profile information, including years in business, company history, average volume of work, number of employees, management structure, professional services offered, markets serviced, customer base and other pertinent information for the Proponent and all Subcontractors; and

(b) three (3) references of projects completed within the last two (2) years similar in complexity, size and scope. Each reference should consist of a company for name, contact name, email address, phone number, and a brief description of the project.

**B12.    EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION E)**

B12.1    Describe your approach to overall team formation and coordination of team members.

B12.1.1        Include an organizational chart for the Project.

B12.2    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 construction, 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 B12.1.1.

B12.3    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 B11, 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; and

(d)    Reference information (one current name with telephone number per project).

**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.

B13.2    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 address:

(a)    the team's understanding of the broad functional and technical requirements of each phase; and

(b)    any other issue that conveys your team's understanding of the Project requirements.

B13.4    For each person identified in B12.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

**Phase 1**

B13.5    **Testing**

Provide information about your overall approach to testing and validating the solution. Include all relevant testing phases such as system testing, integration testing, User Acceptance Testing (UAT), performance/load testing, etc. There should be a test instance of the system available to the City for training and testing of system features.

B13.6    **Training**

The Proponent should describe the training methodology and approach, including all relevant information regarding knowledge transfer to City staff.  Ensure the response aligns with the training prices in Form B. The explanation should address the following details and any additional information that may be pertinent to the City.

(a)    Approach: describe the proposed schedule, participants, and curriculum and include any prerequisite knowledge required of each of the user types: Configuration & Administration and Operational (end users). Specify logistical requirements for on-site training e.g.

        classroom, white board, internet access, etc. Note that the City will provide computers and other necessary equipment.

(b)    Support Manuals: provide a listing of all support materials (end-user, administrator, and installation) that will be included with your proposed solution as well as delivery mechanism or format (printed, electronic, web, video, etc.).

B13.7    **Data Migration**

The Proponent should describe the data migration approach. Data from November 2, 2015 should be migrated. Data to be migrated should include but is not limited to:

(a)    Customer account information;

(b)    Non-expired memberships;

(c)    Activity information including in progress activities;

(d)    Permits/reservations;

(e)    Transaction and other financial history; and

(f)    Facility details

B13.8    **Customization**

The Proponent should describe any customization to its solution that could be expected.

B13.9    **Transition Planning**

The Proponent should provide a description of how transition planning will be managed at the beginning and end of the Contract, including:

(a)    Describe the recommended strategy to transition the affected business units to your proposed solution. Describe any recommendations for go-live support including onsite resources, duration, roles and responsibilities of City staff, final cut-over, rollback strategy, etc.

(b)    How an exit strategy in the final year of the Contract will allow for coordinating with a future Contractor as required to transition any necessary data, equipment, etc. without interrupting City services.

        **Phase 2**

B13.10    **Ongoing Services**

The Proponent should provide a description of the Support and Maintenance Services Post-Implementation including Service Level Agreements (SLA), for both software and hardware components. The description should include licensing information for each subsequent year.

**B14.    PROJECT SCHEDULE (SECTION G)**

B14.1    The Proponent should present an estimation of time using a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, to illustrate its conversion, training, implementation activities, go-live and post-deployment. The Schedule should include City resource requirements, durations  (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services identified in D3.

B14.2    The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations or subcontractors anticipated during the conversion, training and implementation phases of the Project. Reasonable times should be allowed for completion of these processes.

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

B15.1    **Technical Architecture**

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

(a) Business architecture: Describe how your solution is designed to meet the specific business functions and processes envisioned for the City's recreation management solution for program registration and facility bookings per section D3.

(b) Data architecture: Describe how information is organized, secured, and managed within your solution. Include a description of the key data entities relevant to the business scope of your solution and how these entities are managed over the long-term of the solution. Include any references to data / information that is persisted and managed internal to your solution and/or linked to any external systems.

(c) Application architecture: Describe the modules and components of your solution, and how they relate to the required functions of the solution. Include a description of the underlying technology platform (e.g. Java, .Net, etc.) and industry standards on which your solution is based. Within your description, include any and all third-party applications / components delivered within your core solution and/or external components on which your solution is dependent. Highlight any software components that will require the City to procure licenses from third-parties in order to operate your solution.

(d) SaaS (Cloud) – Security and Privacy Requirements - The following information is required in accordance with D8:

(i) Describe all the policies, procedures and safeguards that are in place to ensure the confidentiality, security, accuracy and integrity of City 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 City or a third party identified by the City upon the expiration or termination of the agreement with the City.

(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:

(i) who you will designate as the City's contact in the event of a privacy breach; and

(ii) who will respond to questions about your handling of private information

B15.2 **System Management**

Describe the system management activities and processes required to operate and maintain the vitality of your proposed solution over time.

(a) Access: The solution should provide 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: The solution should include a 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).

B15.3 **Performance**

Describe the expected performance of your 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**

Describe the support, warranty and maintenance services offered with your 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 City will be responsible vs. those that your support services will provide. For System Down issues, the City is seeking unlimited phone support offered 24 hours x 7 days a week provided that:

  (i)   Support calls placed during extended support hours must be placed by an authorized contact person

  (ii)  The type of support call is an urgent issue that includes

      (i)   site down, and / or

      (ii)  Customer facing issues that have no reasonable workaround

(b) Business and/or Technical Support: Describe the types of business and/or technical support offered to your customers. Include any limitations, restrictions, or constraints for accessing your support services.  Include response times related to all support activities.

(c) Incident Management: Describe your customer facing and internal processes for managing incidents, including issue detection, classification, response times and escalation approach.

(d) Warranty: Describe the hardware and installation warranty. Include delineation between tasks for which the City will be responsible vs. those that your warranty services will provide. Include any additional information regarding support that may be of interest to the City

B15.5    **Usability**

Describe how your 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 City describes usability as the capability of the software to be understood, learned, used, and attractive to the user.  In your response, please consider the points below.

(a) Understandability: The 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 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 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 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.

(e) Language: The system should provide an English language or a bilingual (English & French) user interface,

B15.6 **Application Programming Interface (API)**

The system should provide an Application Programming Interface (API) or web services interface with two-way communication for purposes of data exchange with external applications.

B15.7 **Hardware**

The City's intends to continue using the devices listed in D2.7 with the proposed solution. If this is not possible, please identify hardware devices in each category that are compatible with your proposed solution.

B15.8 **Scalability**

Describe the capability of your solution to scale to accommodate future enhancements.

(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:

   (i) 500 active connections within a 15-minute period;

   (ii) 1,000 active connections within a 30-minute period; and

   (iii) 2,000 active connections within a 60-minute period.

(e) What is the 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?

**B16.     RECORD KEEPING FUNCTIONALITY (SECTION I)**

B16.1 Describe the proposed solution's ability to keep a fixed and complete version of each record that is defined, whether in document form or as a collection of data representing a transaction.

B16.2 Describe the proposed solution's ability to uniquely identify each record (e.g. with a system-generated reference, a document number or other identifier).

B16.3 Describe the proposed solution's use of a unique identifier of the record, name / title of the record, date and time of capture, who created the record, format of the record / medium, change history / audit trail of actions done, security and access information.

B16.4 Describe the proposed solution's ability to support the creation of additional metadata elements (database fields) detailed in relevant standards or any other metadata required to support the Department's business requirements. Identify what metadata in the business system is necessary to meet specific requirements and support Department business requirements.

B16.5 Describe the proposed solution's ability to store metadata over time, regardless of whether the related records have been archived, transferred, deleted or destroyed. The system should be able to maintain a metadata profile over time - maintaining links to the record and accumulating

process metadata for the record as events occur. The metadata should remain linked to the record even if the records are migrated out of the original system.

B16.6    Describe the proposed solution's ability to allow or restrict edit rights on record metadata, based on defined access rules and user identification, the system should be able to permit or limit access to records or groups of records.

B16.7    Describe the proposed solution's ability to prevent the deletion of records and associated metadata at all times excepts when deletion or destruction takes place as part of an authorized disposal activity. This requirement ensures that unauthorized and accidental deletion of records in the business system is prevented. It also ensures the integrity of the business system. Most importantly, the business system should not permit the removal or deletion of metadata specified in the requirements.

B16.8    Describe the proposed solution's ability to generate, log and show all actions carried out on the record or in the system. For transactional systems where data is overwritten, is the system able to show the overwritten data, date it was overwritten, and by whom?

B16.9    Describe the proposed solution's ability to set and manage access and security permissions. Identify the proposed solution's functions that can be restricted through permission settings. This requirement addresses the need for the business system to provide access to authorized users for as long as they are required to meet accountability, legislative and business requirements.

B16.10   Describe the proposed solution's ability to export all or select records (including associated metadata and system logs) regardless of format, without loss of content or metadata. Most business systems have the ability to export records to another system or to an external medium (disk or hard drives).

B16.11   Describe the proposed solution's ability to produce a report detailing success or failure during the export process (including identification of those records which generated errors or were not successfully exported). This requirement enables verification of the success or failure of the export process. In addition, exceptions identified can be resolved and documented. This requirement allows for quality assurance.

B16.12   Describe the proposed solution's ability to support controlled disposal or deletion of records legally authorized for disposal.

B16.13   Describe the proposed solution's ability to produce reports relating to deletion of records and associated metadata. The deletion of any records in the business system should be captured or recorded in an audit log.

B16.14   Describe what technical security safeguards are in place to protect the personal information.

B16.15   Describe what physical security safeguards are in place to protect the personal information.

B16.16   Describe what administrative security safeguards are in place to protect the personal information.

## B17.    VALUE ADDED / INNOVATIVE 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)   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)   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)   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 https://winnipeg.ca/finance/findata/matmgt/listing/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) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and

(d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - SECURITY CLEARANCE.

(e) 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.

B20.4 Further to B19.3(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:

B20.4.1    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 D8 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 D8, 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.

B20.4.2    That Confidential Information shall be stored, transported, and transmitted ("Sited") in a secure jurisdiction by providing:

   (a)   written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or

   (b)   written confirmation that the Confidential Information shall be Sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:

      (i)    what Confidential Information will not be Sited in Canada;

      (ii)   under what circumstances the above Confidential Information will not be Sited in Canada; and

      (iii)  where the above Confidential Information will be Sited.

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

B20.4.3    That the proposed solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing:

   (a)   a certificate of compliance with ISO/IEC 27001 (or a functionally equivalent standard, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53) from an accredited certification body; or

   (b)   a written description of how the proposed solution complies with ISO/IEC 27001, 27002, 27017, and 27018 (or functionally equivalent standards, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53).

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

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

**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 until a Contract for the Work has been duly executed and the contract security 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: 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 C21.6, 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. 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)    Pricing Details                                                              (pass/fail)

(d)    Total Bid Price;                                                             20%

(e)    Form N: Non-Mandatory Requirements (Section C)                             10%

(f)    Experience of Proponent and Subcontractor; (Section D)                     15%

(g)    Experience of Key Personnel Assigned to the Project; (Section E)            5%

(h)    Project Understanding and Methodology (Section F)                          10%

(i)    Project Schedule. (Section G)                                              10%

(j)    Technical and Non-Functional Requirements (Section H)                      20%

(k)    Record Keeping Functionality (Section I)                                    5%

(l)    Value Added / Innovative Services (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 qualified.

B26.4    If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B26.1(a), B26.1(b) and B26.1(c), the Proposal will be determined to be non-responsive and will not be further evaluated.

B26.5    Further to B26.1(d), where the Total Bid Price exceeds the funds stated in D3.9, the City may determine that no award will be made in accordance with B27.2.1(a) .

B26.6    Further to B26.1(e) Form N: Non-Mandatory Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the City's Project, in accordance with B10.

B26.7    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.

B26.8    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, in accordance with B11.

B26.9    Further to B26.1(g), 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 B12.

B26.10   Further to B26.1(h), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.

B26.11   Further to B26.1(i), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.

B26.12   Further to B26.1(j), Technical and Non-Functional Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the City's  Project, in accordance with B15.

B26.13   Further to B26.1(k), Record Keeping Functionality will be evaluated considering the Proponent's ability to comply with the requirements of the City's Project, in accordance with B16.

B26.14   Further to B26.1(l), Value Added Services will be evaluated considering the Proponent's ability to comply with the requirements of the City's Project, in accordance with B17.

B26.15   Notwithstanding B26.1(e) to B26.1(l), 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.

B26.16   Further to B26.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B26.16.1    Further to B26.1(d), 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.

B26.17    This Contract will be awarded as a whole.


**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.

B27.3.1   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.

# PART C - GENERAL CONDITIONS

### C0.     GENERAL CONDITIONS

C0.1     The *General Conditions for the Combined Provision of Goods and Services* (2019-01-15) 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    Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.

D2.2    For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf

D2.3    For information related to the City's political structure, refer to the City of Winnipeg web site at: https://winnipeg.ca/council/default.stm

D2.4    For information related to the City's finances refer to the City of Winnipeg web site at: https://winnipeg.ca/finance/default.stm

D2.5    For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: https://winnipeg.ca/interhom/toc/departments.asp

D2.6    The City is currently using Active Networks, LLC's Active Works' SaaS recreation management solution. The City's contract with Active Networks expires on November 1, 2021.

D2.7    The following are several 2018 system volumes. These volumes should be used by Proponents to provide pricing in Form B.

| Source | $ Revenue by Source (2018) | # of Transactions by Source (2018) |
|---|---|---|
| Cash | $822,412 | 81,074 |
| Cheques | $3,366,650 | 1,382 |
| Debit Card | $1,244,943 | 49,937 |
| Credit Card | $7,546,790 | 88,113 |
| Others (Gift Card, Journal Entry, From Account) | $1,511,145 | 3,261 |
| **Total** | **$ 14,491,940** | **223,767** |

|  | # (2018) |
|---|---|
| **Customer Accounts** | |
| Accounts Maintained | 303,408 |
| **Programs** | |
| Registered Programs Available | 11,325 |
| **Attendance in Programs** | |
| Registered Programs | 550,018 |
| Drop In Programs | 349,251 |
| Permitted Programs | 2,416,026 |
| **Program Registration** | |
| Registrations Processed per Year | 71,837 |
| Customers on Waitlists | 8,302 |
| **Memberships** | |
| Membership / Pass Types | 97 |
| Memberships Sold | 32,615 |
| **Subsidy Program** | |
| Customers approved for subsidy | 31,755 |
| Registrations using subsidy | 3,972 |
| **Staff Users** | |
| Including administrators and customer facing | 549 |
| Point of Sale workstations | 27 |
| Call Centre workstations | 60 |
| **Peak Event Management** | |
| Public clients attempting to register simultaneously when registration time launches | 2,500 |
| Peak Payment volume in a minute w/in 1st 30 mins | 610 |
| **Booking of Facilities and Open Space** | |
| Ice Arenas | 15 |
| Baseball Diamonds | 351 |
| Soccer Fields | 517 |

| | |
|---|---|
| Other Fields | 76 |
| Park Rental Sites | 74 |
| Indoor Pools | 13 |
| Outdoor Pools | 10 |
| Leisure Centres | 3 |
| Bookable Spaces (resources) | 2,445 |
| # Rental permits | 5,110 |
| Individual reservations | 103,884 |

The following hardware is currently being used with the existing Recreation Management System.

| Hardware | Model |
|---|---|
| POS Cash Drawer | **APG Series 4000** |
| Receipt Printer | **Epson TM-T88V** |
| Membership Card Printers | **Fargo DTC4000 and Fargo DTC 4250E** |
| Scanner | **Honeywell 7580g** |
| Security Gates | **Vie Technology Gatekicker** |

D2.8    The Contractor shall provide the following devices. Pricing for these devices should be included in FORM B. The City is open to alternate acquisition methods for these devices (i.e. purchase, lease, rent, etc.)

| Hardware | Number of Units |
|---|---|
| PCI Compliant Payment Devices – card present | **38** |
| PCI Compliant Payment Devices – card not present | **65** |

**D3.    SCOPE OF WORK**

D3.1    The City of Winnipeg Community Services Department is seeking a Cloud-based SaaS (Software-as-a-Service) Recreation Management System that meets the current and future needs of the City of Winnipeg (the "System").

D3.2    Phase 1 shall consist of implementing the System, while Phase 2 shall consist of the ongoing provision of the System.

D3.3    **System Description**

D3.3.1    The System is to be a fully-hosted web-based system that will assist in the management of recreation, parks and aquatics programs and facility rentals, facility admissions, and serves

as the database for customer information system. The System will be responsible for collecting, on behalf of the City, all credit and debit card payments for these services.

D3.3.2  Course/activity set up and registration. The System shall provide user-friendly registration by staff and an on-line registration component for customers, accessible via mobile phones, tablets, and computers.

D3.3.3  A facility bookings and rentals feature, that will allow for contract management, recurring bookings, equipment and rental inventory. The facility reservation system shall work with the Course Set Up and Registration component. The System will be used for indoor and outdoor facility reservations. The System shall also allow for online accessibility, including the ability to reserve facilities online and the ability to view availability.

D3.3.4  A membership management module that shall allow staff to create session-based and time-based memberships.

D3.3.5  The ability to manage walk-ins, members, families and multiple memberships.

D3.3.6  A POS and inventory management module that shall provide the ability to sell products and services. The System shall provide for internal cash controls that can support payment intake at multiple locations. This would include cash register functionality for drop-in programs or sales of event tickets.

D3.3.7  An option to export and print course data for the production of the Department events guide.

D3.3.8  The City would like the option to email and/or text receipts and other information to customers.

D3.3.9  Reporting functionality to report and monitor the progress of programs, facility rentals and the history of payment transactions through an internal reporting system. The system shall have a standard set of reports with the flexibility for customization as needed.

D3.3.10  All functions of the System must be available for use 24 hours a day seven days a week, excluding scheduled outages.

D3.3.11  The System should provide 99.8% uptime after exclusion of scheduled maintenance.

D3.4  The major portions of the Work are as follows:

**(a) Phase 1**
  (i)    Project Management;
  (ii)   Transition Planning;
  (iii)  Installation and Implementation;
  (iv)   Customization;
  (v)    Data Migration;
  (vi)   Staff Orientation and System Training;
  (vii)  Installation of PCI Compliant Payment Devices; and
  (viii) Testing.

**(b) Phase 2**
  (i)    Unlimited Access to System;
  (ii)   Continued Maintenance of PCI Compliant Payment Devices;
  (iii)  24/7 Maintenance and Support for Critical Issues Related to System Performance;
  (iv)   Maintenance and Support During Work Hours for Non-Critical Issues; and
  (v)    Timely (within 24-hours) Access to Reports and Analytics.

D3.5        Notwithstanding D3.2, the Work of Phase 2 shall be done on an "as required" basis during the term of the Contract.

D3.5.1            The type and quantity of Phase 2 Work shall be as authorized from time to time by the Contract Administrator and/or Users.

D3.5.2            Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in Phase 2 excess of its actual operational requirements

D3.6        Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council.

D3.7        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.

D3.8        Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator.  In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3.9        For Phase 1 the anticipated cost and budget for implementation will be approximately $100,000. The funds available for Phase 2 of the contract are anticipated to be $2,275,000 ($455,000 per year for 5 years) including MRST (if applicable) plus GST. The funds available include all credit and debit card processing fees and do not include any data migration, conversion or project fees.

**D4.        LENGTH OF AGREEMENT**

D4.1        Phase 1 of the Contract shall commence on the date of award and continue until the first day the System is implemented and ready for use in a production environment, as determined by the City.

D4.2        Phase 2 of the Contract, if awarded, shall begin on October 19, 2021 and last for five (5) years, with the option of three (3) mutually agreed upon three (3) year extensions.

D4.3        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.

D4.4        Changes resulting from such negotiations shall become effective on October 19 of the respective year.  Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D4.5        Any version upgrades or maintenance upgrades to the System released by the Contractor should be made available to the City at no additional charge.

**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) "**POS**" means Point of Sale;

(g) "**Proponent**" means any Person or Persons submitting a Proposal for Services;

(h) **"Proposal"** means the offer contained in the Proposal Submission;

(i) "**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;

(j) "**QSA**" means Qualified Security Assessor.

## D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Jennefer Larsen
Administrative Coordinator, Business Office Unit
Recreation Services Division
Community Services Department

Telephone No. 204-470-7864
Email Address: jlarsen@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.

D6.3 **Proposal Submissions must be submitted to the address in B7.**

## D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables specifically produced or developed for the City in the performance of this Contract, and any information provided to or acquired by the Contractor in the performance of this Contract are the property of the City and shall not be appropriated for the Contractor's own use, or for the use of any third party.

D7.1.1 For greater clarity, the City shall acquire no rights to the pre-existing intellectual property embodied within those deliverables, materials, services, and software that are generally provided by the Contractor to the Contractor's clients, customers, or otherwise generally used in the development, sale, resale, or provision of the Contractor's services. In the event that Contractor agrees to develop intellectual property that will be owned by the City, such development and ownership rights must be specifically set out in a statement of work made pursuant to this Contract.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 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.

D7.4    A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

**D8.    INFORMATION MANAGEMENT**

D8.1    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.

D8.2    For the purposes of D8, 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.

D8.3    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 in the performance of this Contract, 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.

D8.4    With respect to Confidential Information provided by the City to the Contract, 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.

D8.5    Further to D7, all Confidential Information is and shall remain the property of the City. Neither the Contractor nor its Representatives shall not 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.

D8.6    Further to D7, 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 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.

D8.7    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.

D8.8    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.

D8.9    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.

D8.10   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.

D8.11   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.

D8.12   If the Contractor is a reseller or distributor, or is otherwise supplying a third party's product as its proposed System, then the Contractor shall ensure that any such third party product supplied by the Contractor under this Contract and any such third party supplier are compliant with the requirements of this D8. Failure to do so may, at the City's sole and absolute discretion, be deemed an event of default pursuant to C17.

D8.13   The Contractor should have a security information and event management (SIEM) service that logs and monitors all logical access to customer data.

D8.14   The Contractor should enforce separation of duties to ensure that audit logs are protected against unauthorized modification and deletion.

D8.15   The Contractor should undertake appropriate pre-employment vetting for all staff that have access to customer data.

D8.16   The Contractor should perform on-going checks of integrity and conduct of employees during the period of employment.

D8.17   When collecting personal information from an individual, there must be a privacy statement/notification included on the collection form worded as follows:

(a)    Your personal information is being collected in accordance with s.36(1)(b) of The Freedom of Information and Protection of Privacy Act. This information will be used to support the City of Winnipeg's Leisure Guide program provision, including program registration, emergency contact, program promotion and evaluation, compliance with contractual obligations and to share with appropriate certifying bodies (where applicable) and will not be used or disclosed for any other purposes, except as authorized by law. If you have any questions about the collection of this information, contact the Corporate Access and Privacy Officer by mail to City Clerk's Department, Susan A. Thompson Building, 510 Main Street, Winnipeg MB, R3B 1B9, or by telephone at 311.

## D9.     PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

D9.1    The Contractor must achieve and maintain Payment Card Industry (PCI) compliance and have this validated via an annual report on compliance conducted by a PCI QSA. The System must comply with the PCI Data Security Standard 2.0 or higher.

D9.2    The System must comply with Canadian current/standard credit card chip technology requirements.

D9.3    The system for accepting payments will pass all payment data through to an external payment processing company that is PCI-DSS compliant.

## D10.    NOTICES

D10.1   Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

## SUBMISSIONS

## D11.    AUTHORITY TO CARRY ON BUSINESS

D11.1   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.

## D12.    SAFE WORK PLAN

D12.1   The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) 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.

D12.2   The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/safety/default.stm

## D13.    INSURANCE

D13.1   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, contractual liability, employer's liability, 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 in an amount not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.  Such policy shall remain in force for the duration of the Work and for twelve (12) months after Total Performance or include an endorsement with a twelve (12) month extended reporting period.

D13.2   Deductibles shall be borne by the Contractor.

D13.3   The Contractor shall require its subcontractors to provide comparable insurance to that set forth under B13.1 (a), (b) and (c), dependent on the work they are performing.

D13.4    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.

D13.5    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.

D13.6    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.

**D14.    SUBCONTRACTOR LIST**

D14.1    The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

**CONTROL OF WORK**

**D15.    COMMENCEMENT**

D15.1    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.

D15.2    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 D11;

(ii)    evidence of the workers compensation coverage specified in C6.16;

(iii)    the Safe Work Plan specified in D12;

(iv)    evidence of the insurance specified in D13; and

(v)    the Subcontractor list specified in D14;

(b)    the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

**MEASUREMENT AND PAYMENT**

**D16.    INVOICES**

D16.1    Further to C10, the Contractor shall submit an invoice for each portion of Work performed to:

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

Facsimile No.: 204 949-0864
Email:  CityWpgAP@winnipeg.ca

D16.2    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.

D16.3   The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16.4   **Proposal Submissions must not be submitted to the above facsimile number.  Proposals must be submitted in accordance with B7**.

**D17.    PAYMENT**

D17.1   Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2   Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D18.    WARRANTY**

D18.1   Warranty is as stated in C11.

**FORM J: SUBCONTRACTOR LIST**
(See D14)

RECREATION MANAGEMENT SYSTEM

Name                                              Address

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## 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.     SYSTEM REQUIREMENTS**

E2.1     The Contractor shall provide a Cloud-based SaaS (Software-as-a-Service) Recreation Management System that meets the current and future needs of the City of Winnipeg (the "System"). The system shall be in accordance with the following requirements:

**Phase 1 - Implementation**

E2.2     Item 1 to Item 8 – 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, 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.

**Phase 2 – Ongoing Support**

E2.3     Item 9 - The Contractor shall provide ongoing services for
   (i)     Maintenance and support for hardware and software (if required);
   (ii)    License/Subscription and upgrades;
   (iii)   Transactional costs for:
        ♦ Cash
        ♦ cheque
        ♦ debit card
        ♦ credit card
        ♦ other (gift card, journal entry, from account);
   (iv)    PCI compliant payment devices;
   (v)    hosting fees(if applicable); and
   (vi)    Additional miscellaneous costs.

E2.4     **Requirements**

| Feature | Feature Description |
|---|---|
| Accounts | Each account represents a single individual, a group of individual accounts (such as a family account) or single organization in a customer information file with a system assigned unique identifier, email address, residency status, street address, city, Province, postal code, 3 digit area code, 7 digit phone number, account status (i.e. active, suspend or retire) |
| Accounts - Individual | Each account includes the ability to classify a type of customer (example: General Public, Authorized Agent, Staff, etc.) |
| Accounts - Individual | Each account includes: first name, last name, birthdate, age category (such |

| | |
|---|---|
| | as adult and senior). Upload and store photo. |
| Accounts - Individual | Each account includes the ability to view fee subsidy amount awarded, amount used, and remaining. |
| Accounts - Individual | Account Search capabilities to access customer records such as transactional history, fee subsidy status, etc. including: first name, last name, phone number and email address. |
| Accounts - Organization | Each account includes organization name |
| Accounts - Organization | Ability to have multiple contacts, and each contact define as follows; first name, last name, position, phone number (3 digits area code + 7 digits number), email address. |
| Accounts - Organization | Each account includes the ability to classify a type of organization (example: profit, not for profit, partner, etc.) |
| Accounts - Organization | Ability to search customer records such as transactional/payment history, permit/contract information, etc. including: organization name, phone number, and email address. |
| Accounts – Group(family) | Ability to group individual accounts into a family account where the family account has a unique identifier |
| Accounts – Group(family) | Ability to designate a primary individual account within a family account |
| Accounts – Group(family) | Ability for a single individual account to be linked to multiple family accounts. |
| Accounts – Group(family) | Ability to add or remove a single individual account from a family account |
| Accounts | Notification by the System if during the account create process the System detects an existing account with similar account information. |
| Accounts | Option for customer to opt-out of marketing emails & texts for both individual and organization accounts |
| Accounts | Track customer transaction history for both individual and organization accounts that can be viewed at the individual customer account, family account or organization level |
| Accounts | Search account transaction history by various methods such as: date range, transaction type and type of history (i.e. account changes, registrations, fee subsidy, etc.) |
| Accounts | Ability to use residency status and customer types designated at the account level (e.g., resident, non-resident, profit, non-profit) in order to apply targeted fees |
| Accounts | Ability for staff to print liability waivers that were signed online and include evidence of customer consent |
| Course/Setup | Each course code is unique and cannot be not recycled. Course codes follow a logical naming convention that can be auto-generated or staff-generated. |
| Course/Setup | Define Courses by: seasons, sessions, category, second category, start date, |

| | end date, start time, end time, registration start date/time, registration end date/time, location, minimum participant age (years & months), maximum participant age (years & months) |
|---|---|
| Course/Setup | Provide the ability to export information to be used in various sources included brochures, online registration site and on-screen in System searches. |
| Course/Setup | Ability to 'reserve' the location, or not reserve the location |
| Course/Setup | Automatically remove facility bookings for cancelled classes. |
| Course/Setup | Ability to roll over (or copy) activity/course information from one season to another and automatically generate new class/course/activity codes |
| Course/Setup | Automatically select and apply the appropriate fee based on residency or customer type (resident, non-resident, senior, non-profit, etc.) based on information in a customer's account |
| Course/Setup | (a)Option to change course status to open/closed/cancelled/on hold/tentative<br><br>(b) Ability to retire a course to prevent further changes (such as withdrawals, transfers, course changes, payments, and enrollments)<br><br>(c) Ability to enter dates class will not meet and have System recalculate the class end date<br><br>(d) Ability to include course terms and conditions<br><br>(e) Ability to associate a unique comment/note with a course (e.g. bring a yoga mat). |
| Course/Setup | Allow multiple, separate fees to be linked to each course and for each separate fee to be linked to a different GL account number(e.g. class fees and lab fees) |
| Course/Setup | Ability to set the minimum age and maximum age of a course using 'years' and 'months' |
| Course/Setup | Ability to globally set a default on the minimum and maximum age calculation (i.e. base minimum age on course start date) |
| Course/Setup | Ability to set the minimum age and maximum age independently based on the start date or end date of the course at the course level |
| Course/Setup | Ability to set the minimum and maximum number of participants |
| Course/Setup | Ability to register for multiple spots under one customer account |
| Course/Setup | Allow for staff-defined enrollment prompts allowing for any data fields/questions to be set up and tracked for the course on both the administrative interface and the customer user interface |
| Course/Setup | Option for administrators to include class details online. Details include: detailed class information, spaces available, comments, fees, dates, times, instructors, no class dates, and age/grade requirement online. |
| Data Management | Require two available databases (development and training) |
| Course/Setup | Ability to search for an existing permit by permit number, organization name, |

| | permit status |
|---|---|
| Facilities | Ability to link/unlink payments on specific permits and re-apply to other permits. |
| Facilities | Option to add an administrative fee (processing fee, change fee) |
| Facilities | Option to issue a permit for reservations processed at the same time with the ability to add reservations at a later date |
| Facilities | Ability to manage reservations for multiple facilities, facility types, and centers. |
| Facilities | Create a permit by:<br><br>(a) permit type (such as internal reservation or public reservation), and<br><br>(b) Type of user (such as a casual user, contract user or partner). |
| Facilities | Offer unit charge options including 'each', 'day' and 'hour' |
| Facilities | Ability to future date effective fee changes |
| Facilities | Ability to change a fee amount |
| Facilities | Ability to create a customized payment plan (by number of payments, by an amount per payment, by date) |
| Facilities | Display reservation conflicts for globally set closure date with options to modify or delete the reservation |
| Facilities | Ability to apply a damage deposit and refund all or a portion of the damage deposit at a later date |
| Facilities | Ability to set the expected attendance for internal and public reservations |
| Facilities | Ability to create rooms/areas within a facility that can be reserved separately or together |
| Facilities | Automatically generate rental permit number |
| Facilities | Ability to enter new reservations and automatically create a permit to include customer/ organization name, address, date, facilities reserved, detailed rental charges, etc. |
| Facilities | Ability to set up prompts for unique administrator-defined facility-specific questions during facility reservation process (e.g., Will you be serving alcohol?). Questions would also appear for facilities with online reservations enabled. |
| Facilities | Ability to modify dates, fees, etc. on closed reservations without having to delete the reservation and create a new one with the adjustments |
| Facilities | Ability to cancel any reservation, and refunds should only be linked to the reservation that was canceled. |
| Facilities | (a)Ability to create recurring reservations (e.g., every Tuesday and Thursday for the next four months) in one process.<br><br>(b) Ability to create random recurring reservations with any combination of any date sequence in one process. |

| Facilities | Automatically display and calculate total fees for reservation (such as facility fees, staff/attendant fees, waived fees, administrative fees, sub-total and total by unit type) |
|---|---|
| Facilities | Ability to edit (override) fees at time of reservation or thereafter. |
| Facilities | Ability to amend charges, add extra fees, allow partial payments, rental damage deposits and refunds, payment reversals, and credit balance refunds. |
| Facilities | Allow for tracking, billing, and collecting of fees for billable services such as staff costs, overtime fees, facility damage, lighting, clean-up, and security |
| Facilities | Ability for administrators to assign default fees for facility and/or customer types |
| Facilities | Ability to assign multiple fees to each facility and permits |
| Facilities | Add hourly and/or flat rate fees to reservation not built-in to the customer such as setup, custodial, etc. |
| Facilities | Ability to define unique operating hours for each facility (open and close) |
| Facilities | Ability to reserve in minute increments. |
| Facilities | System must allow reservations at least 18 months in the future. |
| Facilities | Prevent reservations of a facility if already reserved (prevent double-bookings/show conflicts) with override abilities |
| Facilities | Alert staff if a booking conflict exists prior to completion of a reservation. |
| Facilities | Allows an option to list administrator-defined site-specific information (terms and conditions, etc.) that can be made available to customers in different ways such as printing, emailing, attached to permit, etc. |
| Facilities | Facility payments display the amount of the payment made to each permit |
| Facilities | Allow facility booker to select which fees are to be included in the permit, or only show charges that are not equal to zero |
| Facilities | Have multiple status option indicators (such as tentative, complete, pending approval, etc.) |
| Facilities-Reservations | Ability to book seasonal, monthly, weekly and daily bookings |
| Facilities-Reservations | Ability to book in 1, 2, 3, 4, etc. hour period booking blocks |
| Facilities-Reservations | Ability to allow/disallow facility reservations on certain days for holidays, City closures, etc. Should be defined separately for each facility. |
| Facilities- Reports | Ability to create ad-hoc report for easy analysis of reservations by various parameters (facility, type of rental, resident, non-resident, non-profit) |
| Facilities- Reports | Ability to produce reports that include one, some, or all of the following options and data elements: All reservations for a specific facility type, such as a meeting room or field, all reservations for a specific facility, all reservations for a specific date range, all reservations for a specific customer or organization (e.g., non-profits), all reservations created by a specific staff member |

| Facilities- Reports | View reservation information by customer/organization name or by permit number |
|---|---|
| Fee Subsidies/Financial Assistance | Individual customer accounts should show Fee Subsidies/Financial Assistance eligibility. For example, when registering an eligible customer in person, the System should show staff that the person has Fee Subsidies/ Financial Assistance available and for what purpose. |
| Fee Subsidies/Financial Assistance | The System has the capability to recognize that when Fee Subsidies/Financial Assistance has been applied in whole or in part towards a receipt or invoice, that tax is calculated based on the total of purchased items less the Fee Subsidies/Financial Assistance |
| Fee Subsidies/Financial Assistance | Each Fee Subsidies/Financial Assistance has a system administrator-defined expiry date |
| Financial | Receipt information includes: participant name, participant address, participant unique identifier, payer name, payer address, payer unique identifier, transaction location information, system user identifier, transaction date/time, course name, course number, course start date and time, course end date and time, dates class will not meet, location and meeting location, Fees |
| Financial | Ability to create a financial adjustment such as a debit or credit to an individual or organization account and display the balance. |
| Financial | System must create and track invoices |
| Financial | Accept 3rd party payments (Someone outside account is paying) |
| Financial | For course, membership sales, permits, POS and Inventory Management, System must allow for: (a)Full payment (b)Partial payment (c)Payment from customer credit (d)Payment cancellations (voids) (e)Payment plans with automated tracking (f)Credit balance refunds (g)Rental deposit refunds (h)Multiple payment methods for one transaction (split payment) |
| Financial | Allow for the following in person payment methods at minimum: cash, cheque, credit card, debit card, gift card, credit from the account, etc. |
| Financial | Allow for the following telephone payment methods at minimum: credit card, gift card, credit from account |
| Financial | Allow for the following online payment methods at minimum: credit card, debit card, gift card and credit from account, etc. |
| Financial | System must provide complete end-of-day reports (summary and detail options), to include as a minimum: (a) End of shift cash out report (b)Receipt transaction listing with receipt number, time of transaction and amount of transaction, and customer name, if cheques, include cheque numbers (c) Daily GL account distribution (d) System must have the ability to balance (cash out) by staff member, location, for any date range, any time range, by function, by general ledger |

| | account number, by payment method, or for the entire System. |
|---|---|
| Financial | System must have the ability to cancel any transaction(s) with the following options:<br><br>(a)  Apply credit to payer account balance<br><br>(b)  Apply administrative fees<br><br>(c)  Apply split refund payment types (i.e., ability to process a refund with portions applied to multiple refund payment methods) |
| Financial | Refund to payment type used at time of purchase (cash or cheque by cheque, credit card to credit card, debit card to debit card, gift card to gift card, |
| Financial | Ability to apply account credit to any transaction in any module in person or online. |
| Financial | Payment processor - either vendor hosts or a Third party and should be based on fee charged |
| Financial | If a third party payment processor is used, there must be some identifier that helps identify which transaction in recreation system ties to which payment in third party payment system. |
| Financial | System must provide for linking revenue to chart of account codes (general ledger accounts). |
| Financial | Ability to track revenue generated from activities that have not started yet (i.e., deferred revenue) |
| Financial | Allow multiple, administrator-defined payment methods to be established (e.g., coupons, gift certificates, fee waivers, etc.) |
| Financial | System must allow for tax rate options to be set up (i.e., An option to indicate the fee listed include tax, or if it excludes tax.) |
| Financial | Fees (such as a withdrawal fee) can be charged as a percentage of the item charged, percentage of the customer paid portion, or flat fee (for any fee related to courses, reservations, equipment lending, etc.) |
| Financial | A ledger providing all financial transactions for individual accounts |
| Financial | A ledger providing all financial transactions for organizational accounts |
| Financial | Ability to create/modify charges in a batch based on filter options such as charge name, charge type or location |
| Financial | System must be able to produce and print original and voided receipts |
| Financial | Ability to support a Fee Subsidies/Financial Assistance for courses, facility reservations, POS and memberships |
| Financial | Ability to assign Fee Subsidies/Financial Assistance to an individual, family or organization account |
| Implementation | Ability to export data from the application to import into the City's financial software (PeopleSoft) |
| Language | Customer interface has ability to display all text in English |

| Marketing | Ability to export customer list based on participation history for e-blasts, news items, newsletters, flyers, etc. (custom colours, font options, layouts, etc.) |
|---|---|
| Memberships - setup | Ability to create a variety of membership pass types and length of time (e.g. annual, quarterly, monthly, by the visit pass) |
| Memberships | System must have ability to allow:<br><br>(a)Staff-interface has ability to sell a membership.<br><br>(b)Restrict who can sell a membership (based on user-security).<br><br>(c)Restrict which memberships can be sold on customer-interface. |
| Memberships | On Staff and Customer-Interface: Ability to search for available membership package based on package name, category, site, and status (open/package deactivated) |
| Memberships | (a)Ability to suspend an individual customer's membership.<br><br>(b)Ability to suspend and extend the expiry date based on suspension of an individual customer's membership. |
| Memberships | System must have ability:<br><br>(a)to perform the action 'void a scan'<br><br>(b) For staff to be able to void past scans due to entry error at staff interface. |
| Memberships | (a)Pass validation screen clearly indicates when a pass is valid and invalid.<br><br>(b)Pass validation screen allows staff to manually search for a customer.<br><br>(c)Pass validation screen allows staff to pick from manual search customer results which display customer first and last name, and corresponding personal information such as address, phone number and email address<br><br>(d)Pass validation screen displays customer's photo on file, how many visits remaining, expiry date and customer alerts/notes |
| Memberships | Customers can have more than one membership pass type on one membership card/pass barcode. |
| Memberships | (a)Ability to expire visit pass memberships<br><br>(b)Ability to expire visit pass memberships based on a timeframe (such as 1 month, 2 months, 3 months, 6 months, 1 year, etc.)<br><br>(c)Ability to let visit pass memberships to be used until the last visit (i.e. no expiry date) |
| Memberships | Ability to update membership package fee based on a future effective date. |
| Memberships | Ability to apply a fee subsidy/Financial Assistance/discount to a membership fee. |
| Memberships | Ability to add or remove individual accounts attached to a family membership. |
| Memberships | Ability to restrict membership pass usage based on entry-point (i.e. facility specific pass can only be scanned at that particular facility and not at any another location) |

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| Online - Accounts | Customers can save credit card information on their account for fast and secure checkout |
| Online -Courses | Cancelled classes appear as "cancelled" online (they are not removed from listing until the last day of the originally schedule dates) |
| Online -Courses | Customer shall have ability to:<br><br>(a)Add courses to cart and view cart before check out<br><br>(b)add themselves to a waitlist<br><br>(c) add special needs (physical, dietary, etc.) notes during online registration |
| Online -Courses | Detailed class registration receipts must be provided on-screen with option to print. |
| Online -Courses | Ability for system administrators to control the release for online registrations by active season, and/or "go live" date. |
| Online -Facilities | User-friendly search functions using keywords where the System displays only facilities that meet the criteria |
| Online -Facilities | Option to exclude facilities from online reservations |
| Online - Merchandise Sales | (a)Offer gift cards that can be set to have a minimum dollar value, maximum dollar value, be a set amount or a custom amount with an optional expiry date that can be used as payment for POS items, courses, reservations or equipment lending fees for in-person or online sales<br><br>(b)Customers can see registered gift cards on their account |
| Reservations | (a)Restrict customers from seeing details about existing bookings.<br><br>(b)Display available booking times only |
| Online - System | (a)Secure sign-on and ability for customer to select their own password<br><br>(b)User-friendly option for customers to reset a forgotten password or retrieve a forgotten username online |
| Online - System | System must have ability:<br><br>(a) to support full online registration,<br><br>(b) To disallow online registration for certain courses<br><br>(c) For customer to create account and use it right away. |
| Online - System | Option for administrators to include course details online . such as: detailed course information, spaces available, comments, fees, dates, times, instructors, no course dates, and age/grade requirement. |
| Online - System | System ability to alert:<br><br>(a)Customers of an existing account when creating a new account etc. (to prevent duplicates)<br><br>(b)Customer if when signing up for a course they do not meet the age requirements. System should give reason for the error, and disallow the registration. |

| Online - System | (a)Ability to browse courses and availability online without requiring an account, |
| --- | --- |
| | (b)Search function, allowing customers to quickly find course details and information based on course criteria (such as name, location, type, age) |
| Online - System | Online customers must be notified in real-time if credit card is declined |
| Point of Sale | Ability to sell merchandise in person at sites |
| Point of Sale | Ability to void transactions |
| Point of Sale | Ability to process refunds from point of sale |
| Point of Sale | Includes an attendance counter by type of customer (prime, non-prime, child, youth, etc.) |
| Point of Sale | Includes a multiple attendance button to charge by the number of the same type of customer (e.g. 3 children = child button x 3) |
| Point of Sale | Ability to display various information on screen (such as admissions, merchandise sales and equipment lending) |
| Point of Sale | Show a running total of line items to user |
| Point of Sale | Ability to charge multiple tax types where the values go to separate tax GL accounts |
| Point of Sale | Calculate tax based on taxable items after discounts |
| Point of Sale | Ability to cancel a transaction prior to being completed |
| Point of Sale | Includes an 'open drawer' button that can open the cash drawer without having to process a transaction |
| Point of Sale | Ability to categorize POS items (i.e. admissions or merchandise) and sub-categorizes (i.e. free, discounted, adult, child, accessories, certificates, manuals, personal care, etc.) |
| Point of Sale | Allow for discount buttons (dollar value or percentage) |
| Point of Sale | Ability to batch update POS fees with option to filter by site, category, sub-category, etc. |
| Publishing | Formatted Brochure export to Adobe InDesign. |
| Registration | Upon completion of any transaction, the roster, household history, cash journal, general ledgers, billing information (if applicable) and activity financial status reports are all updated immediately. |
| Registration | Allow for age restricted classes that a customer cannot sign up for if not the corresponding age. |
| Registration | Display the number of registrants currently enrolled in a course |
| Registration | (a)Automatically generate waitlists for classes that have reached the maximum number of enrollees |
| | (b)Display the number of registrants currently on the waitlist for a course |

| | (c)Allow staff to manually change waitlist order. (E.g. Move someone up or down in priority.) |
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| Registration | (a)Option for System to prorate course registration fees once the course has started <br><br> (b)Option for System to prorate withdrawal and transfers once the course has started |
| Registration | For in person payments, staff must be notified immediately if a credit card is not approved. |
| Registration | Each course can be linked to a staff-defined activity category (e.g., Youth Arts & Crafts, Youth Athletics) |
| Registration | Allows for course to be associated with an course sub-category and be searchable by the categories and sub-categories (e.g., Category: Youth courses, Sub-Category: Dance) |
| Registration | Drop-In Class Management. Customers can register for an entire course or purchase drop-in visits for the same course. |
| Registration - Mass | Ability to process upward of 15,000 transactions in the first 30 minutes during mass registration (through the public site and the staff site combined) |
| Reports | Real-time financials (i.e. for daily cash reports, aging reports, invoicing, etc.…) |
| Reports | Standard system reports which provide demographic and statistical information for course sessions, categories, types, ages, etc., and ability to export to Excel as CSV or xlsx format. |
| Reports | Ability to print account statements for reservations and memberships |
| Reports | Refund reports for specified date ranges |
| Reports | Ability to report sales tax revenue by staff-defined date range. Report should include all revenue from the staff user interface, and online revenue. |
| Reports | Aging report for outstanding balances |
| Reports | Produce report showing enrollments for all courses within a given parameter (e.g., Spring 2019) or by dates, by activity category, etc. |
| Reports | Produce sales report for Point of Sale items such as :- item name, category, # sold, # refunded, dollar value before taxes, discounted amount,  tax amounts, dollar value after taxes, net dollar value |
| Reports | Financial report displaying the Account Distribution based on the GL Accounts used (includes revenue site, account name, account number, dollar value, etc.) |
| Reports | Report that captures gift card sales with information such as gift card type, dollar values, redeemed/unredeemed/site sold |
| Reports | Membership sales report that includes information such as membership type, membership category, gross quantity sold, quantity withdrawn, quantity transferred in/out, and the net total dollar value (before tax and after tax), quantity with applied discounts, dollar amount in discounts applied. |

| Reports | A POS report showing the following: POS item, quantity sold, refunds/returns quantity, sale dollar value, refund/return dollar value, the net value and quantity of the POS item (within a date range, by site, by workstation or by POS item) |
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| System | Customer/organization data must be shared across all modules of the System (Registration, Facility Booking, Memberships, Online, Equipment Lending, etc.). |
| System | System automatically assigns a unique transaction number to each reservation and/or registration |
| System | The System is compatible with current Microsoft Windows 7 and above desktop operating systems and PC hardware. Provide system requirements and/or hardware/software recommendations. |
| System | System operates in a real time. Example: upon the completion of a program registration, the rosters, client accounts, all financials, schedules, statistics, reports, etc. are all updated automatically. |
| System Administration | Ability to override/amend fees across all modules (e.g. POS item, class registration, facility charges) |
| System Administration | Ability to create customer types and organization types, age categories, demographic options, course categories |
| System Administration | Globally mass change the status of courses based on the current status, session/season and location |
| System Administration | Allow for global entry of non-operating days that will filter to courses, and the course days will automatically adjust |
| System Administration | Allow for global entry of non-operating days that will filter to reservations, and the system alerts the user that the reservation falls on a non-operational day but does not auto adjust the reservation |
| Transaction | Ability for staff to make entries to special notes section during registration and ability for it to print on activity roster if selected (e.g., allergies, medical, etc.) |

**Records Retention**

E2.5    Records Management - All information shall be retained unless otherwise approved in writing by the City of Winnipeg.

## PART F - SECURITY CLEARANCE

### F1.    SECURITY CLEARANCE

F1.1    Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;

(a)    police service having jurisdiction at his/her place of residence; or

(b)    BackCheck, forms to be completed can be found on the website at: http://www.backcheck.net/ ; 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    Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.

F1.3    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.

F1.4    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.

F1.5    Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.