



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 262-2022**

**CLOUD HOSTED WORKFORCE MANAGEMENT SOLUTION**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

#### **B1.1 CLOUD HOSTED WORKFORCE MANAGEMENT SOLUTION**

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 05, 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 April 12, 2022 at 10am CST

B3.2 Attendance is optional but is recommended

B3.3 Proponents must register for the Proponents Conference by providing a valid email address to [JamesUlrich@Winnipeg.ca](mailto:JamesUlrich@Winnipeg.ca) to obtain the Zoom meeting invitation not later than 9:00 A.M. on Monday, April 11, 2022

B3.4 Proponents' questions can be submitted in writing to [JamesUlrich@Winnipeg.ca](mailto:JamesUlrich@Winnipeg.ca), not later than 9:00 A.M. Monday, April 11, 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 D4.1.

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](http://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 D4.

## **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 B26.
- 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; and
  - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
  - (c) Project Understanding and Methodology (Section E) in accordance with B13; and
  - (d) Project Schedule (Section F) in accordance with B14.
  - (e) Business Requirements (Section G) in accordance with B15;
  - (f) Technical Requirements (Section H) in accordance with B16;
  - (g) Training and Support (Section I) in accordance with B17.
- 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](http://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 B26.1(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 D15. Any such costs shall be determined in accordance with D15.
- 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. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in provisioning software solutions, management of the project and contract administration services on up to three projects of similar complexity, scope and value.
- B11.2 For each project listed in B11.1(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 email address per project).
  - (f) Legacy systems replaced, current systems integrated to, business objective and lessons learned
- B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B11.3 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. Please include how many law enforcement customers in Canada are live on the software.

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

- B12.1 Describe your approach to overall team formation and coordination of team members.
- B12.1.1 Include an organizational chart for the Project. Please include the expected structure, governance and capabilities of the client (WPS) team, and what responsibilities lie with which party.



- B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.
- B12.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
  - (b) Role of the person;
  - (c) Project Owner;
  - (d) Reference information (one current name with telephone number and email addresses per project).

**B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B13.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. Please also include change management, training and data conversion methodologies.
- B13.2 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.
- B13.3 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the proposed Project budget;
  - (c) any other issue that conveys your team's understanding of the Project requirements.
- B13.4 For each person identified in B12.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

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

- B14.1 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.
- B14.2 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.

**B15. BUSINESS REQUIREMENTS (SECTION G)**

- B15.1 The Proponent should submit Form N: Non-Mandatory Requirements. The Proponent should provide responses to each requirement listed on Form N: Non-Mandatory Requirements.

**Instructions-**

- (a) The Proponent should provide their Proposal responses according to the following rules:
  - (i) The RFP response should be prepared in a clear and concise manner, using the table format where provided.

- (ii) Indicate which Solution alternative you are responding to, as per the instructions in Form N: Non-Mandatory Requirements.
  - (iii) Do not refer in the answer to another question and do not refer to other documents.
  - (iv) 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.
- (b) Proponents are expected to examine the entire RFP including all specifications, standard provisions, and instructions.
  - (c) The Proponent must 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.

## **B16. TECHNICAL REQUIREMENTS (SECTION H)**

### **B16.1 Technical Architecture**

**B16.1.1** 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 Winnipeg Police Service (WPS) Application per section D2.
- (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 WPS 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 WPS 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.

### **B16.2 System Management**

**B16.2.1** 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

### B16.3 Performance

B16.3.1 Describe 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).

### B16.4 Support and Warranty

- B16.4.1 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 WPS will be responsible vs. those that your support services will provide. Include any additional information regarding support that may be of interest to the WPS.
  - (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 WPS will be responsible vs. those that your warranty services will provide. Include any additional information regarding support that may be of interest to the WPS. Please include Solution roadmap and what documentation is released alongside updates

## B16.5 Transition

- B16.5.1 The Proponent should describe the data migration approach. All data from the existing WPS 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
- B16.5.2 Describe the data formats that are acceptable for your data migration approach.
- B16.5.3 Describe if there is any limit to the volume of data that can be migrated into your Solution.
- B16.5.4 Describe any fees associated with migrating data into your Solution.
- B16.5.5 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.
- B16.5.6 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.

## B16.6 Usability

- B16.6.1 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. Self-explanatory messages that clearly indicate resolutions are present where appropriate. The ability to undo actions is provided where appropriate.
- (d) **Attractiveness:** The Solution should demonstrate the following characteristics: Screen layouts are aesthetically pleasing. Styles, colors and fonts are used consistency throughout the application. The application has a modern look and feel when using Solution functions.

## B16.7 Scalability

B16.7.1 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?

## B16.8 Security

B16.8.1 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

## B17. TRAINING AND SUPPORT

B17.1 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.

B17.2 Describe the mode of support and response time to User inquiries/concerns and support for critical issues related to application performance.

B17.3 Describe online training portals, user groups, online user communities and user generated content

## **B18. DISCLOSURE**

B18.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B18.2 The Persons are:

- (a) Infor (Provided initial product demo and supporting documentation)
- (b) InTime (Provided initial product demo and supporting documentation)
- (c) MNP (Professional Consulting Services)
- (d) Orion Communications, Inc. (Provided initial product demo and supporting documentation)
- (e) OSL Solutions (Provided initial product demo and supporting documentation)
- (f) TriCarm Software Inc. (Provided initial product demo and supporting documentation)
- (g) Ultimate Kronos Group (Provided initial product demo and supporting documentation)

## **B19. CONFLICT OF INTEREST AND GOOD FAITH**

B19.1 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.

B19.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) 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.

B19.3 In connection with its Proposal, each entity identified in B19.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the 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.

B19.4 Without limiting B19.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B19.5 Without limiting B19.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B19.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B19.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B20. QUALIFICATION**

B20.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B20.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B20.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F -

B20.4 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.

## **B21. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B21.1 Proposals will not be opened publicly.

B21.2 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](http://www.merx.com).

B21.3 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).

B21.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B21.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## **B22. IRREVOCABLE OFFER**

B22.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B22.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

## **B23. WITHDRAWAL OF OFFERS**

B23.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

## **B24. INTERVIEWS/DEMONSTRATION**

B24.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B24.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios. Scenarios could include any of the Work outlined in B15. The City expects that the Proponent would be demonstrating a functional version of their proposed Solution.

B24.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews or demonstrations.



## **B25. NEGOTIATIONS**

- B25.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B25.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B25.3 If, in the course of negotiations pursuant to B25.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B26. EVALUATION OF PROPOSALS**

- B26.1 Award of the Contract shall be based on the following evaluation criteria:
- |  |             |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B20:                                 | (pass/fail) |
| (c) Total Bid Price;   | 10%         |
| (d) Experience of Proponent and Subcontractor; (Section C)   | 5%          |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)   | 5%          |
| (f) Project Understanding and Methodology (Section E)  | 5%          |
| (g) Project Schedule. (Section F)  | 5%          |
| (h) Business Requirements; (Section G)   | 40%         |
| (i) Technical Requirements; (Section H)  | 25%         |
| (j) Training and Support (Section I)   | 5%          |
- B26.2 Further to B26.1(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.
- B26.3 Further to B26.1(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.
- B26.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B26.1(a) and B26.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B26.5 Further to B26.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.2.
- B26.6 Further to B26.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B26.6.1 Further to B26.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

- B26.7 Further to B26.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B26.8 Further to B26.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.
- B26.9 Further to B26.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B26.10 Further to B26.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B26.11 Further to B25.1(h), Business Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B26.12 Further to B25.1(i), Technical Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16.
- B26.13 Further to B25.1(j), Training and Support will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B17.
- B26.14 Notwithstanding B26.1(d) to B26.1(j), where Proponents fail to provide a response to B8.2(a) to B8.2(g), the score of zero may be assigned to the incomplete part of the response.
- B26.15 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B24.
- B26.16 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B26.17 This Contract will be awarded as a whole.

## **B27. AWARD OF CONTRACT**

- B27.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B27.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B27.2.1 Without limiting the generality of B27.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B27.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

- B27.4 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
- B27.4.1 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.
- B27.5 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 D15 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B27.6 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.
- B27.7 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](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. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist of:

- (a) Providing the following “**Professional Services**”:
  - (i) acquiring, configuring, testing, transitioning operations, and providing support for a WPS Workforce Management Solution (Solution) hosted on a cloud-based platform; and
  - (b) providing an annual subscription to host and support the WPS Workforce Management Solution (Solution) in the cloud (the “**Hosting Services**”). The support will run for the period of one year from the date of “Go Live”, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

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

D2.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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

- (a) Professional services
- (b) Software Subscription, Hosting and support

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2022.

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

D2.2 The funds available for this Contract are \$500,000. The stated funds available under this Contract include the cost of all items required for the complete functioning of the Solution, Professional Services, Hosting Services during development, and a one (1) year term of Hosting Services from date of launch, including but not limited to the cost of all applications, software, add-on's, patches, peripherals/ accessories, Maintenance, Installation, initial annual subscription, hosting, server, licensing cost, professional support, and training.

#### D3. DEFINITIONS

D3.1 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) **“ETL”** means Extract, Transform and Load
- (c) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (d) **“Usability”** means the capability of the software to be understood, learned, used, and be attractive to the user

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Gerri Forscutt

Telephone No. 204-986-6240

Email Address.: gforscutt@winnipeg.ca

D4.2 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.

#### **D5. NOTICES**

D5.1 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.

D5.2 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.

D5.3 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

#### **SUBMISSIONS**

#### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 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.

## **D7. INSURANCE**

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) Professional Liability insurance in the amount of at least \$1,000,000 to remain in force for the duration of the contract and for 12 (twelve) months following Total Performance.
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 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.
- D7.4 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.
- D7.5 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.

## **SCHEDULE OF WORK**

### **D8. COMMENCEMENT**

- D8.1 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.
- D8.2 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 D6;
    - (ii) evidence of the insurance specified in D7;
    - (iii) the direct deposit application form specified in D11.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting

### **D9. COVID-19 SCHEDULE DELAYS**

- D9.1 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.
- D9.2 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.
- D9.3 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.
- D9.4 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 D11.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D9.5 The Work schedule, including the durations identified in D3, where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D9.6 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.

## MEASUREMENT AND PAYMENT

### D10. INVOICES

- D10.1 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](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)
- D10.2 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.
- D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D11. PAYMENT

- D11.1 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](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

### D12. PAYMENT SCHEDULE

- D12.1 Payment Schedule (Progress Payments)
- 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.

## WARRANTY

### D13. WARRANTY

- D13.1 Warranty is as stated in C13.



## DISPUTE RESOLUTION

### D14. Dispute Resolution

D14.1 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D14.2 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.

D14.3 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.

D14.3.1 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.

D14.3.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D14.3.3 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.

D14.3.1 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 D14.3.3, 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

### D15. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D15.1 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.

- D15.2 Further to D15.1, in the event that the obligations in D15 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.
- D15.3 For the purposes of D15:
- (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.
- D15.4 Modified Insurance Requirements
- D15.4.1 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.
- D15.4.2 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.
- D15.4.3 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.
- D15.4.4 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.
- D15.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D15.5 Indemnification By Contractor
- D15.5.1 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 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.
- D15.5.2 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.

#### D15.6 Records Retention and Audits

D15.6.1 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.

D15.6.2 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 D15.6.1 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.

#### D15.7 Other Obligations

D15.7.1 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.

D15.7.2 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.

D15.7.3 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.

D15.7.4 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.

D15.7.5 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.

The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

## **PART E - SPECIFICATIONS**

### **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. FUNCTIONAL SPECIFICATIONS**

- E2.1 The Contractor shall provide a policing workforce management Solution to manage 2000 WPS employees. The following are high level business requirements of the WPS workforce management Solution:
- (a) Organizational and Employee Records
    - (i) The Solution shall maintain a secure repository of accurate organizational and employee data, which can be utilized by the workforce manage Solution and various systems throughout the organization.
  - (b) Scheduling, Rostering, and Forecasting
    - (i) The Solution shall create, maintain, and deliver schedules to employees. The WPS schedules are based off complex union agreement rules and regulations, service levels, and positions.
  - (c) Leave and Availability Management
    - (i) The Solution shall automate the leave request approval/rejection processes. Resulting in providing organization wide visibility into the span of leaves across platoons, units, divisions, or the organization.
  - (d) Pay and Earnings
    - (i) The Solution shall calculate member's pay for overtime, acting, shift premiums, and plainclothes allowance based a complex set of union agreement rules.
  - (e) Reporting and Analytics
    - (i) The Solution shall provide access to the organizational, employee, scheduling, and attendance data to develop a variety of reports to make decisions at the member, unit, divisional, and organizational levels.
  - (f) System Integration
    - (i) The Solution shall be able to integrate with all necessary WPS systems, which include: PeopleSoft, Niche, CAD and numerous custom-built applications.

### **E3. SERVICES**

- E3.1 The Contractor shall provide the following in accordance with the requirements hereinafter specified.
- E3.2 All items and Work (including Professional Services and Hosting Services) required for the complete functioning of the Solution for the development period, and the subsequent year following launch of the Solution, including but not limited to the cost of all applications, software, add-on's, patches, Maintenance/Support – annual per- user, support, Installation, initial annual subscription, hosting, server, licensing cost, professional support and training.

#### E4. TECHNICAL SPECIFICATIONS

No.	Requirement Description	Requirement Category
1	The Solution shall support industry standard cryptographic mechanisms (e.g. TLS, IPSEC, etc.) to prevent unauthorized access and ensure the integrity and confidentiality of information passed between application components and external systems.	Information Security
2	For any non-dedicated workstations or devices, the Solution shall not store any sensitive data locally unless protected by City of Winnipeg-approved encryption mechanisms	Information Security
3	The Solution shall enforce City of Winnipeg-approved encryption mechanisms to store and transmit credentials.	Information Security
4	The Contractor shall minimally have a quarterly cycle for the Solution software to address known and critical security vulnerabilities	Information Security
5	The Solution shall have customizable role-based access control (RBAC) where users are assigned one or more roles and the Solution manages access to functions and information based on those roles.	Information Security
6	For externally hosted services, information security controls leveraged by the Solution shall be certified through a SSAE16 / SOC2 audit or similar methodology	Information Security
7	For externally hosted services, the Contractor shall ensure clear and timely communication around security incident management, risk management, vulnerability management and incident management.	Information Security
8	For externally hosted services, the City of Winnipeg shall maintain ownership of its data	Technology
9	For externally hosted services, the Solution shall be capable of returning all data to the City of Winnipeg in a complete and usable form	Technology
10	For externally hosted services, the Solution shall be located at a secure and geographically / politically stable location	Technology
11	For externally hosted services, the Contractor shall define all parties, including subcontractors, subsidiaries, service providers, agents and employees or any third parties involved in delivering the Solution or any component or services related to such Solution	Technology
12	The Contractor shall provide detailed documentation that describes: -Deployment patterns -Installation instructions -Specific configurations required to support the Solution -Support processes necessary to support the Solution	Technology
13	The Solution shall support the creation of a record to document the completion of an official business transaction. Where a record in the Solution is made up of more than one component, the Solution shall be able to maintain relationships between all components	Records Management
14	The Solution shall support either the integrated management of records within the Solution or the export of records for management within an external system;	Records Management
15	The Solution shall support the search of all records.	Records Management
16	The Solution shall create secure and tamper proof audit logs that record all user activity within the Solution, including that of administrators.  At minimum audit logs shall include:	Privacy

	<ul style="list-style-type: none"> <li>- the ID, role, and organization of the accessing user;</li> <li>- the function performed by the accessing user (i.e., record is created, read/accessed, updated/changed, or deleted);</li> <li>- details of updates/changes to or deletions of a record's metadata in performance of a system administrator task;</li> <li>- the date/time stamp of the action.</li> </ul>	
17	<p>The Contractor shall agree to City's Information Manager Agreement terms or their terms of service satisfy FIPPA/PHIA's Information Manager Agreement provisions.</p> <p><a href="http://citynet/clerks/privacy/pdfs/1.4-APO-Guidance-on-Information-Manager-Agreement.pdf">http://citynet/clerks/privacy/pdfs/1.4-APO-Guidance-on-Information-Manager-Agreement.pdf</a></p>	Privacy
18	<p>The Contractor shall have technical and administrative safeguards in place to prevent unauthorized access, use or alteration of City of Winnipeg data by the Proponent, its subcontractors, subsidiaries, service providers, agents and employees or any third party.</p>	Privacy
19	<p>The Solution or Contractor shall send prompt notification (within 24 hours of discovery) to the City of Winnipeg in the event of any unauthorized access to the Solution or any breach of City of Winnipeg data.</p>	Privacy
20	<p>The Solution or Contractor shall not use City of Winnipeg data, including personal/personal health information, for any purpose other than that which it was contracted to perform.</p>	Privacy
21	<p>The host infrastructure, Solution components, and Solution data must reside entirely within Canada.</p>	Privacy
22	<p>Solution supports native smartphone iPhone app available from the Apple App Store.</p>	App

**E5. PROFESSIONAL SERVICES**

- (a) Design & specification/requirements gathering and documentation
- (b) Configuration
- (c) Installation of hardware (if applicable)
- (d) Testing and Go-Live
- (e) Project Management
- (f) Training for approximately ten (10) back-office users (configuration & administration) and online end user training.

**E6. SOFTWARE SUBSCRIPTION, HOSTING AND SUPPORT**

- (a) Licensing (including any third-party software licenses)
- (b) Hosting

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 The City will conduct a Level Two Security Clearance Check for:
- (a) owner(s), members of the Board of Directors and persons with controlling interest in the company; and
  - (b) any individual proposed to perform Work under the Contract for the Winnipeg Police Service.
- F1.2 The Contractor shall provide the Contract Administrator with:
- (a) a list of individuals identified in F1.1:
    - (i) within five (5) Business Days of the Award of Contract; or
    - (ii) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
  - (b) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck> . Form P-608 must be signed and dated.
    - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Bid/Proposal.
- F1.3 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
- F1.4 Any company for whom a satisfactory Level Two Security Clearance is not obtained for all owner(s), member(s) of the Board of Directors; and persons with controlling interests in the company will not be qualified for award of Contract.
- F1.5 Any individual proposed to do the Work for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work for Winnipeg Police Service.
- F1.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- 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 a further Security Clearance Check.
- F1.7.1 The Contract will be terminated with any Contractor should any owner(s), member(s) of the Board of Directors; or persons with controlling interest in the company fail to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check.
- F1.7.2 Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract for the Winnipeg Police Service.
- F1.8 If a person fails a Winnipeg Police Service security clearance check at any level, they will not be able to apply for another clearance for 2 years.