



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 516-2022

**MOODLE WORKPLACE BASED CLOUD-HOSTED LEARNING MANAGEMENT
SYSTEM**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 MOODLE WORKPLACE BASED CLOUD-HOSTED LEARNING MANAGEMENT SYSTEM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 14, 2023.

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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 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.

B3.6 The Proponent 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.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 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.

B4.2 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.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that they have 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.1.1 Without limiting the generality of the foregoing, the City would prefer Proponents to provide a Moodle Workplace-based Solution. However, the City will consider free, open-source Solutions that demonstrably fulfil the requirements of the procurement as outlined in the below B6.1.2 (a "**Moodle Workplace equivalent**").
- B6.1.2 Substitutes for Moodle Workplace -based Solution must:
- (a) Have the following functionality available through the administration user interface:
 - (i) Competency-based learning to allow LMS administrators to define and track the skills and knowledge required for each job role.
 - (ii) Compliance tracking to monitor training completion, expirations, and recertification dates.
 - (iii) Support an open-source type platform to allow users to access the source code, make changes and distribute it as they see fit.
 - (iv) The ability to create overarching learning programs that allows administrators to create collections of courses, activities, and assessments, enabling structured learning paths that guide learners through a sequence of content and activities.
 - (v) Customizable workflows and approvals that reflect the City's organizational structure and hierarchy, to enable required approvals and features are based on the user's position within the organization.
 - (vi) Granular user access, user roles, and access control lists so roles and permissions based on the user's position within the organization.
 - (vii) Creation and management of certifications based on defined criteria to validate the skills and knowledge of learners.
 - (viii) User management, including the ability to create groups, enroll learners in courses, and track their progress.
 - (ix) Multitenancy support to enable the creation of separate LMS instances for different departments or groups within an organization, to allow administrators to customize the LMS for each group's specific needs while maintaining centralized management.

- (x) Custom course content workflows, including the ability to set different course content creation states (i.e. draft, publish), having transitions between states allowed per user role;
 - (xi) Customized analytics and reports to help track and analyze the performance of courses and learners.
 - (xii) Customizable user interface to match the City of Winnipeg branding standards.
 - (xiii) The ability to migrate existing training courses, records and certifications from existing City of Winnipeg LMS systems like PeopleSoft, Moodle, SmarterU, etc.
- (b) Have the following functionality available through the learner user interface;
- (i) The ability for learners to browse available courses and self-enroll, or they can be enrolled by administrators or instructors.
 - (ii) The ability for learners to be automatically enrolled in a course e based on user profiles or customized based on specific learning needs
 - (iii) The ability for learners to follow personalized learning paths based on set team goals, individual learning goals and job advancement preferences
 - (iv) Access to a variety of course content formats, including text, audio, video, and interactive activities. As well as a range of activity modules and tools, such as quizzes, badges, assignments, video conferencing and discussion forums that allow users to interact with the content, the instructors and each other.
 - (v) The ability for learners to monitor individual own progress through a range of reports and analytics, including completion status, quiz scores, and other metrics.
 - (vi) The ability for learners to access the LMS from any device, including smartphones and tablets.
 - (vii) The ability for learners to access personalized feedback on their progress, assignments, and assessments
- (c) Be able to integrate with external City of Winnipeg applications included but not limited to PeopleSoft, SharePoint, Records Management Systems, etc.
- (d) Be able to accommodate a minimum of 55 training administrator users who will have the ability to update course, create course sessions, facilitate enrollment, and maintain training summary pages.
- (e) Be able to manage a high usage volume (greater than 10,000 user accounts with access to learning modules and courses) of learners;
- B6.1.3 Whenever the term “Moodle Workplace” is used herein, it is understood that the term “Moodle Workplace” may be substituted.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 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 they wish to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base their 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 B27.
- B6.9 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.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices; and
 - (c) Form N - Requirements.
- B7.2 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 Implementation Plan (Section E), in accordance with B13;
 - (d) Project Schedule (Section F) in accordance with B14;
 - (e) Business requirements (Section G) in accordance with B15;
 - (f) Technical Requirements and Professional Services (Section H) in accordance with B16;
 - (g) Support Services Offered for Cloud Hosted Service (Section I) in accordance with B17; and
 - (h) Value Added Services (Section J) in accordance with B18.
- B7.3 Further to B7.1 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.

- B7.4 Further to B7.2, 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.
- B7.5 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
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B27.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 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 their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 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 their 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 their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 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.

B9. PRICES

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 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.
- B9.1.2 Prices stated in response to B9.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D19. Any such costs shall be determined in accordance with D19.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. FORM N: REQUIREMENTS

- B10.1 Proponent shall complete Form N: Requirements, making all required entries.

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 providing programming; design, management of a Moodle Workplace migration and configuration project and contract administration services on three projects of similar complexity, scope and value, preferably from the municipal or public sector in previous 5 years.
- 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) project owner; and
 - (d) reference information (one current name with telephone number and email per project).
- 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.

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.
- 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; and
 - (d) Reference information (one current name with telephone number and email per project).

B13. PROJECT IMPLEMENTATION PLAN (SECTION E)

- B13.1 Describe your firm's project management approach, proposed implementation plan 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.
- B13.2 Implementation plan 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 Describe in detail the implementation plan, relevant to business process, operating conditions, and the compliance requirements of learning management systems in a municipal government.
- B13.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements; and
 - (b) the Proponent's (and Services Provider's, if applicable) expectations of the City (including amount of work required by City) in order to successfully undertake the Work.
- B13.5 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 D3.

B14. PROJECT SCHEDULE (SECTION F)

- B14.1 Proponents should provide a detailed implementation plan including, installation, data migration, training, go-live plan, issue management, and post go-live support and service.
- B14.2 Proponents should present a carefully considered schedule, 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.
- B14.3 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.
- B14.4 The Proponent's schedule should include resourcing requirements from the City in their implementation plan.

B15. BUSINESS REQUIREMENTS (SECTION G)

- B15.1 The Proponent should describe how the proposed Solution addresses the following specifications:
- (a) User management - Ability to create, manage and authenticate users, create groups, assign roles and permissions.

- (b) Course management - Ability to create, manage and organize programs, courses, modules, and activities.
- (c) Content creation - Support for multimedia content, including text, images, videos, SCORM files and audio.
- (d) Assessment and grading - Ability to create and manage assessments, quizzes, and grading criteria.
- (e) Collaboration tools - Ability to offer tools for discussion, feedback, and collaboration among students and instructors.
- (f) Reporting and analytics - Ability to generate reports and track student progress, activity, and engagement.
- (g) Scalability and performance - Ability to handle a large number of users and courses while maintaining fast performance.
- (h) Integration with third-party tools - Support for integration with other systems, such as HRIS systems, Records Management systems and other LMS systems.
- (i) Plug-ins and Customization - Ability to customize the look and feel of the platform, as well as adding custom features and functionalities.
- (j) Mobile compatibility – Ability to ensure that the Solution can run on a variety of mobile platforms, including smartphones, tablets, and other mobile devices, and provide a seamless user experience.

B16. TECHNICAL REQUIREMENTS AND PROFESSIONAL SERVICES (SECTION H)

B16.1 The Proponent should describe how the proposed Solution addresses the following specifications:

- (a) DDOS (Distributed Denial of Service) protection
- (b) Scalable Architecture that can scale up to meet increased workloads.
- (c) Scalability Pricing Model - The Proponent should describe the pricing model, if the user traffic increases more than as indicated on Form B - Prices.
- (d) High Availability Database Transactional database replication with a live copy of your data on a secondary server. Solution must have Primary and Secondary Database
- (e) End of Contract Transition Plan

B16.2 The Proponent should describe how the proposed Solution addresses the following specifications as detailed in PART E.

- (a) Moodle Workplace Cloud Hosted Infrastructure Planning and Development
- (b) Moodle Workplace Site Architecture Planning and Development
- (c) Moodle Workplace Workflow Planning and Development
- (d) Quality Assurance and Validation
- (e) Data migration Approach
- (f) High-level training plan for City of Winnipeg system administrator users

B17. SUPPORT SERVICES OFFERED FOR CLOUD HOSTED SERVICE (SECTION I)

B17.1 Describe your approach to supporting your clients on your cloud platform

- (a) Include diagrams such as workflows to illustrate your support model including escalations and quality assurance.
- (b) Include an organizational chart and/or RACI matrix that clearly identifies the roles and responsibilities of each person involved in the support model.
- (c) Identify key points of contacts assigned to provide support to the City of Winnipeg.

B17.2 Identify all support services that are included as part of the Hosting Services.

B17.3 The Proponent should provide detail on direct cloud platform support.

B18. VALUE ADDED SERVICES (SECTION J)

B18.1 The Proponent should specify whether any additional or alternative value-added services or features are available with their Proposal above and beyond what has been specified in PART E.

B18.2 The Proponent should specify if there are any costs, limits, or conditions for their availability.

B19. DISCLOSURE

B19.1 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.

B19.2 The Persons are:

- (a) Edunao Canada (provided information on their services)
- (b) Lingel Learning (provided a budget estimate)

B20. CONFLICT OF INTEREST AND GOOD FAITH

B20.1 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.

B20.2 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.

B20.3 In connection with its Proposal, each entity identified in B20.2 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.
- B20.4 Without limiting B20.3, 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.
- B20.5 Without limiting B20.3, 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 B20.4 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.
- B20.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B21. QUALIFICATION

- B21.1 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.
- B21.2 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>
- B21.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and

B21.4 Further to (c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:

B21.4.1 That all information and materials either (a) acquired by the Proponent; or (b) to which the Proponent and/or Solution may be given access shall be treated in accordance with D6 (if the Proponent is awarded the Contract under this Request for Proposal), by providing:

- (a) collection, use, disclosure, retention, and destruction practices for personal (and personal health) information (applicable to the Proponent and Solution);
 - (i) confirmation that Confidential Information shall be maintained for the full term of the Contract at minimum, unless otherwise directed by the City in writing (applicable to the Proponent);
- (b) a description of how the Proponent and proposed Solution meets the requirements in D6, including:
 - (i) the requirements for rapid repatriation of Confidential Information;
 - (ii) the data format of the Confidential Information once extracted from the proposed Solution;
 - (iii) the Proponent and/or proposed Solution's ability to purge Confidential Information based on City approved records retention and disposition schedules; and
- (c) how the Proponent would address official, time sensitive access to information requests, such as data retrieval for City FIPPA, PHIA, or eDiscovery requests (i.e., tools used, expected timeframe for response, and capability for retrieval).

B21.4.2 That the Confidential Information shall be stored, transported, and transmitted ("**Sited**") in a secure jurisdiction by providing:

- (a) written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or
- (b) written confirmation that the Confidential Information shall be Sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:
 - (i) what Confidential Information will not be Sited in Canada;
 - (ii) under what circumstances the above Confidential Information will not be Sited in Canada; and
 - (iii) where the above Confidential Information will be Sited.
- (c) The City reserves the right to assess proposed alternative jurisdictions, and may in its sole discretion determine whether such proposed alternative jurisdictions provide equivalent or greater protections to the Confidential Information than Canada.

B21.4.3 That the Proponent, and any technology leveraged by the Proponent, can meet the records management requirements outlined in E4 by providing:

- (a) a description of how the Proponent's proposed technology meets the requirements in E4 including:
 - (i) how extracts of the City's records, including documents, data, backups, and encryptions keys, and associated metadata ("**Records**") can be provided to the City on a periodic basis;
 - (ii) what options are available for customers to extract their records and in what format,
 - (iii) if customers can access their backups or request a restore from backup, and any costs associated with the request;
 - (iv) how the Proponent performs backups, including frequency, and how and when backups are destroyed or overwritten;

- (v) how the Proponent will assist the City to perform user acceptance tests on the Records extracted from the Solution to ensure that the City can reuse the Records; and
- (vi) what happens to the City's Records in the following events: termination, expiration, dispute, bankruptcy, acquisition by another service provider or merger;

B21.5 The Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide copies of any additional agreements or documents that the Proponent will request the City to sign or agree to (for example, End User Licensing Agreements (EULAs) for the Solution, Terms of Service, etc.) pursuant to E1.3.

B22. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B22.1 Proposals will not be opened publicly.

B22.2 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.

B22.3 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).

B22.3.1 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.

B22.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B23. IRREVOCABLE OFFER

B23.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B23.2 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.

B24. WITHDRAWAL OF OFFERS

B24.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B25. INTERVIEWS/DEMONSTRATION

B25.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B25.2 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 D2 and any of the requirements outlined in Form N - Requirements. The City expects that the Proponent would be demonstrating a functional version of their proposed Solution.

B25.3 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 product demonstrations.

B26. NEGOTIATIONS

- B26.1 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.
- B26.2 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.
- B26.3 If, in the course of negotiations pursuant to B26.2, 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.

B27. EVALUATION OF PROPOSALS

- B27.1 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, pursuant to B21: | (pass/fail) |
| (c) Form N - Requirements: Requirements listed as mandatory | (pass/fail) |
| (d) Total Bid Price; | 10% |
| (e) Form N – Requirements not listed as mandatory | 5% |
| (f) Experience of Proponent and Subcontractors (Section C) | 10% |
| (g) Experience of Key Personnel Assigned to the Project (Section D) | 10% |
| (h) Project Implementation Plan (Section E) | 5% |
| (i) Project Schedule (Section F) | 5% |
| (j) Business Requirements (Section G) | 15% |
| (k) Technical Requirements and Professional Services (Section H) | 20% |
| (l) Support Services Offered for Cloud Hosted Service (Section I) | 15% |
| (m) Value Added Services (Section J) | 5% |
- B27.2 Further to B27.1(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.
- B27.3 Further to B27.1(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.
- B27.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B27.1(a), B27.1(b) and B27.1(c), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B27.5 Further to B27.1(d), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.3.1.
- B27.6 Further to B27.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

- B27.6.1 Further to B27.1(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.
- B27.7 Further to B27.1(c) and B27.1(e), requirements in Form N - Requirements will be evaluated considering the information requested and submitted in accordance with B10.
- (a) Further to B27.1(c), requirements listed as mandatory are scored on a pass/fail basis. Proponent submission shall meet these mandatory requirements in order to be deemed in compliance. If the explanation in the Comments column indicates the proposed Solution meets the requirements in some way other than as stated, the City of Winnipeg, at its sole discretion, will deem if the deviation is acceptable.
 - (b) Further to B27.1(e), requirements not listed as mandatory will be scored in accordance with the response provided by the Proponent.
- B27.8 Further to B27.1(f), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B27.9 Further to B27.1(g), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.
- B27.10 Further to B27.1(h), Project Implementation Plan will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B27.11 Further to B27.1(i), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B27.12 Further to B27.1(j), Business Requirements will be evaluated considering the Services Provider's ability to comply with the requirements of the features of the system, in accordance with B15.
- B27.13 Further to B27.1(k), Technical Requirements and Professional Services will be evaluated considering the Services Provider's ability to comply with the requirements of the Work, in accordance with B16.
- B27.14 Further to B27.1(l), Support Services Offered for Cloud Hosted Service will be evaluated considering the Proponent's ability to comply with the requirements of the Work, in accordance with B17.
- B27.15 Further to B27.1(m), Value Added Services will be evaluated considering the Proponent's ability to comply with the requirements of the Work, in accordance with B18.
- B27.16 Notwithstanding B27.1(f) to B27.1(m), where Proponents fail to provide a response to B7.2(a) to B7.2(h), the score of zero may be assigned to the incomplete part of the response
- B27.17 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B25.
- B27.18 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B27.19 This Contract will be awarded for Item No 1 only.
- Further to D3.1, Item No.'s. 2 – 5 on Form B – Prices will be used for evaluation purposes, and the potential subsequent award of those items will be determined at a later date.

B28. AWARD OF CONTRACT

- B28.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B28.2 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.
- B28.2.1 Without limiting the generality of B28.2, 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.
- B28.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B28.4 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
- B28.4.1 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.
- B28.5 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D19 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B28.6 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.
- B28.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

D2.1 This project provides the City of Winnipeg an opportunity to modernize the current Corporate Online Learning Management system (the "**Solution**").

D2.2 Prior to the pandemic, the City had offered a large variety of in-person courses, however a large number of courses are now delivered online to City of Winnipeg employees. Some of these courses are available for all City employees and others are specific to individual departments. Some of the said courses are built internally by Human Resources using the SCORM compliant applications, and others are provided by third party vendors such as Skillsoft, Udemy, etc.

D2.3 City of Winnipeg employees need to be able to enroll in courses online. Employees enroll in courses offered by corporate HR through PeopleSoft. However, the current PeopleSoft system cannot be used for courses where the enrolment is handled by third party vendors.

D2.4 The need for a new Learning Management System (LMS) was identified through a collaborative engagement with city departments during the development of an LMS recommendation report from Organizational Learning that was initiated back in 2021.

D2.5 Having already used the on-premise version for over 7 years with great success, the City of Winnipeg recognized Moodle's flexibility and scalability to adapt and extend to a new cloud version. With Moodle Workplace, each department can customize and manage their own learning modules, while the Organizational learning group can oversee and monitor overall progress. The City of Winnipeg is confident that Moodle Workplace will continue to meet their evolving learning needs with the appropriate infrastructure in place.

D3. SCOPE OF SERVICES

D3.1 The Work to be done under the Contract shall consist of:

(a) Providing the following "**Professional Services**":

- (i) acquiring, configuring, migrating, testing, transitioning operations, and providing support for a Moodle Workplace based Learning Management System (LMS) hosted on a cloud-based platform (the "**Solution**"); and
- (ii) providing a solution-based replacement for the current LMS Website;

(b) providing an annual subscription to host and support the LMS website 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.

(c) The Contractor shall provide the Hosting Services and Professional Services.

D3.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D3.1.2 Changes resulting from such negotiations shall become effective on 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.

- D3.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- D3.2 The major components of the Work are as follows:
- (a) Professional Services:
- (i) Acquire, configure, test, transition operations, and provision of support for a Solution, which can meet the estimated traffic requirements based on the anticipated user accounts (see form B: Prices), as specified in Part E; and
- (ii) Provide professional services to the City to build and configure a Moodle Workplace based Learning Management System and migrate learner and course content from the current Website to the Solution based replacement as defined in D3;
- D3.3 The Hosting Services shall be done on an "as required" basis during the term of the Contract.
- D3.3.1 The type and quantity of Hosting Services to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D3.3.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of Hosting Services in excess of its actual operational requirements.
- D3.3 Notwithstanding D3.1, the type and quantity of Hosting Services 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, 2023.
- D3.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.
- D3.4 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.
- D3.5 The funds available for this Contract are \$120,000, with Professional Services under this Contract worth up to \$100,000, and annual Hosting Services costs not to exceed \$20,000 based on the usage volumes in Form B - Prices for the first year thereafter. The stated funds available for Professional Services and Hosting Services under this Contract include the cost of all items required for the complete functioning of the Solution and the updated Website, Professional Services, Hosting Services during the development of the updated Website, and a one (1) year term of Hosting Services from date of launch of updated Website, including but not limited to the cost of all applications, software, add-on's, patches, peripherals/ accessories, Maintenance/Support – annual per-user, premium support, Installation, perpetual licensing, initial annual subscription, hosting, server, licensing cost, professional support, and training.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) "**Configuration**" means any change to the Solution not requiring source code changes completed by the Contractor to provide the specified functionality;
- (b) "**Customization**" means any change, enhancement, etc. to the Solution requiring source code changes completed by the Contractor to provide the specified functionality;
- (c) "**Go Live**" means the Solution is being used in production within the City of Winnipeg;

- (d) **“Hosting Provider”** means the person providing the Moodle Workplace Hosting Services, who is also the Contractor.
- (e) **“Learning Management System (LMS)”** means a digital learning environment that manages all aspects of a company's various training efforts
- (f) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (g) **“Services Provider”** means the person providing the Professional Services, which may or may not be the Contractor.
- (h) **“Site Architecture”** means the organization of the Moodle Workplace plug-in types, workflows, page templates, and user roles to manage and display the said website;
- (i) **“Solution”** means the entire platform which is made up of several components and includes installation, professional and cloud-hosting services which will be provided by the Contractor pursuant to this Contract. For the avoidance of doubt, the term Work, as used in this Contract, includes the provision of the Solution, but is not limited to the provision of the Solution, and also includes the additional scopes of Work (configuring, testing implementing and providing support) as detailed pursuant to D3.
- (j) **“Solution Application”** means the web server running the Moodle Workplace software, the database hosting the Moodle Workplace data, and any administrative users that would have access to these systems;
- (k) **“System”** means the software components, along with the necessary IT infrastructure and technical architecture needed in order to meet the needs of the business;
- (l) **“Start Date”** means the date on which the parties agree to commence the Work;
- (m) **“Use”** means the collection, storage, use, processing, reproduction, modification, disclosure, or destruction of, or access to, Confidential Information
- (n) **“User”** refers in general to any person making use of the solution;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Maria Cayanan
Supervisor of Business Systems Analysis
Telephone No. (431) 373-6626
Email Address.: mcayanan@winnipeg.ca

D5.2 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.

D6. INFORMATION MANAGEMENT

The following provisions are in addition to any preceding obligations of confidentiality contained in these conditions. All requirements apply to the Contractor, the Services Provider (as applicable), and the Solution.

D6.1 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act (“**FIPPA**”, the “**Act**”) imposes obligations on the City to collect, store, use, disclose, and destroy “personal information”, as that term is defined in FIPPA, (“**Personal Information**”) in the strictest of confidence and in accordance with that Act.

D6.2 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all Confidential Information which it acquires or Uses, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.

- D6.3 The Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA, and any Use of Personal Information by the Contractor or its Representatives shall be done pursuant to and in accordance with that Act.
- D6.4 Further to C23, all Confidential Information is and shall remain the property of the City.
- D6.5 Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the RFP, the Contract, the Work, the City and/or its Representatives, or the Confidential Information without the prior written authorization of the City.
- D6.6 While this Contract is in effect and at all times thereafter the Contractor shall:
- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
 - (b) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and
 - (e) inform its Representatives of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements.
- D6.7 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City), and upon confirmation from the City that said copy is acceptable shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D6.8 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the City.
- D6.9 Upon becoming aware of any unauthorized Use of the Confidential Information (a “**Confidentiality Breach**”), the Contractor shall immediately notify the City in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.
- D6.10 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.
- D6.11 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information,

and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D8. UNFAIR LABOUR PRACTICES

D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang--en/index.htm> conventions as ratified by Canada.

D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.

D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the

breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

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

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) Professional Liability Insurance to a minimum of \$500,000 per claim and \$1,000,000 in the aggregate; Professional liability insurance to remain on file during the performance of the services.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.
- D10.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D10.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D10.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor and Services Provider (if applicable) shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor and Services Provider (if applicable) shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the insurance specified in D10;

- (iii) the direct deposit application form specified in D15.
- (b) the Contractor and Services Provider (if applicable) has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. COVID-19 SCHEDULE DELAYS

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

D13. RECORDS

- D13.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D13.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
 - (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D13.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D14. INVOICES

- D14.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204- 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D14.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15. PAYMENT

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

D16. PAYMENT SCHEDULE

D16.1 Payment Schedule (Progress Payments)

- (a) The Proponent should provide in their project proposal a payment schedule that clearly states payment amounts and conditions associated to specific project milestones. The conditions of the milestones must be clear and precise, i.e. evaluate that a project milestone is reached and all deliverables associated to that milestone have been produced to the satisfaction of the City, prior to issuing payments.

D16.2 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D17. WARRANTY

D17.1 Warranty is as stated in C13.

DISPUTE RESOLUTION

D18. DISPUTE RESOLUTION

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

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

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

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and

to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

- D18.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D18.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D18.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D18.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D18.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D18.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D19. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D19.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D19.2 Further to D19.1, in the event that the obligations in D19 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D19.3 For the purposes of D19:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D19.4 Modified Insurance Requirements

- D19.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D19.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D19.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D19.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D19.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D19.5 Indemnification By Contractor
- D19.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D19.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D19.6 Records Retention and Audits
- D19.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D19.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D19.6.1 for inspection,

copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D19.7 Other Obligations

- D19.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D19.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D19.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D19.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D19.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D19.7.6 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

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work, including the Solution.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.
- E1.3 The Solution's End User Licensing Agreement (EULA), as well as any other agreement which the Proponent proposes 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 by D6) or be sufficiently negotiable to meet the same standards.

E2. SERVICES

- E2.1 The Contractor shall provide the following in accordance with the requirements listed on Form N – Requirements, Form B – Prices, and hereinafter specified.
- E2.2 Item No. 1a – Hosting Services – including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing, and ongoing services during the development period, and a period of one year from the date of "Go Live".
- E2.3 Item No. 1b – Professional Services - for all items and Work required for the complete functioning of the Solution for the development period and training (to be provided to 10 administrator users)
- E2.4 Item No. 2 - Ongoing Cost - Year 2 Hosting Services - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services.
- E2.5 Item No. 3 - Ongoing Cost - Year 3 Hosting Services - including but not limited to the cost of plug-in's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services.
- E2.6 Item No. 4 - Ongoing Cost - Year 4 Hosting Services - including but not limited to the cost of plug-in's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services.
- E2.7 Item No. 5 - Ongoing Cost - Year 5 Hosting Services - including but not limited to the cost of plug-in's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services;

E3. PROFESSIONAL SERVICES

- (a) Moodle Workplace Cloud Hosted Infrastructure Planning and Development
- (i) Planning and development of a Moodle Workplace cloud hosted Infrastructure architecture: work with the City to review functional, design, and business requirements.
 - (ii) Infrastructure Planning should include discussions about Moodle Workplace Content Staging and Deployment requirements.

- (iii) Authentication to Moodle Workplace LMS through LDAPS secure connection to the City's LDAP Server, and setup roles and permissions based on City AD requirements.
- (iv) Cloud Hosted Release Management – preparing DEV, UAT, PROD environments, and development workflows using git version control.
- (b) Moodle Workplace Site Planning and Development
 - (i) Workshop with the City to develop the City of Winnipeg Moodle Workplace Site, based on the City's needs and Moodle Workplace best practices, and using developed Information Architecture. Deliverables include but not limited to:
 - ◆ Plan for migrating all employee learning records from PeopleSoft and other LMS in use at the City into a new City of Winnipeg cloud-hosted Moodle Workplace Site.
 - ◆ Plan for migrating all courses and content from PeopleSoft into a new City of Winnipeg cloud-hosted Moodle Workplace Site.
 - ◆ Plan for migrating all certifications and licenses from PeopleSoft into a new City of Winnipeg cloud-hosted Moodle Workplace Site.
 - ◆ Plan for migrating courses and content from various on-premise Moodle Workplace instances into a City of Winnipeg cloud-hosted Moodle Workplace instance.
 - ◆ Plan for the upload and publishing future courses.
 - ◆ Establishing training paths to determine training requirements and course eligibility based on job type, department or previous course completion.
 - ◆ Configuration and customization of approval notifications and workflows to streamline enrollment process.
 - ◆ Configuration and customization of Moodle Workplace plug-ins to support established system needs.
 - ◆ Plan for establishing and maintaining API integration points between Moodle Workplace and other applications within the City of Winnipeg.
 - ◆ Plan for providing system training and knowledge transfer to the City of Winnipeg training administrators
 - (ii) Strategy and implementation of migration management between PeopleSoft and the new Moodle Workplace instance.
- (c) Moodle Workplace Workflows and Business Rules Planning and Development
 - (i) Planning workflows and business rules around notifications for employee supervisors and training administrators. This covers but not limited to: notifications on enrolment approvals, wait-lists, cancellations, etc.
 - (ii) Planning workflows and business rules around notifications and approvals for both corporate and department-specific course creations. This covers but not limited to: course authoring, needs review, approved, published, available to which cohorts (user groups), etc.
 - (iii) Based on current City needs, propose solutions and implement workflow solutions on the Moodle Workplace platform;

E4. RECORDKEEPING REQUIREMENTS

- E4.1 To satisfy City of Winnipeg recordkeeping requirements, the Contractor, Services Provider (if applicable), and Solution shall (as applicable):
- (a) Assign records management actions to users based on roles (e.g., create, read, modify, delete, etc.);

- (b) Manage and maintain data/records and their associated metadata within the s until they can be exported out;
- (c) Provide the functionality of exporting records and associated metadata into human-readable/viewable formats for manual recordkeeping and management in external locations;
- (d) Produce a report detailing success or failure during the export process (including identification of those records which generated errors or were not successfully exported);
- (e) Allow users with appropriate role-based access to permanently delete records that have been authorized for legal destruction; and
- (f) Produce a certificate or report of deletion of records and associated metadata.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.3 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.