



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 436-2022

CLOUD HOSTED STAFF SCHEDULING AND PAYMENT TRACKING SOLUTION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Cloud Hosted Staff Scheduling and Payment Tracking Solution

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, Aug 8, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. PROPONENTS' CONFERENCE

B3.1 The Contract Administrator will hold a Proponents' conference virtually on from 10:00 to 11:00 on July 20, 2022.

B3.2 The Proponent is advised that, at the Proponents' conference, is optional but recommended.

B3.3 Proponents must register for the Proponents Conference by providing a valid email address to lhathout@Winnipeg.ca to obtain a meeting invitation not later than 9:00 A.M. on Monday, July 18, 2022

B3.4 Proponents' questions can be submitted in writing to lhathout@Winnipeg.ca, not later than 9:00 A.M. Monday, July 18, 2022. The City will address questions that have been pre-submitted from proponents. The Proponent is advised that, at the Proponents' conference, they will have an opportunity to clarify requirements.

B3.5 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support

Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 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.
- B5.2 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.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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 proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B7.5 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.
- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 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 B29.
- B7.9 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.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices; and
 - (c) Form N - Requirements.
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section D) in accordance with B13;
 - (b) Experience of Key Personnel Assigned to the Project (Section E), in accordance with B14;
 - (c) Project Understanding and Methodology (Section F) in accordance with B15; and
 - (d) Project Schedule (Section G) in accordance with B16 and
 - (e) Business Requirements (Section H) in accordance with B17;
 - (f) Technical Requirements (Section I) in accordance with B18;
 - (g) Training and Support (Section J) in accordance with B19; and
 - (h) Value added and Innovation Services (Section K) in accordance with B20

- B8.3 Further to B8.1 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.
- B8.4 Further to B8.2, 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.
- B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B29.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 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.

B10. PRICES

B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3, 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.

B10.1.2 Prices stated in response to B10.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D19. Any such costs shall be determined in accordance with D19.

B10.2 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.

B10.3 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.

B10.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. INSTRUCTIONS FOR PROPOSAL RESPONSE

B11.1 The Proponent should provide their Proposal responses according to the following rules:

- (a) The RFP response should be prepared in a clear and concise manner, using the table format where provided.
- (b) Do not refer in the answer to another question and do not refer to other documents.
- (c) Include any additional information that you feel may be helpful, either following the tables, in separate sections of your response, or in an appendix at the end of the Proposal.

B11.2 Proponents are expected to examine the entire RFP including all specifications, standard provisions, and instructions.

B11.3 The Proponent should make it very clear where exceptions are taken to the specifications and how the Proponent will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of the City's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the Proposal. If the Proponent does not make it clear that an exception is being taken, the City shall assume the Proponent is responding to and will meet the specification as written.

B12. FORM N - REQUIREMENTS (SECTION C)

B12.1 Proponent shall complete Form N - Requirements with Mandatory and Non-Mandatory requirements.

B13. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION D)

B13.1 Proposals should include:

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

projects should be of an organization that has over 1000 employees and operates 24 hours a day, 7 days a week with multiple collective bargaining units.

- B13.2 For each project listed in B13.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the contractor;
 - (c) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (d) project owner;
 - (e) reference information (one current name with telephone number and e-mail per project).

B13.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B13.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B14. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION E)

B14.1 Describe your approach to overall team formation and coordination of team members.

B14.1.1 Include an organizational chart for the Project.

B14.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B14.1.1.

B14.3 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;
- (d) Reference information (one current name with telephone number and e-mail per project).

B15. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)

B15.1 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.

B15.2 Methodology should be presented in accordance with the Scope of Services identified in D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B15.3 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the City's Project methodology with respect to the information provided within this RFP; and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset->

[management-program/templates-manuals.stm#2](#) and templates at <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> and;

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

B15.4 For each person identified in B14.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B16. PROJECT SCHEDULE (SECTION G)

B16.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B16.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B17. BUSINESS REQUIREMENT (SECTION H)

B17.1 The Proponent should provide a detailed description of how the Solution:

- (i) Manages personnel skills and displays skills and status on the roster;
- (ii) Manages business rule and tracking changes;
- (iii) Creates an annual schedule ensuring all rules are optimally met;
- (iv) Displays the roster;
- (v) Tracks staff in acting positions;
- (vi) Displays staffing by station and vehicle;
- (vii) Manages crews that are assigned to one or more vehicles;
- (viii) Manages and fills vacancies;
- (ix) Automatically calls staff to fill vacancies;
- (x) Maintains an on-call list;
- (xi) Creates a vacation schedule;
- (xii) Allows staff to request vacations and shift trades;
- (xiii) Manages Leave requests;
- (xiv) Tracks leave and bank times;
- (xv) Provides reports for staff management; and
- (xvi) Manages time codes based on collective agreements.

B18. TECHNICAL REQUIREMENTS (SECTION I)

B18.1 Solution Architecture

B18.1.1 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, Data, Application and Technology).

- (a) **Business architecture:** Describe how your Solution is designed to meet the specific business functions and processes envisioned for the WFPS Application 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

- (i) Data stored and transmitted within the Solution shall be encrypted both at-rest and in-transit.
- (c) **Application architecture:** Describe the discrete 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. .Net, Java, 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 WFPS to procure licenses from third-parties in order to operate your Solution. Indicate all your supported browsers and/or platforms.
- (d) **Technical architecture:** Describe the “typical” deployment configuration(s) and network topology used to host your Solution, and your recommendation for the WFPS in this Proposal. Include cloud architecture, SLA’s, etc. Include any relevant network components (firewalls, zones, etc.) and/or enterprise systems (Directory Server, Mail Server, etc.) as applicable.

B18.2 System Management

B18.2.1 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 data redundancy, replication and geographic location of data centers.
- (c) **Upgrades:** Describe your upgrade process and indicate the level of impact to Solutions operations.
- (d) **Reporting:** Provide a description of the following:
 - (i) Data reporting tools that come with your Solution (e.g. Power BI, Tableau)
 - (ii) Preconfigured reports that come with your Solution
 - (iii) How custom reports can be created and configured
 - (iv) How on-screen reports are viewed and exported
 - (v) How automated report scheduling can be setup
 - (vi) What formats can be used for exporting a report
 - (vii) Access to reports is based on user’s security role
- (e) **Data Integration:** Provide a description of the following data integration requirements:
 - (i) Real time data access of all system data by ETL tools and/or third-party systems for purposes of data integration and data warehouse needs
 - (ii) Data design supports identifying all user data that has been created, updated, or deleted within a date range to allow for ETL processes to focus on data deltas since last run
 - (iii) Accessing real time data does not impact Solution performance
 - (iv) Availability and access to the database schema
 - (v) Limits on amount of data connections
- (f) **Data Archiving/Purging:** Provide a description of the following:
 - (i) information archiving capabilities
 - (ii) information purging capabilities
 - (iii) default data retention period (minimum of six (6) years)
 - (iv) procedures detailing the data archiving and purging processes.
- (g) **Availability**

- (i) Describe the expected availability of your Solution (expected 24X7 availability).
- (h) **API**
 - (i) Describe any out-of-box API that is available with your Solution, including what API calls can be performed
 - (ii) Describe any limits on the amount of API calls
 - (iii) Describe supporting documentation and frequency of updates to API's

B18.3 Performance

- B18.3.1 the expected performance of your Solution for common functional activities. Performance metrics shall be relative to normal operating conditions.
- (a) **Start-up Performance:** Provide typical metrics for user login and invoking any major functional of major application login, data form initiation. Describe performance expectations for application start-up and user login.
 - (b) **Standard Tasks Performance:** Describe performance expectations for common tasks.
 - (c) **Reporting Performance:** Describe performance expectations for standard report generation (standard, pre-defined reports).

B18.4 Support and Warranty

- B18.4.1 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 WFPS will be responsible vs. those that your support services will provide. Include any additional information regarding support that may be of interest to the WFPS.
 - (b) **Business and/or Technical Support:** Describe the types of business and/or technical support typically offered to your customers. Include any limitations, restrictions, or constraints for accessing your support services.
 - (c) **Incident Management:** Describe your customer facing and internal processes for managing incidents, including issue classification and escalation approach.
 - (d) **Warranty:** Describe the hardware and installation warranty. Include delineation between tasks for which the WFPS will be responsible vs. those that your warranty services will provide. Include any additional information regarding support that may be of interest to the WFPS. Please include Solution roadmap and what documentation is released alongside updates.

B18.5 Transition

- B18.5.1 The Proponent should describe the data migration approach. All data from the existing WFPS custom developed Solution should be migrated. Data to be migrated should include but is not limited to the following entities:
- (a) Employees
 - (b) Pay rates
 - (c) Ranks
 - (d) Organizational units
 - (e) Schedules
 - (f) Shifts
 - (g) Events (Acting, Leave, Overtime, etc.)
 - (h) Time Banks
- B18.5.2 Describe the data formats that are acceptable for your data migration approach.

B18.5.3 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.

B18.5.4 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.

B18.6 Usability

B18.6.1 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 Proponent should address the following:

- (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.
- (d) **Self-explanatory** messages that clearly indicate resolutions are present where appropriate. The ability to undo actions is provided where appropriate.
- (e) **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.

B18.7 Scalability

B18.7.1 Describe the capability of your Solution to scale to accommodate increased user demands, peak load times, and other high-volume usage scenarios. Describe the capability of your Solution to scale to accommodate future enhancements. Proposals should include the following information on the scalability of the Solution:

- (a) What is the maximum number of concurrent users supported in the proposed Solution?
- (b) Required lead time to scale, as required, to meet expected performance increases.
- (c) Is this scalability temporary or permanent?
- (d) What is date of the last performance benchmarking test? Attach any recent performance benchmarking reports to an appendix.
- (e) What other options exist to assist in addressing variable service demand by the public within a fixed annual service budget?

B18.8 Security

B18.8.1 Describe how your Solution meets the following security requirements:

- (a) Describe the authentication methods used to ensure there is no unauthorized access to the product.
- (b) Describe your approach to patch and vulnerability management.

- (c) Describe how customers are notified of any vulnerability in your product.
- (d) Describe how your product protects customer data such as authentication credentials.
- (e) Describe your security incident management process.
- (f) Describe what options are available with your Solution to protect/mitigate against ransomware attacks.
- (g) Data residency

B19. TRAINING AND SUPPORT (SECTION J)

B19.1 The Proponent should describe the following in detail:

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

B19.2 Describe the mode of support and response time to User inquiries/concerns and support for critical issues related to application performance.

B19.3 Describe online training portals, user groups, online user communities and user generated content.

B20. VALUE-ADDED OR INNOVATIVE SERVICES OF PROPONENT (SECTION K)

B20.1 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

B21. DISCLOSURE

B21.1 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.

B21.2 The Persons are:

- (a) N/A

B22. CONFLICT OF INTEREST AND GOOD FAITH

B22.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B22.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;

- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B22.3 In connection with its Proposal, each entity identified in B22.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B22.4 Without limiting B22.3, 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.

B22.5 Without limiting B22.3, 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 B22.4 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.

B22.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B23. QUALIFICATION

B23.1 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.

B23.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B23.3 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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B23.4 and D8).
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

B23.4 Further to B23.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B23.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B24. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B24.1 Proposals will not be opened publicly.

B24.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B24.3 The Proponent is advised 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).

B24.3.1 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.

B24.4 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.

B25. IRREVOCABLE OFFER

B25.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B25.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B26. WITHDRAWAL OF OFFERS

B26.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B27. INTERVIEWS

B27.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B27.2 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 B17.1. The City expects that the Proponent would be demonstrating a functional version of their proposed system.

B27.3 The Proponent should provide access to a Solution sandbox as a part of the demonstration upon the request of the contract administrator for a period of two weeks.

B27.4 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.

B28. NEGOTIATIONS

B28.1 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.

B28.2 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.

B28.3 If, in the course of negotiations pursuant to B28.2, 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.

B29. EVALUATION OF PROPOSALS

B29.1 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 B23: (pass/fail)

- | | | |
|--|--|-------------|
| | (c) Form N - Requirements listed as Mandatory; | (pass/fail) |
| | (d) Total Bid Price; | 15% |
| | (e) Form N - Requirements listed as Non-Mandatory (Section C); | 5% |
| | (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) | 5% |
| | (i) Project Schedule; (Section G) | 10% |
| | (j) Business Requirements; (Section H) | 25% |
| | (k) Technical Requirements; (Section I) | 10% |
| | (l) Training and Support; (Section J) | 5% |
| | (m) Value added and Innovation Services (Section K) | 5% |
- B29.2 Further to B29.1(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.
- B29.3 Further to B29.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B29.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B29.1(a) and B29.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B29.5 Further to B29.1(d), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.5.
- B29.6 Further to B29.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit of the individual items on Form B: Prices.
- B29.7 Further to B29.1(c) and B29.1(e), requirements in Form N: Requirements will be evaluated considering the information requested and submitted in accordance with B12.
- (a) Further to B29.1(c), requirements listed as mandatory are scored on a pass/ fail basis. Proponent submission shall meet these mandatory requirements in order to be deemed in compliance. If the explanation in the Comments column indicates the proposed solution meets the requirements in some way other than as stated, the City of Winnipeg, at its sole discretion, will deem if the deviation is acceptable.
 - (b) Further to B24.1(e), requirements not listed as non-mandatory will be scored in accordance with the response provided by the Proponent.
- B29.8 Further to B29.1(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 B13.
- B29.9 Further to B29.1(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 B14.
- B29.10 Further to B29.1(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 B15.

- B29.11 Further to B29.1(i), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16.
- B29.12 Further to B29.1(j) Business Requirements will be evaluated considering the information requested and submitted in accordance with B17.
- B29.13 Further to B29.1(k), Technical Requirements will be evaluated considering the information requested and submitted in accordance with B18.
- B29.14 Further to B29.1(l), Training and Support will be evaluated considering the information requested and submitted in accordance with B19.
- B29.15 Further to B29.1(m), Value-added services will be evaluated considering the information requested and submitted in accordance with B20.
- B29.16 Notwithstanding B29.1(e) to B29.1(m), where Proponents fail to provide a response to B8.2(a) to B8.2(h), the score of zero may be assigned to the incomplete part of the response.
- B29.17 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B27.
- B29.18 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B29.19 This Contract will be awarded as a whole.

B30. AWARD OF CONTRACT

- B30.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B30.2 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.
 - B30.2.1 Without limiting the generality of B30.2, 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.
- B30.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B30.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
 - B30.4.1 The Contract documents as defined in C1.1(p) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B30.5 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D19 shall

immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.

B30.6 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.

B30.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

- D2.1 The City of Winnipeg Fire and Paramedic Service (WFPS) is a combined Fire EMS service provider. The approximately 1,400 members of the WFPS – represented by five unions – provide fire and rescue services as well as medical response by the Winnipeg Fire Department Branch, and emergency medical services (EMS) by the Winnipeg Emergency Medical Services Branch. The communication branch provides 911 call handling for all city Fire and EMS calls.
- D2.2 The department receives about 140,000 9-1-1 urgent and non-emergent EMS and fire calls a year. Incidents are responded to by seventy-four fire apparatus and 58 EMS resources situated in 31 fire and paramedic stations across the City.
- D2.3 The Winnipeg Fire Paramedic Service needs to replace its custom-built scheduling solution as it is no longer supportable. The scheduling tool is needed to manage 24/7 shifts for fire and paramedic services. It needs to incorporate business rules such as the number of ACP paramedics needed on each shift with union and workplace health and safety guidelines. It also needs to help manage the ever-changing rosters due to sick calls, training and vacation swaps. Lastly a scheduling tool ideally has a time tracking tool that helps minimize time sheet entry errors through integrated business rules.

D3. SCOPE OF SERVICES

- D3.1 The Work to be done under the Contract shall consist of:
- (a) Implement, configure, test, and transition for a WFPS Cloud Hosted Staff Scheduling and Payment Tracking Solution (Solution) hosted on a cloud-based platform. (Including first year of subscription, hosting, support and maintenance) for a period of one year from the Start Date.
 - (b) Subscription, hosting, support and maintenance for a period of five (5) years after the first year of implementation with the option of 3 mutually agreed upon five (5) year extensions.
- D3.1.1 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.
- D3.1.2 Changes resulting from such negotiations shall become effective on January 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D3.1.3 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.
- D3.2 The major components of the Work are as follows:
- (a) Provide the City with a Scheduling, Roster and Payment Tracking software system to achieve the objectives listed in E2.
 - (b) Provide a tool for staff to book on and off, indicate vacation preferences, make leave requests and propose vacation swaps.
 - (c) Create the relevant import from the ICO RMS system that contains personnel information including position, seniority and skills to the system.

- (d) Create an interface from the system to the PeopleSoft pay role module
- (e) Provide an automated call-out and confirmation system to notify staff of additional shifts and related opportunities to assist with vacancy management.
- (f) Load the system with the current years EMS, Fire and communications schedule and individual staff time tracking information.
- (g) Provide assistance in the installation and configuration of relevant systems listed for integration.
- (h) Provide testing of the systems and assist with user acceptance testing, detailing the testing plans and user acceptance plans.
- (i) Provide a testing and training environment.
- (j) Provide training for both internal IT system support staff and users, detailing the scope of the training and the training methodology.
- (k) Support Organizational Change Management activities for the project, which would be led by the City, detailing the type and scope of the support.

D3.3 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. Proponents are advised that monies have been approved for work up to and including December 31, 2022.

D3.4 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.

D3.5 The funds available for this Contract are \$900,000.

D4. COOPERATIVE PURCHASE

D4.1 The Contractor is advised that this is a cooperative purchase.

D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.

- D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) **“Confidential Information”** means all information and/or materials, and any copies thereof, which the Contractor (and/or its Representatives) acquires or Uses, or to which it is given access, during the course of the performance of the Work and/or Contract, regardless of the source, format, or medium of said information and/or materials, and includes Personal Information (unless otherwise identified herein), but excludes information that is in the public domain, provided that the information claimed to be in the public domain was not made public as a result of an unauthorized disclosure by the Contractor or its Representatives, or a third party;
- (b) **“EMS”** means Emergency Medical Services
- (c) **“OT”** means Over Time
- (d) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (e) **“Solution”** means the software program to be provided by the Contractor pursuant to this Contract. For the avoidance of doubt, the term Work, as used in this Contract, includes the provision of the Solution, but is not limited to the provision of the Solution, and also includes the additional scopes of Work (configuring, testing implementing and providing support) as detailed pursuant to D3.
- (f) **“Start Date”** means the date on which the parties agree to commence the Work.
- (g) **“Usability”** means the capability of the software to be understood, learned, used, and be attractive to the user
- (h) **“WFPS”** means Winnipeg Fire Paramedic Service

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Linda Hathout
Program Manager

Telephone No. 204- 391-5434

Email Address.: lhathout@Winnipeg.ca

D6.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. NOTICES

D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

- D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D8.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

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

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) Professional Liability insurance annual policy in the amount of at least \$1,000,000 per claim to remain in force for the duration of the contract and for 12 (twelve) months following Total Performance.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.
- D10.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement

of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

- D10.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D10.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement or any subsequent extensions thereof provided that the City shall give the Contractor reasonable notice and shall request reasonable change.

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the insurance specified in D10;
 - (iii) the direct deposit application form specified in D15.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. COVID-19 SCHEDULE DELAYS

- D12.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D12.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D12.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.
- D12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D13. RECORDS

- D13.1 The Contractor shall keep detailed meeting records for decisions made during meetings with the city.
- D13.2 The Contractor shall provide the Contract Administrator with a copy of the records within five (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D14. INVOICES

- D14.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204- 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D14.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
 - date of delivery;
 - delivery address;
 - type and quantity of work performed;
 - the amount payable with GST and MRST shown as separate amounts; and
 - the Contractor's GST registration number.
- D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15. PAYMENT

- D15.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D16. PAYMENT SCHEDULE

- D16.1 Further to C12, payment shall be in accordance with the following payment schedule:
- The Proponent shall provide in their project proposal a payment schedule that clearly states payment amounts and conditions associated to specific project milestones. The conditions of the milestones must be clear and precise, i.e. evaluate that a project milestone is reached and all deliverables associated to that milestone have been produced to the satisfaction of the City, prior to issuing payments.
- D16.2 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D17. WARRANTY

D17.1 Notwithstanding C13, the warranty for this Contract is five (5) years from the Start Date.

DISPUTE RESOLUTION

D18. DISPUTE RESOLUTION

D18.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D18.

D18.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D18.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D18.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D18.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D18.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D18.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D18.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D18.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D19. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D19.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D19.2 Further to D19.1, in the event that the obligations in D19 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D19.3 For the purposes of D19:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D19.4 Modified Insurance Requirements
- D19.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D19.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D19.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D19.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D19.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D19.5 Indemnification By Contractor
- D19.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D19.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D19.6 Records Retention and Audits
- D19.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D19.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D19.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D19.7 Other Obligations
- D19.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D19.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D19.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D19.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D19.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work of the Contractor and Services Provider (if applicable), including the Solution.
- E1.2 Any substitutes approved by the City as an approved equal or an approved alternative during the RFP process may be read into the Contract in every instance where a brand name or design specification is used in this Part E.
- E1.3 The Solution's End User Licensing Agreement (EULA), as well any other agreement which the Contractor and/or Services Provider (if applicable) request to have signed, or agreed to, by the City (such as Terms of Service), must either be compliant with all relevant terms of the Contract (including, without limitation, the obligations imposed upon the Contractor and/or Services Provider (if applicable) or be sufficiently negotiable to meet the same standards.

E2. SPECIFICATIONS

- E2.1 The Contractor shall provide a WFPS Cloud Hosted Staff Scheduling and Payment Tracking Solution. The Contractor shall provide the following:
- (a) Item No 1 - Implement, configure, test, and transition for a WFPS Cloud Hosted Staff Scheduling and Payment Tracking Solution (Solution) hosted on a cloud-based platform. Including first year of subscription, hosting, support and maintenance.
 - (b) Item No 2 - Subscription, hosting, support and maintenance for a period of five (5) years after the first year of implementation.
- E2.2 All Work will be done remotely.

E3. SOLUTION REQUIREMENTS

- E3.1 The Contractor shall provide the Solution in accordance with the requirements specified herein and in D3, Part E and Form N – Requirements:
- (a) General Scheduling Requirements
 - (b) Personnel Skills and Status
 - (i) The System administrator shall be able to define certain roles and assign personnel to those roles. Roles shall allow users to be added to specific picklists such as Investigator, Inspector etc.
 - (c) Business Rules
 - (i) The Solution shall allow the City to create and edit business rules to govern all scheduling and leave issues applicable to full and part-time personnel and civilian personnel in multiple collective bargaining contracts. The Solution shall also allow edit business rules to govern vacancies, vacations, handle off-duty work schedules, call out for specialty units, and other types of circumstances that might affect staffing and scheduling.
 - (d) Shifts and Schedules
 - (i) Schedules shall be creatable and viewable for at least 24 months in advance for Fire Fighters, Paramedics, and Communication officers. The Schedule shall display location of personnel and the vehicle they are assigned to.
 - (ii) The Roster shall be able to quickly provide the staffing complement and all easy movement of staff to backfill vacancies based on business rules.

- (e) Vacancy Management
 - (i) The Solution shall be able to accept and adjust schedules for staff short notice absences and also allow for manual filling of short notice absences with emergency staff. Shall allow for short notice recording and replacement for salaried and hourly employees for reasons such as sick leave, sick family leave, bereavement leave, unexcused absence, etc.
- (f) Automatic Call List
 - (i) It shall allow automatic notification of vacancies to a subset of staff (e.g. on-call Hazmat certified staff, on-call ALS) by phone, texting or email of a vacant shift that is available.
 - (ii) Staff shall be able to replay to a text confirmation that they are able to pick-up a shift. After accepting the Solution place the person on the roster and notify relevant supervisor(s) and employee of the accepted shift.
- (g) Vacation management
 - (i) The Staff Scheduling Solution shall allow employees to enter their vacation and other special time request(s); restricted by predefined business rules.
- (h) Shift and Vacation Trades
 - (i) The Solution shall allow users to trade shifts and vacations based on defined business rules and supervisor approval.
- (i) Overtime Management
 - (i) The Solution shall be able to notice staff of special assignment and overtime availability. It shall also automatically offer these opportunities based on eligibility business rules.
- (j) Leave
 - (i) Schedule and roster administrators shall have a way of tracking and managing all requests for staff that they supervise and shall be able to view all requests for leave from staff.
- (k) Time and PayRate Tracking
 - (i) For all employee time worked there needs to be a pay code attached based on the employees position and the nature of the work. Time and pay data is then sent to the PeopleSoft payroll system.
- (l) Reporting
 - (i) Shall be able to create and generate reports for scheduling, time and payroll management.
- (m) Technical
 - (i) The Solution shall be architected to work in a high availability environment and be available 24x7. With appropriate support levels for an emergency service.
- (n) External Hosting Requirements
 - (i) The Solution shall be located at a secure and geographically / politically stable location. The Contractor shall have the documentation to support this requirement. Documentation shall include geographical location of all data centres used to deliver the Solution including any infrastructure utilized for data processing, storage, back-up and/or disaster recovery.
- (o) Security
 - (i) The Solution shall protect stored information against theft, loss, unauthorized use, disclosure, copying, modification or destruction. The Contractor shall have the documentation to support this requirement.
 - (ii) The Proponent shall ensure clear and timely communication around security incident management, risk management, vulnerability management and incident management The Contractor shall have the documentation to support this requirement. Documentation shall contain processes to ensure that there is

awareness of the Contractor's practices and to permit aligning these with existing City of Winnipeg practices.

(p) Privacy

- (i) The Solution shall protect the confidentiality of all staff and shared.

(q) Records Management

- (i) The Solution supports the creation of a record to document the completion of an official business transaction.

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) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.4 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.
- F1.5 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.
- F1.6 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.
- F1.7 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.