

THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 92-2013

REQUEST FOR PROPOSALS FOR THE SUPPLY, DELIVERY, INSTALLATION, AND SUPPORT OF SCHEDULING SYSTEM FOR THE WINNIPEG POLICE SERVICE COMMUNICATIONS DIVISION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSALS FOR THE SUPPLY, DELIVERY, INSTALLATION, AND SUPPORT OF SCHEDULING SYSTEM FOR THE WINNIPEG POLICE SERVICE COMMUNICATIONS DIVISION

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 15, 2013.
- 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 Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder 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 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 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 Bidders by issuing an addendum.
- B3.5 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 Bidder who made the enquiry.
- B3.6 The Bidder 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 Bidder by the City or acquired by a Bidder 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.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals 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.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <u>http://www.winnipeg.ca/matmgt/bidopp.asp</u>
- B5.2.2 The Bidder 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.
- B5.3 The Bidder 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.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products 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 seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder 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 material, equipment, method or product 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, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely 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 Bidder 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 Bidder 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 B18.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.7, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B18.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
 - (a) Form A: Proposal;
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
 - (a) Experience of Assigned Key Personnel; B11
 - (b) Implementation Plan; B12.
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4.1 Bidders should submit one (1) unbound original (marked "original") and three (3) copies.
- B7.5 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.5.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B18.1(a).
- B7.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.9 Proposals shall be submitted to:

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

B8. PROPOSAL

B8.1 The Bidder 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 Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder 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 Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
 - (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder 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 Bidder 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 "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices on Form B: Prices shall include:
 - (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- 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 Where applicable to the Request for Proposal, payments for services to Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

- B10.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder 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.
- B10.2 The Bidder 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 <u>http://www.winnipeg.ca/matmgt/debar.stm</u>
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) provide proof satisfactory to the Contract Administrator the Security Clearances as identified in Appendix A.
- B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. EXPERIENCE OF ASSIGNED KEY PERSONNEL

- B11.1 The Bidder should provide, in his/her Proposal:
 - (a) A company/corporation organization chart and staffing profile including years of tenure for staff;
 - (b) Names and resumes or equivalent information for proposed assigned key personnel, including but not limited to project managers or account representatives who will be assigned and dedicated to The City's account. Project managers or account representatives should have a minimum of three (3) years prior experience in accounts of similar type, size and scope to the requirements outlined in this RFP.
 - (i) Bidder should clearly define what responsibilities each of these individuals will be charged with relative to this contract.
 - (ii) Assigned project managers or account representatives shall not change the individuals without the prior written approval of The City during the length of this contract.

B12. IMPLEMENTATION PLAN

B12.1 The Bidder should include in their proposal an implementation plan proposing procedural, operational steps, technical approach and milestones on how they intend to provide the work plan in accordance with E2. Any challenges or problems should be identified. The Bidder shall submit within ten (10) Business Days of a request by the Contract Administrator a revised schedule should one be required.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B13.1 Proposals will not be opened publicly.
- B13.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) 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/
- B13.3 To the extent permitted, the City shall treat all Proposal as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14. IRREVOCABLE OFFER

- B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B15. WITHDRAWAL OF OFFERS

- B15.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding C21, 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.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder 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 Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Proposal withdrawn.
- B15.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder 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.

B16. INTERVIEWS

B16.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B17. NEGOTIATIONS

- B17.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B17.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B18. EVALUATION OF PROPOSALS

B18.1 Award of the Contract shall be based on the following evaluation criteria:

(a)	compliance by the Bidder with the requirements of the Request for Proposal deviation therefrom:	or acceptable (pass/fail);
(b)	qualifications of the Bidder and the Subcontractors, if any, pursuant to B10:	(pass/fail);
(c)	Bid Price	60%;
(d)	Experience of Assigned Key Personnel	15%
(e)	Implementation Plan	25%

- (f) economic analysis of any approved alternative pursuant to B6;
- B18.2 Further to B18.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission 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.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified.
- B18.4 Further to B18.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.5 Further to B18.1(d), the Experience of Assigned Key Personnel shall be evaluated considering the information submitted in response to B11.
 - (a) If, in the sole opinion of The City, the Experience of assigned key personnel does not achiever a score of (10%), it may be determined to fail and not be further evaluated.
- B18.6 Further to B18.1(e), the Implementation Plan will be evaluated considering the information submitted in response to B12 and its likelihood of supporting continuous successful performance to the Work of the Contract.
- B18.7 This Contract will be awarded as a whole.

B18.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B18.
- B19.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B19.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The General Conditions for the Supply of Goods are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <u>http://www.winnipeg.ca/matmgt/gen_cond.stm</u>
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply, delivery, installation, and support of a scheduling system for the Winnipeg Police Service Communications Division.
- D2.2 The major components of the Work are as follows:
 - (a) Supply a scheduling system and documentation for Winnipeg Police Service Communication Division Dispatch Personnel;
 - (b) Install and configure the scheduling system;
 - (c) Provide on site training for City staff;
 - (d) Provide ongoing technical and application support for the scheduling system;
 - (e) Provide ongoing maintenance and updates for the scheduling system.
- D2.3 Notwithstanding D2.1, 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. Bidders are advised that monies have been approved for work up to and including December 31, 2013.
- D2.4 Notwithstanding D2.1, 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. BACKGROUND

- D3.1 Staffing and scheduling for the Winnipeg Police Service Communication Center requires a full time staff member assigned to the position of, Staffing and Development Coordinator. Staffing numbers fluctuate dependent upon usual attrition, maternity leaves, injuries and temporary assignments of staff to other duties or projects.
- D3.2 Current complement is approximately 100 members which includes a complement number of 85 full time staff and a further complement of approximately 15 staff that are part time, job sharers or otherwise restricted duties personnel. There are also 8-10 Admin Staff at any given time whose schedules will also be input in the system. There are 6 platoons of staff that are split into "A" side platoon and "B" side platoon. There is no overlap of the sides. One side is working while the alternate side is on days off.
- D3.3 The 3 platoons of each respective side cover the 3 shifts of the modified 4/10 schedule.
- D3.4 To facilitate lunch breaks there is a scheduled overlap of evening staff that commences at 1200 which utilizes 30% of the evening platoon

Hours				
0700-1700	PCO's	Call Taker	SCO	SPCO
1200-2200	PCO's		SCO	SPCO
1630-0230	PCO	Call Taker	SCO	SPCO
2130-0730	PCO	Call Taker	SCO	SPCO
0800-1600 M-F	Admin Staff	Admin M-F		

- D3.5 The schedule is worked in either 4 or 5 day increments and each platoon's schedule remains intact for the 4-5 days.
- D3.6 The schedule is a rotating days, evenings and nights on the following program with each platoon covering either day, evenings or nights of the 24 hour cycle.

Monday – Friday 5 day shift Saturday – Wednesday 5 day shift Thursday to Sunday 4 day shift

- D3.7 There are four (4) job classifications within the Communication Center all of which work a modified 4/10 schedule. All of the four classifications must be staffed 24 hours per day, 7 days per week, and 365 days per year.
- D3.8 The rotating cycle changes three (3) times per year to facilitate a schedule change and ensure that one platoon is not working night shift on a Monday to Friday permanently.
- D3.9 The Staffing Coordinator is responsible for all of the long term scheduling for the Communication Center staff and short notice changes are done on the fly by the respective Supervisors.
- D3.10 Currently Division 36 in conjunction with all of the Winnipeg Police Services utilizes an in-house program "SAMS" which provides specific rostering capabilities for the Service. It has limited features and cannot meet the diverse scheduling needs of our Division.
- D3.11 A generic calendar purchased from stationary supply is utilized to monitor current staffing numbers vs. staffing requirements. As staffing numbers change the previous number is erased and the updated number inserted. There is only one calendar with this inserted information. This information is manually counted off of the SAMS rostering system as SAMS does not have column totalling capabilities required to easily monitor staffing numbers.
- D3.12 Part time scheduling is also completed manually and monitored via a "call in" bidding system that requires the Staffing Coordinator to be available at her phone during these bid opportunities.
- D3.13 Challenges associated with Manual scheduling are as follows:
 - (a) Time allocated daily by Staffing Coordinator to duties associated to manually counting staffing numbers;
 - (b) Human error associated to manually counting;
 - (c) Constantly creating processes to reflect fair opportunities for overtime;
 - (d) Staff unable to access information that would inform them of staffing challenges;
 - (e) Staffing reports challenging and time consuming to prepare;
 - (f) Cannot easily forecast conflicts in scheduling;
 - (g) Cannot easily detect conflicts with the Collective Bargaining Agreement;
 - (h) Changes made to vacation, sick leave etc. on SAMS are not easily cross referenced with the staffing calendar unless an email is sent at the time of the changes. The staffing calendar is only accessed by the Staffing Coordinator;
 - (i) Inconsistent staffing decisions based on subjective understanding of staffing scenarios.
- D3.14 Maintenance Support shall be required 24 hours a day, seven (7) days a week due to the nature of the work and hours of the Communications Division. This support must include weekends and holidays. The Communications Division employs approximately 100 staff when it is fully staffed. All Employees have different qualifications, schedules, shifts and days off. Each employee has different needs when considering leave requests. The Division must be adequately staffed on a 24 hour basis in order to meet the required operational standard, the needs of the public, the Division and the staff. It must suggest optimal scheduling for any shift configuration and have the flexibility to adapt as scheduling needs change.

D4. OBJECTIVE

D4.1 The objective of this RFP is to make an award to a qualified Contractor which delivers a Scheduling System for the Winnipeg Police Service Communications Division, which represents best overall value to the City while meeting or exceeding the specifications and requirements of this RFP.

D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
 - (a) "Proposal" means the offer contained in the Proposal Submission;
 - (b) "Proposal Submission" means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
 - (c) "**Request for Proposal**" means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
 - (d) **"SAMS**" means Scheduling and Attendance Management System. SAMS is a Winnipeg Police Service application developed in-house for the tracking of time, payroll, and scheduling information.
 - (e) "ADA" means Americans with Disabilities Act Standards for Accessible Design

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Kendra Rey, Inspector Divisional Commander of Communications 700 Assiniboine Park Drive, Winnipeg, MB R3P 1N9

Telephone No.: 204-986-6916

Email: <u>krey@winnipeg.ca</u>

D7. NOTICES

D7.1 Notwithstanding C21.3 all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg Chief Financial Officer

Facsimile No.: 204 949-1174

D8. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D8.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D8.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D8.3 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.
- D8.4 A Contractor who violates any provision of D8 may be determined to be in breach of Contract.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

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

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work until:
 - (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. RECORDS

- D11.1 The Contrator shall keep detailed records of the services supplied under the Contract.
- D11.2 The Contractor shall record, as a minimum, for each item listed n Form B: Pricing:
 - (a) User names(s) and addresses;
 - (b) Order date(s);
 - (c) Service dates(s); and
 - (d) Description and quantity of services provided.
- D11.3 The Contractor shall, upon request, provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D12. INVOICES

D12.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg Corporate Finance - Accounts Payable 4th Floor, Administration Building, 510 Main Street Winnipeg MB R3B 1B9 Facsimile No.: 204 949-0864 Email: <u>CityWpgAP@winnipeg.ca</u>

- D12.2 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 goods delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D12.4 Bids Submissions must be submitted to the address in B7.9.

D13. PAYMENT

D13.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D14. PAYMENT SCHEDULE

D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D15. WARRANTY

D15.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

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

E2. DETAILED SPECIFICATIONS

- E2.1 The Contractor shall supply, deliver, install, and support Scheduling system in accordance with the requirements hereinafter specified.
- E2.2 Work shall be completed within sixty (60) days from award of Contract.

E3. SCHEDULING SYSTEM:

- E3.1 Item No. 1 Scheduling System installed; complete shall be accordance with the specifications hereafter stated.
- E3.2 The Scheduling System shall track work hours, overtime, absences, trades, training, temporary assignments, using existing rules encompassing the CBA and workflow.
- E3.3 The Scheduling System shall have the ability to enter shift and day off assignments once at each quarterly cycle change, shift adjustments providing the basis for staffing levels.
- E3.4 The Scheduling System shall allow changes to staffing which must be reflected in real time giving a visual interpretation of how each change affects staffing.
- E3.5 Scheduling system shall allow staff the ability to determine if overtime is needed based on predetermined staffing rules and limits.
- E3.6 Employees must have the ability to view their schedules for approved absences, overtime and trades in real time from any internet connection.
- E3.7 By using existing work rules and policies, the Scheduling System shall allow employees to fairly compete for available overtime whether they are at or away from work via internet
- E3.8 The Scheduling System must allow overtime to be immediately logged, and must be displayed in staffing; overtime confirmation must be immediate to the employee.
- E3.9 By using Winnipeg Police Service Division 36 policies and procedures, the Scheduling System shall allow trades to be offered to anyone in the same job classification who is available to work the required time and date and has been approved by both parties supervisors.
- E3.10 Manual scheduling takes much time entering information in different locations. Time spent on scheduling must be significantly reduced. The Scheduling System must be able to automatically update all staffing needs with any change; examples include but are not limited to, when time off is approved, all records are updated; if a need for overtime is created it is done automatically.
- E3.11 The Scheduling System must provide an accurate reflection of staffing levels; must be provided.
- E3.12 The Scheduling System must track job orders (staffing changes), and provide tracking reports based on job classifications.
- E3.13 The Scheduling System must provide a history of all transactions and who performed each one.

- E3.14 The Scheduling System must control access based on job category (the ability to give more or less access to employees, based on their use of the system).
- E3.15 The Scheduling System must provide message notifications up and down the schedule lines to ensure prompt response and reply.
- E3.16 The Scheduling System shall allow selected users to access archived information to run reports. The contractor shall provide an offsite backup of all schedules, such as an offsite server.
- E3.17 The Scheduling System must be supported on all internet platforms/internet browsers.
- E3.18 In case of emergency, the Scheduling System must be remotely accessible via secured server. It must be able to provide emergency staffing schedules, such as 12 hours staffing of employees and allow manipulation of days off during those emergencies. Once the emergency is over the system must be able to return to normal immediately.
- E3.19 The Scheduling System must provide flexibility that enables easy scalability and modification in the future, including but not limited to flexible work hours; for example, 1.2 time, 3.4 time, hourly, overtime, and extended work shifts.
- E3.20 The Scheduling System must satisfy staffing requirements by hour, shift and event.
- E3.21 The Scheduling System must capture and retain various request forms electronically and provide the ability to associates requires and variances with the schedule.
- E3.22 The Scheduling System must have ability to create, edit and view multiple schedules, multiple shift patterns, group schedules, pre-planned schedules, resource and location schedules, personnel preferences and a master requirement calendar that captures minimum and maximum staffing requirements by role and job title, must be available.
- E3.23 The Scheduling System must be user-friendly. It must allow easy build of operational and postbased schedules that can be deployed to administrators, supervisors, operators and other scheduled personnel
- E3.24 The Scheduling System must track and maintain the daily schedule for an accurate, searchable log of activities and changes to the calendar.
- E3.25 The Scheduling System must select overtime and vacations based on existing rules and workflow, taking into account seniority, and /or rotation schedules
- E3.26 The Scheduling System must provide a number of reports and forms, including the following:
 - (a) Daily staff schedule;
 - (b) Overtime detailed report;
 - (c) Weekly timesheet;
 - (d) Personal schedule;
 - (e) Seniority report;
 - (f) Schedule summary year-to-date report;
 - (g) Absence, trades, and overtime reports which compare all factors;
 - (h) Shift patterns;
 - (i) Training and Temporary assignments;
 - (j) Produce standard exception reports.
- E3.27 Access to the Scheduling System and the Scheduling System itself must be secured.
- E3.28 The Scheduling System must allow individual staff member preferences to be taken into account, plotting the staff member's assignments on a 24-hour graph and alerting assigned supervisor/ staffing coordinator to any vacancies.

- E3.29 All staff members are given daily assignments: Staff members may be assigned to work on 911, call taker duties or dispatchers dependent upon rank required. The Scheduling System must be able to keep track of assignments and distribute those assignments equally to those qualified persons.
- E3.30 The Scheduling System must use current policies and rules of the CBA to prevent staff from signing up to work too many ours and ensuring there is sufficient rest periods between shifts
- E3.31 The Scheduling System must have functionality to enter each employee into the scheduling system with specific qualifications or training capabilities, such as coach, acting supervisor, trainer etc.
- E3.32 The Scheduling System shall predict and alert schedulers of training hours and any recertification dates required.
- E3.33 The Scheduling System must give immediate hours and cost expense for each employee, over predetermined date, time, shift etc.
- E3.34 The Scheduling System must predict staffing shortages and overtime needs based on the previous year or year's sick leave, vacation leave and training needs and shortfall hours.
- E3.35 Web pages and software must be user-friendly, ADA requirements must be met when requested, efficient and aesthetic efforts must be evident.

E4. MAINTENANCE SUPPORT

- E4.1 Item no. 2 Maintenance Support for the period from the date of award until December 31, 2013 shall consist of;
 - (a) Help Desk support 24 hour, 7 day a week access to a live help desk support person with reasonable wait times (less than 15 minutes)
 - (b) If upgrades/changes are made to the system there will be no additional charges under the agreement

E5. USER TRAINING

- E5.1 Item No. 3 User Training shall be in accordance with the specifications hereafter stated.
- E5.2 The Contractor shall provide training to include administrators, supervisors other identified staff members on the use of the proposed system. Trained staff will train the remaining staff.
 - (a) Training shall begin within thirty (30) calendar days from issuance of the Notice to Proceed;
 - (b) Training shall include the use of the entire system, creating multiple shifts, adding and deleting employees, assigning employees to shifts with days off, allowing the system to differentiate between different employee classifications and allowing employees access to the system at specific access level, how to run specific and all reports;
 - (c) The Contractor shall provide training of all items listed and agreed upon in this Contract;
 - (d) Training will take place at the Winnipeg Police Service, Communications Division at 700 Assiniboine Park Drive, Winnipeg, Manitoba. The Communications Division will facilitate a meeting room to conduct the training;
 - (e) Due to shift work, training will be scheduled at a time and date when it is most convenient for Division staff. For example, training may be scheduled in the evening or on weekends.

APPENDIX A – SECURITY CLEARANCE

1. SECURITY CLEARANCE

- 1.1 The City will conduct a Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- 1.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
 - (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- 1.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
 - (c) A list of names (including maiden names), addresses, dates of birth, and telephone numbers of all immediate family members including stepbrothers, stepsisters, half-brothers and halfsisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:

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

(d) A list of names, addresses, dates of birth, and telephone numbers of four closest friends. Include information indicating when, where and how they met. The list should be typed in the following format:

Joseph James SMITH 789 Anywhere Street Winnipeg, Manitoba When they met: Where they met: How they met: Dob: 46 Aug 4 (best friend) 555-5555

- (e) The name, title or position, and telephone number of the immediate supervisor.
- (f) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
- (g) Identification driver's license (with photo), birth certificate or social insurance number (SIN).
 - (i) Photocopies of the identification must be legible, signed as true copies and witnessed by the contact person stated on Paragraph 3 of Form A: Bid.
- (h) A completed Form P-608: Security Clearance Check authorization form.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- 1.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
 - (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- 1.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.

- 1.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for two (2) years from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
 - (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- 1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.
- 1.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:

Winnipeg Police Service Division 30 Service Security Attn: Service Security Officer 151 Princess Street Winnipeg, Manitoba R3B 1L1 The City of Winnipeg RFP No. 92-2013 Template Version: Gr120120228 - Goods RFP



WINNIPEG POLICE SERVICE SECURITY CLEARANCE CHECK SERVICES – DIVISION 30

NAME, TELEPHONE NUMBER AND BUSINES ADDRESS OF EMPLOYER	S		NE NUMBER OF CITY CONTACT PERSON THE PROJECT REQUIRING THE SECURITY ECKS.			
NATURE & LOCATION OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE: REQUEST FOR PROPOSALS FOR THE SUPPLY, DELIVERY, INSTALLATION, AND SUPPORT OF SCHEDULING SYSTEM FOR THE WINNIPEG POLICE SERVICE COMMUNICATIONS DIVISION CONTRACT ADMINISTRATOR: Kendra Rey krey@winnipeg.ca						
WARNING: ANY FALSE OR INCOMPLETE	INFORMA	TION MAY RESUL	T IN REJECTION OF THIS APPLICATION			
EMPLOYEE INFORMATION						
LAST NAME:		GIVEN NAMES	·			
BIRTH NAME OR OTHER NAME(S) USED:						
	(if	different from above)				
MALE I FEMALE DATE OF BIRTH:			BIRTH PLACE:			
DIK I N.	Y	M D	· · · · · · · · · · · · · · · · · · ·			
ADDRESS:		CITY:	PROVINCE:			
POSTAL CODE:	RESIDE	NTIAL PHONE:				
AUTHORIZATION						
I,hereby consent to the Winnipeg Police Service collecting my personal Information from any public body, person, employer, or government institution for the purposes of conducting a security check in connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy of facsimile thereof, is my consent to any public body, person, employer or government institution to release true copies of any records containing my personal information to the Winnipeg Police Service. (Security clearance checks expire after a period of one year).						
Signature of Witness			Signature of Applicant			
This personal information will be collected pursuant to <i>The Freedom of Information and Protection of Privacy Act</i> C.C.S. M.cF175 (title, name, phone number of person who) can answer questions about the collection of this information.						
			Date			
WINNIPE RESULT OF CHECK:	G POLICE SER	RVICE - FOR OFFICE USE	ONLY			
NO POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO ANY SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.						
AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.						
	ONS WAS AS	SOCIATED TO A SUBJ	ECT WITH THE SAME NAME AND DATE OF BIRTH.			
PROCESSED BY: Clerk WPS	\$#		Date			