



# 262-2022 ADDENDUM

## CLOUD HOSTED WORKFORCE MANAGEMENT SOLUTION

### URGENT

**PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID/PROPOSAL**

ISSUED: April 22, 2022  
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**THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID/PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

Template Version: Add 2021-03-05

**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid/Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid/Proposal may render your Bid/Proposal non-responsive.**

### PART D – SUPPLEMENTAL CONDITIONS

Replace: D2 with:

#### **D2 SCOPE OF SERVICES**

- D2.1 The Work to be done under the Contract shall consist of:
  - (a) Providing the following **“Professional Services”**:
    - (i) acquiring, configuring, testing, transitioning operations, and providing support for a WPS Workforce Management Solution (Solution) hosted on a cloud-based platform; and
    - (b) providing an annual subscription to host and support the WPS Workforce Management Solution (Solution) in the cloud (the **“Hosting Services”**). The support will run for the period of one year from the date of “Go Live”, with the option of four (4) mutually agreed upon one (1) year extensions.
- D2.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on the anniversary of date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- D2.2 The major components of the Work are as follows:
  - (a) Professional services
  - (b) Software Subscription, Hosting and support
- 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. Proponents are advised that monies have been approved for work up to and including December 31, 2022.
- 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.
- D2.5 The funds available for this Contract are \$500,000. The stated funds available under this Contract include the cost of all items required for the complete functioning of the Solution,

Professional Services, Hosting Services during development, and a one (1) year term of Hosting Services from date of launch, including but not limited to the cost of all applications, software, add-on's, patches, peripherals/ accessories, Maintenance, Installation, initial annual subscription, hosting, server, licensing cost, professional support, and training.

The following provisions are in addition to any preceding obligations of confidentiality contained in these conditions.  
Add: D16:

## **D16 INFORMATION MANAGEMENT**

- D16.1 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.
- D16.2 For the purposes of D16, 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.
- D16.3 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all information and materials (regardless of form or medium) acquired by it, or to which it is given access during the course of the performance of the Contract, and any copies thereof (the "Confidential Information"). For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D16.4 The Contractor shall be deemed an "information manager", as that term is defined by section 44.1 of FIPPA, and any collection, storage, use, disclosure, or destruction of, or access to (collectively, "Use"), Personal Information by the Contractor or its Representatives shall be done pursuant to the Act.
- D16.5 Further to D6, all Confidential Information (meaning any and all information concerning the City, the Project, and the Services, that is supplied by or to which access is given to the Contractor by the City or which in any other way comes into the possession or knowledge of, or is stored by or otherwise accessed by, the Contractor during the course of performance of the Services (regardless of format or medium), including "Personal Information" as defined by The Freedom of Information and Protection of Privacy Act (FIPPA)), is and shall remain the property of the City. For clarity, this section does not speak to ownership of Information which may be disclosed to the Contractor or its Representative pertaining to a City employee directly by such City employee in the course of that employee's use of the Services in a personal capacity. Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the City.
- D16.6 Further to D6, while this Contract is in effect and at all times thereafter the Contractor shall:
- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
  - (b) ensure that access to the Confidential Information is only provided or permitted on a "need to know" basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
  - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the 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.
- D16.7 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.

- D16.8 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:  
the standards the Contractor has in place to protect its own confidential information; or  
the standards imposed on the Contractor by the City.
- D16.9 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.
- D16.10 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.
- D16.11 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.
- D16.12 The Contractor shall legally bind all employees, agents, Subcontractors, officers, and directors of its organization (where applicable) to the protection of privacy and information handling for all Confidential Information via written agreements which contain protections no less strict than those contained within the Contract, and in compliance with any additional requirements imposed by FIPPA or the Manitoba Personal Health Information Act (“PHIA”) and any other applicable legislation.

**PART E – SPECIFICATIONS**

Delete: E4(17)

Add: E4(23)

No.	Requirement Description	Requirement Category
23	<p>The System or System Vendor (Proponent) does not and will not use City of Winnipeg data, including <a href="#">personal information</a> or <a href="#">personal health information</a>, for any purpose other than that which it was contracted to perform.</p> <p>The System Vendor (Proponent) agrees to City's Information Manager Agreement terms as drafted in the RFP/agreement or their terms of service satisfy the Information Manager Agreement provisions found in <a href="#">FIPPA section 44.1(1)-(5)</a> or <a href="#">PHIA section 25(1)-(5)</a>.</p>	Privacy

**E4 MANDATORY REQUIREMENTS RELATED TO CLOUD HOSTING**

- E4.1 In accordance with D16, the Contractor shall store any Confidential Information in Canada (as described in B15.6.2(a)) OR in an equivalent jurisdiction (as described in E4.4(b));
- E4.2 The Contractor’s management of Confidential Information must be compliant with the provisions of FIPPA as outlined in section D16 of this document.

- E4.3 Any computer system or other information management system the Contractor uses to store or process Confidential Information in the performance of the Services is certified as compliant with ISO/IEC standard 27001 (or equivalent) and ISO/IEC standards 27002, 27017, and 27018 (or equivalents).
- E4.4 The Contractor undertakes and agrees to certify that in accordance with D16 it shall store, transport, and transmit ("Site") Confidential Information 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.

- E4.5 The Contractor undertakes and agrees to certify that any computer system or information management system it uses to store or process Confidential Information in the performance of the Services is compliant with ISO/IEC standard 27001 (or equivalent) and ISO/IEC standards 27002, 27017, and 27018 (or equivalents), by providing:
- (a) a certificate of compliance with ISO/IEC standard 27001 from an accredited certification body and a written description of how the proposed solution complies with ISO/IEC standards 27002, 27017, and 27018; or
  - (b) a certificate of compliance with a functionally equivalent standard to ISO/IEC standard 27001 (such as the AICPA SOC auditing framework or NIST SP 800-53) from an accredited certification body and a written description of how the proposed solution is compliant with standards that are functionally equivalent to ISO/IEC standards 27002, 27017, and 27018.

## **QUESTIONS AND ANSWERS**

- Q1: Would the City of Winnipeg please elaborate and provide additional context on this requirement (Form N-1:10)?
- A1: The WPS would like to be able to transfer member information from the solution to our Niche Records Management System.
- Q2: Would the City of Winnipeg please elaborate and provide additional context on this requirement, specifically "minimum staffing" and their needs in this area (Form N-2:38)?
- A2: The WPS would like to be able to set minimum staffing levels for specific parameters. Minimum staffing level equates to the minimum number of employees working.
- Q3: Would the City of Winnipeg please elaborate and provide additional context on this requirement (Form N-2:43)?
- A3: If the WPS receives a court record that states a member has court at a specific time, the member's schedule should be updated in the solution.
- Q4: Would the City of Winnipeg please elaborate and provide additional context on this requirement (Form N-2:44)?
- A4: If the WPS receives a court record that states a member's court appearance has been cancelled, the member's schedule should be updated in the solution.
- Q5: Would the City of Winnipeg please elaborate and provide additional context on this requirement (Form N-2:45)?
- A5: If the WPS receives a special duty record that states a member will be performing special duty at a specific time, the member's schedule should be updated in the solution.

- Q6: Would the City of Winnipeg please elaborate and provide additional context on this requirement (Form N-2:46)?
- A6: If the WPS receives a special duty record that states a member's special duty appearance has been cancelled, the member's schedule should be updated in the solution.
- Q7: Would the City of Winnipeg please elaborate and provide additional context on this requirement, specifically "minimum staffing" and their needs in this area (Form N-3:2)?
- A7: Minimum staffing level equates to the minimum number of employees working. If a leave request is submitted that results in the number of employees on shift being below the minimum staffing level, an approver should be notified.
- Q8: Would the City of Winnipeg please elaborate and provide additional context on this requirement, specifically their needs as they pertain to call outs (Form N-3:23)?
- A8: A call out is when a member is not on duty and called out for duty. The WPS would like the ability to call out members in a fair and efficient manner. These may include taking into account previous call out hours, declination of call outs, eligibility for call outs, seniority, etc.
- Q9: Would the City of Winnipeg please elaborate and provide additional context on this requirement, specifically their needs as they pertain to call outs (Form N-3:24)?
- A9: The WPS would like to be able to develop a list of members willing to perform call outs in the solution.
- Q10: Would the City of Winnipeg please elaborate and provide additional context on this requirement, specifically their needs as they pertain to bidding on call out opportunities (Form N-3:26)?
- A10: The WPS would like members to be able to view and bid on call out opportunities from their phones and computers to ensure a fair and efficient process.
- Q11: Would the City of Winnipeg please elaborate and provide additional context on this requirement, specifically their needs as they pertain to declining and accepting call out requests (Form N-3:27)?
- A11: The WPS would like to be able to track when a member accepts and declines call out requests.
- Q12: Would the City of Winnipeg please elaborate and provide additional context on this requirement, specifically their needs as they pertain to declining and accepting call out requests (Form N-3:28)?
- A12: When a member accepts a call out request, the WPS would like the solution to show the call out event in the schedule of the solution.
- Q13: Is the City of Winnipeg considering WFM for departments other than police for this evaluation? If no, will system flexibility to handle non-police requirements still be a factor?
- A13: No, this request is specifically for the Winnipeg Police Service. No, non-police requirements will not be a factor.
- Q14: Is the City of Winnipeg considering other Human Capital Management functionality outside of Workforce Management for this evaluation? If no, will non-WFM capabilities still be a factor?
- A14: No, this request is specifically for the Winnipeg Police Service. No, non-WFM capabilities will not be a factor.
- Q15: Is this project arising from a short-term need or part of a bigger long-term vision for the organization?
- A15: This project is arising from a short-term need, which is to replace our current system that will be at the end-of-life in 2025. Our long-term vision is to incorporate other functions/modules and expand our interface capabilities.
- Q16: Ref to D2.1 (b)  
"providing an annual subscription to host and support the WPS Workforce Management Solution (Solution) in

the cloud (the "Hosting Services"). The support will run for the period of one year from the date of "Go Live", with the option of four (4) mutually agreed upon one (1) year extensions."

Can the WPS team please elaborate on this requirement? 24x7 support and customer success are included in the annual SaaS subscription fee, thus reducing time to value and helping to ensure successful go-live

Would the WPS team entertain a mutually agreed upon term that's greater than 1 year as it may reduce the total cost of ownership over the 5-year options?

A16: Yes, The WPS would entertain a contract greater than a one-year subscription given the \$500K budget as stated in the RFP. WPS is interested in establishing a long-term partnership assuming the solution meets or exceeds the requirements. That being said, the base ask is Professional Services plus the 1st year of Hosting, software subscription and support commencing on the go-live date.

Q17: Form B: Prices

We don't see a section to input pricing for Option years 2-5. Is the expectation that the software cost for years 2-5 would be negotiated at a later date? Or does the vendor need to include the total 5-year options cost in Form B: Prices.

A17: Yes, Years 2-5 would be negotiated at a later date assuming the initial 1-year term is deemed successful and the WPS wishes to continue with the partnership. The Proponent is not required to include years 2-5 in Form B: Prices.

Q18: E4. Technical Specifications #17

On multiple browsers the link to the City's Information Agreement terms is unable to be reached. Can the city please provide a copy or new link?

<http://citynet/clerks/privacy/pdfs/1.4-APO-Guidance-on-Information-Manager-Agreement.pdf>

A18: See Addendum 1 - E4(23) above

Q19: Can we expand the pricing grid (262-2022 Form B-Prices) such that we can show prices for optional items/modules/enhancements that might best support the requirements, that weren't specifically requested?

A19: No, Form B-Prices cannot be expanded to show optional items/modules/enhancements that might best support the requirements, that weren't specifically requested. The Proponent may include them as an attachment to their proposal.

Q20: To provide accurate pricing, what is the total staff count (that would be scheduled in the solution) for WPS?

A20: 2000 +/-

Q21: Has WPS identified any other important dates besides the submission deadline? Such as selection date, and ideal go live date for the solution?

A21: The WPS is intending to Award the Contract in Q3 2022 and commence the project in Q4 2022.

Q22: To better respond to the FORM N: Non-Mandatory Requirements, are there any union contracts that can be made available?

A22: There are 3 union contracts, which are for the WPA, WPSOA, WAPSO. The union contracts are available at: <https://winnipeg.ca/hr/department-information/collective-agreements/default.stm>

Q23: What type, and how many time capture devices will be used?

A23: There is no requirement for time clocks for capture at this point. WPS Members will be utilizing desktops, laptops and smart phones to interact with the system.

Q24: How many collective bargaining units will have to be configured?

A24: 3.

Q25: Can you provide more information about Court and Special Duty imports? Are these automatic imports from other systems?

A25: For the court imports, information is pushed from an API to our current WFM solution. At the moment, there is no integrating for our Special Duty system. The WPS would like the ability to import a file into the proposed solution.

Q26: How many leave banks will need to be maintained in the system?

A26: 17 leave bank types.

Q27: Can you provide more information on what an acting event is? (4.24)

A27: An acting event is when a member performs duties of a position carrying a higher rate of pay. The pay is in accordance with the applicable Collective Bargaining Agreement (CBA).

Q28: For call outs, are members notified via phone call or text?

A28: The WPS currently doesn't have a standard convention. The WPS is open to phone calls, text messages, and emails in a proposed solution.

Q29: Is the budget pre-approved? Will there be any budget restrictions?

A29: The budget is approved in accordance with D2.5 above.

Q30: Is there any technical limitations (freezes)?

A30: There is one freeze that begins just before Christmas and ends after New Years.

Q31: Can we submit more questions after this Q&A?

A31: Yes, the deadline for question submissions is April 27<sup>th</sup>.

Q32: What are the different types of leave banks?

A32: There are the following leave banks:

Annual Leave (AL): This is a temporary/permanent member's entitlement to time off credited on May 1 each year.

Day in Lieu (DIL): This bank is no longer used.

Extra Duty Leave (EDL): Time earned from overtime.

Furlough Day (FUR): This is a voluntary predetermined unpaid day off, credited to a staff member-s time bank on January 1 each year it is applied for. Furloughs may be taken in half or full days.

Inordinate Overtime Carryover (ICO): Inordinate overtime that is carried over to the next calendar year.

Inordinate Overtime (IOT): Tracks and records all Senior Officer overtime whether or not it exceeds the 40 hours of Senior Officer Leave.

Mandatory Training (MT): Training that is defined as mandatory by the organization. This training must be completed on a day off. A member will have a deficit, then work it back.

Pro Rata (PR): For members who waited 1 year to receive their first entitlement of annual leave.

Statutory Credit Leave (SCL): A credit given to members who are required to work statutory holidays.

Shortfall Hours (SF): This occurs with shift schedules that do not meet the required average of 40 hours per week. A shortfall is automatically entered as a positive number of hours, which decrease to zero by working extra shifts, or by using time from other time banks.

Surplus Hours (SH): This applies to hours in excess of the required average of 40 hours per week worked by a member on a 12-hour shift only. These excess hours are automatically data entered on May 1 each year, and must be reduced to zero by April 30 the following year.

Sick Leave (SL): Sick leave is paid time off from work that workers can use to stay home to address their health needs without losing pay.

Senior Officers Leave (SOL): This is a credit of 40 hours, in lieu of overtime, credited to a Senior Management Team member on May 1 each year.

Statutory Holiday Time (STH): This is when a member takes a banked statutory holiday off.

Training Compensation (TC): This bank is used for tracking Police and Staff Sector members who attend non-mandatory (elective) training on days of weekly leave at straight time compensation.

Winnipeg Police Association Extra Duty (WEO): This is time off that was earned by attending to Winnipeg Police Association Joint Committee or Sub-Committee meetings while off-duty.

These banks are uniquely defined for the shift that a member is working.

Q33: You mentioned \$500,000 CAD budget for the project. Is this budget allocated for Year 1 software and implementation services? Or is it allocated across the entire 5 year optional term

A33: The \$500,000 CAD capital budget is allocated for professional services as part of the initial project plus the 1st year of software subscription, hosting and support for 2000 WPS members starting on the go-live date. The renewal for subsequent years will be negotiated between the Contractor and the WPS based on the successful completion of the project and the first year of software subscription, hosting and support.

Q34: I wanted to follow up and see if the City is open to accepting the vendor's master services agreement for the subscription part of the solution?

A34: Further to B26.2, the Proponent may include their MSA as an attachment to their proposal.

Q35: Please confirm that a bid security bond is not required.

A35: Confirmed. A Bid security bond is not required.

Q36: What estimated kick-off date should be used for our project schedule?

A36: You can use October 3 as the estimated kick off date for the project schedule.

Q37: Who is the CAD vendor? (E2.1 - F System Integration)

A37: WPS uses Hexagon for its CAD solution.

Q38: Please specify how many 'numerous custom built applications' the awarded system is to interface with and what functionality they provide? (E2.1 - F System Integration)

A38: WPS currently has approximately 28 COTS, custom built applications and processes that integrate with our current in-house workforce management solution. The WPS recommendation is that the Contractor will provision the integration toolkit (API, webservices, etc.), documentation and support. WPS IT personnel will be responsible for developing the integration with WPS systems using the Contractor toolkit where the integration does not already exist.



Q39: Please give examples of the types of employment statuses. (Form N-1.8)

A39: Examples are as follows:

- Active Complement & Non-Complement
- Accommodated Complement & Non-Complement
- Laid Off
- Leave of Absence with & without pay
- Maternity Leave
- Parental Leave
- Resigned
- Retired
- Workers Compensation

Q40: Please clarify the employment types defined as 'Job Share' and 'Reduced Hours'. (Form N-1.9)

A40: Reduced hours is when a member is placed on "hourly" payroll meaning they are only paid for the hours that they work (instead of by Salary).

Q41: In the requirement stating, "Ability to manage a complement of sworn members.", what is meant by 'a complement'? (Form N-2.36)

A41: A complement of Police Officers within the bargaining unit up to and including the rank of Staff Sergeant which shall be the minimum number of each rank that the Police Service shall have.

Q42: In the requirement stating, "Ability for an employee to submit an acting event.", is there term 'acting event' considered a bump up into a higher rank? (Form N-4.22)

A42: Yes.