



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 64-2014

**REQUEST FOR PROPOSAL FOR THE PROVISION OF A STAFF SCHEDULING
SYSTEM**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	3
Form B: Prices	5

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal	4
B10. Prices	5
B11. Detailed Prices	5
B12. Qualification	6
B13. Experience of the Bidder	7
B14. Detailed Work Schedule and Payment Schedule	7
B15. Detailed Response to Part E - Specifications	8
B16. Opening of Proposals and Release of Information	8
B17. Irrevocable Offer	8
B18. Withdrawal of Offers	8
B19. Interviews	8
B20. Negotiations	9
B21. Evaluation of Proposals	9
B22. Award of Contract	10

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Notices	2
D6. Ownership of Information, Confidentiality and Non Disclosure	2

Submissions

D7. Authority to Carry on Business	2
D8. Insurance	2
D9. Performance Security	3

Schedule of Work

D10. Commencement	3
D11. Delivery	3

Measurement and Payment

D12. Invoices	4
D13. Payment	4

Warranty

D14. Warranty	4
---------------	---

Form H1: Performance Bond	5
Form H2: Irrevocable Standby Letter of Credit	7

PART E - SPECIFICATIONS

E1. General	1
E2. Background	1
E3. PeopleSoft Interface	1
E4. Vacations / Furloughs / Vacancies	1
E5. Short Notice Absences	2
E6. Call List	2
E7. Creating and Maintaining Schedules (Switching Shifts)	2
E8. Calling Staff for Filling Shifts	3
E9. Staff / Position Qualifications	3
E10. Staff Preferences for Call Ins	4
E11. Reporting	4
E12. Security	5
E13. Software Testing, Upgrading and Supporting	5

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
------------------------	---

APPENDIX A: TECHNICAL ENVIRONMENT

APPENDIX B: THE LIBRARY INFORMATION

APPENDIX C: PEOPLESOFT TIMEKEEPING INTERFACE

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR THE PROVISION OF A STAFF SCHEDULING SYSTEM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 14, 2015.

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

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.3 The Bidder is responsible for determining:

- (a) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (b) all other matters which could in any way affect his Proposal or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity 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.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the materials, equipment, methods and products 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 seven (7) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

- 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 Bidder 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 Bidders. The Bidder 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 Bidder 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 Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.
- B7.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.9, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B21.1(a).

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Detailed Prices.
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of the Bidder;
 - (b) Detailed Work Schedule and Payment Schedule;
 - (c) Detailed Responses to Part E – Specifications.
- B8.3 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.4 Further to B8.1, all components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.5 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, to constitute a responsive Proposal.
- B8.6 Bidders should submit one (1) unbound original (marked “original”) and seven (7) copies.
- B8.7 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.7.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

- B8.8 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.9 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B21.1(a).
- B8.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.11 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. PROPOSAL

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- 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: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Prices on Form B: Prices shall include all costs involved in the successful implementation of the proposed Staff Scheduling System.
- B10.1.2 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B10.1.3 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- 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 to the Request for Proposal, payments for services to Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DETAILED PRICES

- B11.1 The Bidder shall state a price for each item listed below.
- (a) Per person license price;
 - (b) Configuration;
 - (c) Project planning;
 - (d) Training;
 - (e) Installation;
 - (f) System customization;
 - (g) Test environment;
 - (h) System support maintenance options;
 - (i) Telephony notification;
 - (j) Texting notification;
 - (k) Email notification.
- B11.1.1 Further to B11.1, the Bidder must provide a detailed price breakdown of the Lump Sum Price stated on Form B and must include a list of all components included in the proposed staff scheduling system.
- B11.2 The Bidder may include options for any item in the above list and/or any items that may be necessary for the System to meet the requirements specified in Part E. The Bidder must include the pricing for any option that is proposed.
- B11.3 Further to B11.1(a), the per person license price should be:
- (a) the price per person for each Winnipeg Public Library staff member;

- (b) the price per person to expand to other Divisions at a future date.
- B11.4 Further to B11.1(b), the Bidder should provide a detailed description, and prices, for configuration options that are available.
- B11.5 Further to B11.1(c), the Bidder should provide a detailed description, and prices, for project planning options that are available.
- B11.6 Further to B11.1(d), the Bidder should provide a detailed description of training options available (with prices), such as:
 - (a) on-site;
 - (b) off-site; and
 - (c) web based options.
- B11.7 Further to B11.1(e), the Bidder should provide a detailed description, and prices, for installation options that are available.
- B11.8 Further to B11.1(f), the Bidder should describe the customization of the proposed system, and prices, required to meet the specifications as stated in Part E and list the implications of those customizations for future release considerations and installation.
- B11.9 Further to B11.1(g), the Bidder should provide a detailed description, and prices, of the test environment options that are available.
- B11.10 Further to B11.1(h), the Bidder should provide System support maintenance options with prices;
- B11.11 Further to B11.1(i), the Bidder should provide a detailed description, and prices, for telephony notification options that are available.
- B11.12 Further to B11.1(j), the Bidder should provide a detailed description, and prices, for texting notification options that are available.
- B11.13 Further to B11.1(k), the Bidder should provide a detailed description, and prices, for email notification options that are available.

B12. QUALIFICATION

- B12.1 The Bidder shall:
 - (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) have successfully carried out work similar in nature, scope and value to the Work; and

- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) provide proof satisfactory to the Contract Administrator the Security Clearances as identified in PART F - Security Clearance.

B12.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. EXPERIENCE OF THE BIDDER

B13.1 Proposals should include:

- (a) details demonstrating the history and experience of the Bidder and any proposed subcontractor on up to three projects of similar complexity, scope and value.

B13.2 For each project listed in B12.1(a), the Bidder should submit:

- (a) description of the project;
- (b) role of the Bidder;
- (c) project's original contracted cost and final cost;
- (d) project owner;
- (e) reference information (two current names with telephone numbers per project).

B13.2.1 Where applicable, information should be separated into Bidder 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 Bidder and all subcontractors.

B14. DETAILED WORK SCHEDULE AND PAYMENT SCHEDULE

B14.1 The Bidder should submit a Work Schedule indicating the time frame within which the Bidder proposes to perform each item or category of Work identified thereon and should as a minimum include:

- (a) System installation complete;
- (b) System configuration complete;
- (c) System interfaces for PeopleSoft and Timekeeping complete;
- (d) System testing complete;
- (e) Staff communication prepared;
- (f) Staff training complete by both City and Bidder trainers;
- (g) Documentation/brochures for staff prepared;
- (h) Complete system activation/Go Live date.

B14.1.1 The Bidder should also submit a payment schedule in accordance with B14.1.

B15. DETAILED RESPONSE TO PART E - SPECIFICATIONS

B15.1 The Bidder should provide a response to each point in Part E - Specifications indicating whether they comply or do not comply and providing information to enable the City to evaluate the system the Bidder is proposing.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B16.3 To the extent permitted, the City shall treat all Proposal as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

B19.1 The Contract Administrator may, in his/her sole discretion:

- (a) interview Bidders during the evaluation process;
- (b) request a live demonstration and oral presentation from Bidders of their proposed solution.

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate any and all details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11
 - (i) mandatory qualifications (pass/fail);
 - (c) Total Bid Price 40%;
 - (d) Experience of the Bidder 15%;
 - (e) Detailed Work Schedule and Payment Schedule 5%;
 - (f) Detailed Response to Part E 40%;
 - (g) economic analysis of any approved alternative pursuant to B7;
- B21.2 Further to B21.1(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.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified.
- B21.4 Further to B21.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices and the information submitted in response to B11.
- B21.5 Further to B21.1(d); Experience of Bidder shall be evaluated considering the information submitted in response to B13.
- B21.6 Further to B21.1(e), Detailed Work Schedule and Payment Schedule shall be evaluated considering the information submitted in response to B14.
- B21.7 Further to B21.1(f), Detailed Response to Part E, shall be evaluated considering the information submitted in response to B15.

- B21.8 This Contract will be awarded as a whole.
- B21.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.10 Notwithstanding B21.1(d) to B21.1(f), where Proponents fail to provide a response to B8.2(a) to B8.2(c), the score of zero may be assigned to the incomplete part of the response.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B21.
- B22.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B22.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at 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 Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of a staff scheduling system for the period from award of Contract until successful completion of the Work, as accepted by the Contract Administrator, plus five (5) years maintenance. The City reserves the right to renew the maintenance agreement on an annual basis.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on the anniversary date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The major components of the Work are as follows:

- (a) Provide the City with a staff scheduling solution as specified in section E – Specifications;
- (b) Provide system installation and configuration;
- (c) Provide training for both system administrators and users. User training can be accomplished by utilizing a Train-the-Trainer approach;
- (d) Provide system enhancements on a regular basis;
- (e) Provide ongoing system support and maintenance for the term of the Contract.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2014.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**WPL**" stands for Winnipeg Public Library.
- (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Proposals.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:
Allan Pritchard

Coordinator, Library Information Technology Services

Telephone No.: 204 986-6416

Facsimile No.: 204 942-5671

D4.2 Bids Submissions must be submitted to the address in B8.11.

D5. NOTICES

D5.1 Notwithstanding C21.3 all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

(a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;

(b) the Contract, all deliverables produced or developed; and

(c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage :

(a) Professional Liability (Errors and Omissions) insurance for an amount not less than \$250,000 per claim and \$500,000 aggregate. Professional liability insurance to remain in force for the duration of the work and for twelve (12) months after completion.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) calendar days written notice of the Contract Administrator.

D8.5 The City shall have the right to alter the limits and/or coverage as reasonably required from time to time during the continuance of this agreement.

D9. PERFORMANCE SECURITY

D9.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D9.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of and prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) the insurance specified in D8; and
 - (iv) the performance security specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- (c) provide proof satisfactory to the Contract Administrator the Security Clearances as identified in PART F - .

D11. DELIVERY

D11.1 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

D11.2 The Contractor shall off-load goods as directed at the delivery location.

MEASUREMENT AND PAYMENT

D12. INVOICES

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

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

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

D12.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 Bids Submissions must be submitted to the address in B8.11.

D13. PAYMENT

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

WARRANTY

D14. WARRANTY

D14.1 Warranty is as stated in C11.

FORM H1: PERFORMANCE BOND
(See D8)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 64-2014

Provision of Staff Scheduling System

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D89)

(Date)

The City of Winnipeg
Corporate Services Department
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 64-2014
Provision of Staff Scheduling System

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. BACKGROUND

E2.1 The City is comprised of multiple Departments/Special Operating Agencies with 5000 plus employees with the existence of multiple unions. Please outline how your solution would accommodate this environment and provide customer examples that would demonstrate the systems capabilities, availability and reliability.

E3. PEOPLESOFT INTERFACE

E3.1 The Staff Scheduling System should be able to have an interface with the City's PeopleSoft system in real time. This must be maintained for the current version and any future versions.

E3.2 The City utilizes the PeopleSoft HR modules for the storage and processing of employee records. It also utilizes an in house developed TimeKeeping System for the capturing and processing of time worked and exception records. The proposed solution should be able to have interface with the City's TimeKeeping System. See Appendix C.

E3.3 The proposed solution should utilize Web Services as the interface protocol. Please outline all interfacing capabilities for both E3.1 and E3.2.

E4. VACATIONS / FURLOUGHES / VACANCIES

Vacations / Furlough

E4.1 The Staff Scheduling System must:

- (a) allow employees to enter their vacation and other special time request(s);
- (b) allow supervisors to see all of the employee requests for their branch or section in one calendar.
- (c) allow system administrator to:
 - (i) set parameters in the system to support identification of potential conflicts (e.g. too many employees requesting the same day(s) off at the branch/section/classification levels, etc.);
 - (ii) apply an approval chain (e.g. Employee submits request > Branch head or supervisor reviews and accepts or rejects request > If rejected, employees can change the request. If accepted > request advances to the Coordinators for final approval and/or comment.);
- (d) send communication (phone, text, email. Identify which is possible.) to employee and Branch Head or Supervisor to confirm vacation and other special time request(s);
- (e) recognize both the calendar and vacation years. Vacations are May-April cycle, and special time is based on calendar year.

Vacancies

E4.2 The Staff Scheduling System must:

- (a) generate reports of position vacancies, by Branch, section and by classification;
- (b) record future vacancies. (e.g. Mat. Leave).

E5. SHORT NOTICE ABSENCES

High Level Requirement

- E5.1 The software must 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. Please outline the reporting options for staff reporting an absence, e.g. telephone, text, email, etc.

Specific Requirements

- E5.2 The Staff Scheduling System:
- (a) must 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.;
 - (b) must identify vacant shifts by branch, section and classification, and provide a list of available staff to fill the shift. See E8 for details. Data available in PeopleSoft to fill to identify vacancies for the Scheduling System.
 - (c) must allow supervisors the ability to manually fill the shifts with staff that are available to come in on short notice.

E6. CALL LIST

High Level Requirement

- E6.1 The Staff Scheduling System:
- (a) must offer shifts to staff in order of seniority (based from information pulled from PeopleSoft) and abide by collective agreements while also taking the employee's regular schedule into account;
 - (b) applies to filling shifts with branch staff outside the home branch location.

Specific Requirements

- E6.2 The Staff Scheduling System must allow requests to fill shifts to be offered in order of seniority (based on start date and classification, education and testing qualifications, employee preferences, language qualifications, contract limits and existing work schedule.).

E7. CREATING AND MAINTAINING SCHEDULES (SWITCHING SHIFTS)

- E7.1 The Staff Scheduling System:
- (a) must allow branch supervisors to display shifts that need to be filled. Describe the process for displaying shifts that require filling;
 - (b) must allow each branch to publish their updated weekly schedule. Identify publishing options;
 - (c) must allow supervisors to print a sign in sheet for staff to sign each day;
 - (d) shall have the ability for staff to access and email or print their schedule;
 - (e) must have the ability to override posted schedule (Branch closures, coverage, extra staff for projects, events). Please describe the process;
 - (f) must have the ability to move an employee from his/her scheduled position to a different position at the same scheduled time;
 - (g) must have the ability to alert when scheduling conflicts occur. Describe how the system alerts the supervisor when scheduling conflicts occur.
 - (h) must store completed schedules for a minimum of two (2) years, or within the required City of Winnipeg records management timelines;

- (i) must have the ability to provide total staff hours and salaries either daily, weekly, monthly and annually by branch or section;
- (j) must have the ability to schedule lunch and coffee breaks for staff by branch, section and desk;
- (k) must have the ability to create daily desk duty schedules based on staffing levels of branch and hours of opening, i.e. create a schedule for each public service desk based on required staffing levels and qualifications;
- (l) must maintain a minimum of at least 13 months advance schedules at all times. Provide details on reviewing and modifying past schedules including the length of time a supervisor can go back in time online;
- (m) must have the ability to schedule full time and part time day and weekend rotations, i.e. staff schedules should be able to include a variety of cycles such as Wed. every 3rd week, Sat. 1 in 6 weeks, etc.;
- (n) must be configurable to program minimum operating staffing requirements by branch / section/desk, i.e. branch cannot open unless 2 staff members are present, desk cannot open unless 1 adult and 1 children's staff member is present, etc.;
- (o) must have the ability to offer split shifts. Provide details on how this is done;
- (p) must accommodate statutory holidays. Ability to override statutory holidays must exist;
- (q) must have the ability to automatically update when new employees are hired or transferred to a new location.

E8. CALLING STAFF FOR FILLING SHIFTS

E8.1 The Staff Scheduling System:

- (a) must allow supervisors to generate electronic call lists by branch/section. Outline if this is also possible by service desk or position;
- (b) must allow notification to staff by phone, texting or email of a vacant shift that is available. Identify communication possibilities and costs;
- (c) must have the ability to assign a deadline for an employee to respond to a contact regarding an open shift. Please outline how this is accomplished;
- (d) shall compile and rank in seniority order the employees available for a specific shift on a specific day;
- (e) must allow supervisor to easily assign employees to available shifts based on acceptance and defined availability list rules. Please explain how this is accomplished.
- (f) must notify relevant supervisor(s) and employee of accepted shift. Please outline the options available for staff to communicate their acceptance of an available shift.

E9. STAFF / POSITION QUALIFICATIONS

High Level Requirement

- E9.1 The Staff Scheduling System must consider staff qualifications and position qualifications before offering shifts.

Specific Requirements

- E9.2 The Staff Scheduling System must ensure that the employee has the required qualifications for each shift offered before the shift is offered to them. See sample qualification below:
- (a) Grade 12 completed (required to work in circulation);
 - (b) Completed one (1) day Horizon training;
 - (c) Passed adult reference test;
 - (d) Passed children's reference test;

- (e) Has attained a B+ on French language test;
- (f) Has completed eight (8) university courses plus a basic reference or children's course;
- (g) Has obtained a university degree.

E10. STAFF PREFERENCES FOR CALL INS

High Level Requirement:

- E10.1 The Staff Scheduling System must be able to consider a variety of staff preferences when offering staff extra shifts, see Appendix B for example.
- E10.2 The Staff Scheduling System must consider Union agreement parameters for some limitations on employees, e.g. maximum 35 hours per week, minimum 3 hours shift, etc.

Specific Requirements:

- E10.3 The Staff Scheduling System:
 - (a) must allow staff to record their contact preference (email or phone). If phone, they could prefer home, cell, or work to be the primary number.
 - (b) must allow staff ability to record staff preferences for place of work, days of week or shifts (morning, afternoon, evening, and no maximum number of preferences).
 - (c) must allow staff ability to edit their own preferences provided it can be tracked and recorded that they did it.
- E10.4 Employees must be available for their home branch, i.e. cannot be excluded in their preferences as a work location. Please provide details on how this component is maintained.

E11. REPORTING

High Level Requirements

- E11.1 The Staff Scheduling System:
 - (a) must be able to print all reports;
 - (b) must be able to schedule recurring reports as required (weekly, monthly, etc.). Please outline if this is possible and how it is done.
 - (c) should have the capability for creating custom/adhoc reports versus canned reports. Please provide a list of canned reports and some samples of the more popular reports used by your clients.
 - (d) must provide exporting ability to MS Excel and PDF;
 - (e) must provide "total hours used" reports by staff member, classification, location and section for specified time periods and cumulative;
 - (f) must provide "projected total hours" reports by staff member, classification, and location for specified time periods and cumulative;
 - (g) must provide "staffing expenditure" reports by staff member, classification, and location for specified time periods and based on the rate of pay in employee records;
 - (h) must provide "projected staffing expenditure" budget reports by staff member, classification, location and section;
 - (i) must produce vacant shifts reports by classification, location and section for prolonged illness, vacation, and other leaves;
 - (j) should provide holiday pay reports based on parameters that WPL sets up.

E12. SECURITY

High Level Requirement

- E12.1 The Staff Scheduling System must have the ability to assign access rights to staff, supervisors and branch heads by function and location / section.

Specific Requirements

- E12.2 The Staff Scheduling System must be capable of all user activities to be logged;
- E12.2.1 Please describe the process for supervisor delegation of rights, i.e. supervisor takes holidays and wishes to delegate the functions to a subordinate.
- E12.3 The Staff Scheduling System must control who can change a posted schedule. Please describe the security structure and security management.

E13. SOFTWARE TESTING, UPGRADING AND SUPPORTING

Testing

- E13.1 The City must be provided with fifteen (15) test accounts, at no charge to the City, to be used for System testing.
- E13.1.1 Please provide details on the process of setting up and maintaining a test environment. What effect on costing would having a test environment pose?

Support

- E13.2 The Staff Scheduling System must provide on-line Help for all aspects of the system, including context sensitive help.
- E13.3 The Contractor must provide a toll free phone number for users to obtain help and system use instructions on a 24x7 basis. Outline other sources of assistance available to the client.
- E13.4 The Contractor must provide support for the System and a single point of contact for reporting system problems. Outline the System support services provided and include costing options.
- E13.4.1 Please outline any remote system access required by the Bidder's support team.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate 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.
- F1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.
http://winnipeg.ca/police/pr/info_request.stm#crim_record_search
- F1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below
http://winnipeg.ca/police/pr/info_request.stm#crim_record_search.
- (ii) 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 Criminal Record Search Certificate (Form P-253) 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 Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- F1.4 Prior to the commencement of any Work, 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 Criminal Record Search Certificate 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 Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate 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 Criminal Record Search Certificate 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 criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.