



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 524-2020**

**PROJECT PORTFOLIO AND RESOURCE MANAGEMENT SYSTEM**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROJECT PORTFOLIO AND RESOURCE MANAGEMENT SYSTEM

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, October 15, 2020.

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](http://www.merx.com).
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- 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.
- B6.2 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 Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- 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 he/she wishes 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 his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B25.
- 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; and
  - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Form N: Non-Mandatory Requirements (Section C) in accordance with B10;
  - (b) Experience of Proponent and Subcontractors (Section D) in accordance with B11;
  - (c) Implementation Plan and Project Schedule (Section E), in accordance with B12;
  - (d) Key Personnel and Time Allocation (Section F) in accordance with B13;
  - (e) Technical and Non-Functional Requirements (Section G) in accordance with B14;
  - (f) Record Keeping Functionality (Section H) in accordance with B15; and
  - (g) Value Added / Innovative Services (Section I) in accordance with B16.
- 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](http://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 B25.1(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 his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- 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 his/her own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- 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.
- B9.2 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 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

- B9.1 The Proponent shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B9.1.1 Notwithstanding C12.2.3, the price 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.
- B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B10. FORM N: NON-MANDATORY REQUIREMENTS (SECTION C)**

- B10.1 The Proponent should complete Form N: Non-Mandatory Requirements

**B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION D)**

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design, management and contract administration services on up to three projects of similar complexity, scope and value.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the contractor;
  - (c) project's original contracted implementation cost and final implementation cost;
  - (d) design and implementation schedule (anticipated Project schedule and actual project delivery schedule, showing design and implementation separately);
  - (e) project owner;
  - (f) reference information (one current name with telephone number 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. IMPLEMENTATION PLAN AND PROJECT SCHEDULE (SECTION E)**

- B12.1 Proponents should provide a detailed implementation plan including, installation, data migration, training, go-live plan, issue management, and post go-live support and service.
- B12.2 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.
- B12.3 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.
- B12.4 The Proponent's schedule should include resourcing requirements from the City in their implementation plan.

**B13. KEY PERSONNEL AND TIME ALLOCATION (SECTION F)**

- B13.1 Describe your firm's resource management and allocation approach and team organization during the performance of Services.

B13.2 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

## **B14. TECHNICAL AND NON-FUNCTIONAL REQUIREMENTS (SECTION G)**

### **B14.1 Technical Architecture**

Describe the overall architecture of your proposed solution. Include any relevant models / diagrams and descriptions necessary to convey the following architectural perspectives of your solution (business, application, information and technology).

- (a) Data architecture: Describe how information is organized, secured, and managed within your solution. Include a description of the key data entities relevant to the business scope of your solution and how these entities are managed over the long-term of the solution. Include any references to data / information that is persisted and managed internal to your solution and/or linked to any external systems.
- (b) Application architecture: Describe the technologies and industry standards on which your solution is based. Within your description, include any and all third-party applications / components delivered within your core solution and/or external components on which your solution is dependent. Highlight any software components that will require the City to procure licenses from third-parties in order to operate your solution.
- (c) SaaS (Cloud) – Security and Privacy Requirements:
  - (i) Describe all the policies, procedures and safeguards that are in place to ensure the confidentiality, security, accuracy and integrity of City information and to protect the information against unauthorized use, access, disclosure, alteration, retention or destruction. The policies, procedures and safeguards should also address the medium in which the information is stored, handled, transmitted and transferred.
  - (ii) Describe the policies, procedures and safeguards that are in place to ensure the security of the confidential information in electronic form when the computer hardware or removable electronic storage devices on which it is being recorded are being disposed of or transported for any reason including the transfer of data or the repair of equipment.
  - (iii) Describe the security procedures in place relating to the transfer of confidential information and data to the City or a third party identified by the City upon the expiration or termination of the agreement with the City.
  - (iv) Describe the physical security of the facility hosting the service of the Proponent's delivered solution.
  - (v) Identify the person(s), including contact information:
    - (i) who you will designate as the City's contact in the event of a privacy breach; and
    - (ii) who will respond to questions about your handling of private information?

### **B14.2 System Management**

Describe the system management activities and processes required to operate and maintain the vitality of your proposed solution over time.

- (a) Access: The solution should provide the ability to define and control user access to functions and datasets through combination of role-based and group-based authorization controls. Describe the features and capabilities used to control access (granted/denied) and user profile and session management.
- (b) Backup & Recovery: The solution should include a recommended backup and recovery approach and processes. Describe the required activities required to maintain backups of both operational / business data and system configuration to ensure recovery of data in the event of a destructive system failure (affecting the data).

### **B14.3 Data Migration**

Describe the capabilities for migrating data between the solution and external business systems.

- (a) Describe the capability and procedure for loading (importing) project data from an external business system.
- (b) Describe the capability and procedure for extracting (exporting) project data to an external business system.

#### **B14.4 Performance**

Describe the expected performance of your solution for common functional activities. Performance metrics should be relative to normal operating conditions.

- (a) Start-up Performance: Provide typical metrics for user login and start-up of the application/major functions. Describe performance expectations for application start-up and user login.
- (b) Standard Tasks Performance: Describe performance expectations for common tasks such as but not limited to creating/editing assigned tasks, modifying the project schedule, etc.
- (c) Reporting Performance: Describe performance expectations for standard report generation (standard, pre-defined reports).

#### **B14.5 Support and Warranty**

Describe the support, warranty and maintenance services offered with your solution.

- (a) Support and Maintenance Services Post-Implementation: Describe the support and maintenance services post-implementation including Service Level Agreements (SLA), for both software and hardware components. Include delineation between tasks for which the City will be responsible vs. those that your support services will provide. For System Down issues, the City is seeking unlimited phone support offered 9 hours x 5 days a week provided that:
  - (i) Support calls placed during extended support hours must be placed by an authorized contact person
  - (ii) The type of support call is an urgent issue that includes
    - (i) site down, and / or
    - (ii) Customer facing issues that have no reasonable workaround
- (b) Business and/or Technical Support: Describe the types of business and/or technical support offered to your customers. Include any limitations, restrictions, or constraints for accessing your support services. Include response times related to all support activities.
- (c) Incident Management: Describe your customer facing and internal processes for managing incidents, including issue detection, classification, response times and escalation approach.
- (d) Warranty: Describe the hardware and installation warranty. Include delineation between tasks for which the City will be responsible vs. those that your warranty services will provide. Include any additional information regarding support that may be of interest to the City

#### **B14.6 Usability**

Provide evidence demonstrating how your solution is designed to be user-friendly and intuitive. Include a robust description of the global design features within the solution that assist and guide the user through an aesthetically appealing experience when performing routine tasks. The City describes usability as the capability of the software to be understood, learned, used, and attractive to the user. In your response, please consider the points below.

- (a) Operability: The solution should demonstrate the following characteristics: There is consistency across functions and screens. Common data elements can be selected rather than entered. Colour coding and conditional formatting is used to indicate status/state of a system artifact or data element. Icons and images are used, where beneficial to the user experience. Data visualization techniques are applied, to facilitate understanding of presented data. Navigation through the solution functions is clear and can be effectively done without a mouse when applicable. Self-explanatory messages that clearly indicate resolutions are present where appropriate. The ability to undo actions is provided where appropriate.

**B14.7 Application Programming Interface (API)**

The system should provide an Application Programming Interface (API) or web services interface with two-way communication for purposes of data exchange with external applications.

**B14.8 Hardware**

Describe the minimum and recommended system requirements for running the solution (including supported operating systems and web browsers).

**B14.9 Scalability**

Describe the capability of your solution to scale to accommodate future enhancements.

- (a) What is the maximum number of concurrent users supported in the proposed solution?
- (b) Required lead time to scale, as required, to meet expected performance increases.
- (c) Is this scalability temporary or permanent?
- (d) Describe how the following usage scenarios would affect performance (including response times) when performing query/search, as well as project management, reporting, and work tracking activities:
  - (i) Alternative 1:
    - (i) 2 Portfolios
    - (ii) 30 Resource managers
    - (iii) 4 Project managers
    - (iv) 30 Portfolio managers
    - (v) 30 Team members
    - (vi) 2 Administrators
    - (vii) 50 Active projects
  - (ii) Alternative 2:
    - (i) 8 Portfolios
    - (ii) 30 Resource Managers
    - (iii) 30 Project managers
    - (iv) 30 Portfolio managers
    - (v) 120 Team members
    - (vi) 120 Time tracking users
    - (vii) 3 Administrators
    - (viii) 350 Active projects
  - (iii) Alternative 3:
    - (i) 16 Portfolios
    - (ii) 30 Resource managers
    - (iii) 40 Project managers
    - (iv) 30 Portfolio managers
    - (v) 300 Team members
    - (vi) 250 Time tracking users
    - (vii) 4 Administrators
    - (viii) 750 Active projects
- (e) What is the date of the last performance benchmarking test? Attach any recent performance benchmarking reports to an appendix.
- (f) What other options exist to assist the City in addressing variable service demand by the public within a fixed annual service budget?

## **B15. RECORD KEEPING FUNCTIONALITY (SECTION H)**

- (a) Describe the proposed solution's ability to keep a fixed and complete version of each record that is defined, whether in document form or as a collection of data representing a transaction.
- (b) Describe the proposed solution's ability to uniquely identify each record (e.g. with a system generated reference, a document number or other identifier).
- (c) Describe the proposed solution's use of a unique identifier of the record, name / title of the record, date and time of capture, who created the record, format of the record / medium, change history / audit trail of actions done, security and access information.
- (d) Describe the proposed solution's ability to support the creation of additional metadata elements (database fields) detailed in relevant standards or any other metadata required to support the Department's business requirements. Identify what metadata in the business system is necessary to meet specific requirements and support Department business requirements.
- (e) Describe the proposed solution's ability to store metadata over time, regardless of whether the related records have been archived, transferred, deleted or destroyed. The system should be able to maintain a metadata profile over time - maintaining links to the record and accumulating process metadata for the record as events occur. The metadata should remain linked to the record even if the records are migrated out of the original system.
- (f) Describe the proposed solution's ability to allow or restrict edit rights on record metadata, based on defined access rules and user identification, the system should be able to permit or limit access to records or groups of records.
- (g) Describe the proposed solution's ability to prevent the deletion of records and associated metadata at all times excepts when deletion or destruction takes place as part of an authorized disposal activity. This requirement ensures that unauthorized and accidental deletion of records in the business system is prevented. It also ensures the integrity of the business system. Most importantly, the business system should not permit the removal or deletion of metadata specified in the requirements.
- (h) Describe the proposed solution's ability to generate, log and show all actions carried out on the record or in the system. For transactional systems where data is overwritten, is the system able to show the overwritten data, date it was overwritten, and by whom?
- (i) Describe the proposed solution's ability to set and manage access and security permissions. Identify the proposed solution's functions that can be restricted through permission settings. This requirement addresses the need for the business system to provide access to authorized users for as long as they are required to meet accountability, legislative and business requirements.
- (j) Describe the proposed solution's ability to export all or select records (including associated metadata and system logs) regardless of format, without loss of content or metadata. Most business systems have the ability to export records to another system or to an external medium (disk or hard drives).
- (k) Describe the proposed solution's ability to produce a report detailing success or failure during the export process (including identification of those records which generated errors or were not successfully exported). This requirement enables verification of the success or failure of the export process. In addition, exceptions identified can be resolved and documented. This requirement allows for quality assurance.
- (l) Describe the proposed solution's ability to support controlled disposal or deletion of records legally authorized for disposal.
- (m) Describe the proposed solution's ability to produce reports relating to deletion of records and associated metadata. The deletion of any records in the business system should be captured or recorded in an audit log.
- (n) Describe what technical security safeguards are in place to protect the personal information.

- (o) Describe what physical security safeguards are in place to protect the personal information.
- (p) Describe what administrative security safeguards are in place to protect the personal information.

**B16. VAUE ADDED / INNOVATIVE SERVICES (SECTION I)**

- B16.1 The Proponent should submit information in sufficient detail for the City to evaluate the Proponent's ability to offer additional Value-Added or Innovative Services for the City by providing:
- (a) for Value-Added Services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business benefits;
  - (b) for Innovative Services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business capabilities;
  - (c) brief details of other Proponent software products that integrate with the Proponent's proposed software tool, if available.

**B17. DISCLOSURE**

- B17.1 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.
- B17.2 The Persons are:
- (a) Smartsheet Inc. (Budget and requirements)
  - (b) Meisterplan USA, Inc. (Budget and requirements)
  - (c) Monday.com Ltd. (Requirements)
  - (d) Oracle Corporation (Requirements)
  - (e) Sciforma Corporation (Requirements)
  - (f) WorkOtter, Inc. (Requirements)

**B18. CONFLICT OF INTEREST AND GOOD FAITH**

- B18.1 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.
- B18.2 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.

**B18.3** In connection with its Proposal, each entity identified in B18.2 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.

**B18.4** Without limiting B18.3, 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.

**B18.5** Without limiting B18.3, 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 B18.4 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.

**B18.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B19. QUALIFICATION**

**B19.1** 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.

- B19.2 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>
- B19.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
  - (d) meet the City's requirements for the confidentiality and security of information; including compliance with and ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent).
- B19.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B19.5 Further to B19.3(b) and B19.3(d), 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:
- B19.5.1 That all information and materials acquired by the Proponent, or to which the Proponent may be given access, if successful under this Request for Proposal ("Confidential Information") shall be treated in accordance with D6 by providing:
- (a) confirmation that Confidential Information shall be maintained for the full term of the Contract at minimum, unless otherwise directed by the City in writing;
  - (b) a description of how the Proponent's proposed Solution meets the requirements in D8, including:
    - (i) how the proposed Solution meets the requirements for rapid repatriation of Confidential Information;
    - (ii) the data format of the Confidential Information once extracted from the proposed Solution;
    - (iii) the proposed Solution's ability to purge Confidential Information based on City-approved records retention and disposition schedules; and
    - (iv) how the Proponent would address official, time sensitive access to information requests.
- B19.5.2 That 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.

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.

B19.5.3 That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing:

- (a) That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing: a certificate of compliance with ISO/IEC 27001 (or a functionally equivalent standard, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53) from an accredited certification body; or
- (b) a written description of how the proposed Solution complies with ISO/IEC 27001, 27002, 27017, and 27018 (or functionally equivalent standards, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53).

The City reserves the right to assess any proposed functional equivalents to the ISO/IEC standards, and may in its sole and absolute discretion determine whether such proposed functional equivalents provide a satisfactorily equivalent level of protection.

The City further reserves the right to assess any written descriptions of compliance with the ISO/IEC standards (or equivalents) to determine whether such written descriptions provide evidence of compliance that is satisfactory to the City, in its sole and absolute discretion.

## **B20. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B20.1 Proposals will not be opened publicly.

B20.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B20.3 The Proponent is advised that 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).

B20.3.1 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.

B20.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## **B21. IRREVOCABLE OFFER**

B21.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid/Proposal.

B21.2 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 Work until a Contract for the Work has been duly formed and the contract security have been furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid/Proposal.

## **B22. WITHDRAWAL OF OFFERS**

B22.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

## **B23. INTERVIEWS**

- B23.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B23.2 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. The City expects that the Proponent would be demonstrating a functional version of their proposed system.
- B23.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

## **B24. NEGOTIATIONS**

- B24.1 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.
- B24.2 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.
- B24.3 If, in the course of negotiations pursuant to B24.2, 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.

## **B25. EVALUATION OF PROPOSALS**

- B25.1 Award of the Contract shall be based on the following evaluation criteria:
- |  |             |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B19:                                 | (pass/fail) |
| (c) Total Bid Price  | 20%         |
| (d) Form N: Non-Mandatory Requirements (Section C)   | 15%         |
| (e) Experience of Proponent and Subcontractors (Section D)   | 10%         |
| (f) Implementation Plan and Project Schedule (Section E)   | 10%         |
| (g) Key Personnel and Time Allocation (Section F)  | 10%         |
| (h) Technical and Non-Functional Requirements (Section G)  | 25%         |
| (i) Record Keeping Functionality (Section H) and   | 5%          |
| (j) Value Added / Innovative Services (Section I)  | 5%          |
- B25.2 Further to B25.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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.
- B25.3 Further to B25.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is qualified.

- B25.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B25.1(a) and B25.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B25.5 Further to B25.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.7.
- B25.6 Further to B25.1(c) where the Total Bid Price exceeds the estimate stated in D2.7 the City may determine that no award will be made in accordance with B26.2.1(a).
- B25.7 Further to B25.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B25.7.1 Further to B25.1(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.
- B25.8 Further to B25.1(d), Form N: Non-Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with B10.
- B25.9 Further to B25.1(e), 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.
- B25.10 Further to B25.1(f), Implementation Plan and Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B25.11 Further to B25.1(g), Key Personnel and Time Allocation will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B25.12 Further to B25.1(h), Technical and Non-Functional Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B25.13 Further to B25.1(i), Record Keeping Functionality of the Proponent will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B25.14 Further to B25.1(j), Value Added / Innovative Services of the Proponent will be evaluated considering the information requested and submitted in accordance with B16.
- B25.15 Notwithstanding B25.1(d) to B25.1(j), where Proponents fail to provide a response to B7.2(a) to B7.2(g), the score of zero may be assigned to the incomplete part of the response.
- B25.16 This Contract may be awarded on the basis of:
- (a) Alternative 1; or
  - (b) Alternative 2; or
  - (c) Alternative 3.
- as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.
- B25.16.1 Notwithstanding B9.1, the Proponent may, but is not required to, bid on all alternatives.
- B25.16.2 Notwithstanding B26.3, the City shall have the right to choose the alternative that is in its best interests. If the Proponent has not bid on all alternatives, he/she shall have no claim against the City if his/her partial offer is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid.
- B25.17 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B23.

B25.18 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.

## **B26. AWARD OF CONTRACT**

B26.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B26.2 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.

B26.2.1 Without limiting the generality of B26.2, 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.

B26.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B26.4 The City may, at its discretion, award the Contract in phases.

B26.5 Further to B26.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

B26.6 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

B26.6.1 The Contract documents as defined in C1.1(o)(ii) 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.

B26.6 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.

B26.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.

B26.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.

B26.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent for execution.

B26.8 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.

B26.9 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 the Combined Provision of Goods and Services (2020-01-31)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of supply, installation, maintenance, and training of City of Winnipeg staff in the use of a Cloud-based SaaS (Software-as-a-Service) Project Portfolio and Resource Management System (the "System") that meets the current and future needs of the City of Winnipeg (the "City") for the period from the date of the award until December 31<sup>st</sup>, 2022, with the option of four (4) mutually agreed upon (1) year extensions.

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

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

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

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

- (a) Project Management;
- (b) Transition Planning;
- (c) Installation and Implementation;
- (d) Customization;
- (e) Data Migration;
- (f) Staff Orientation and System Training;
- (g) Testing;
- (h) Live Access to the System for users;
- (i) Maintenance and Support.

D2.3 System Description

D2.3.1 The system is to be a fully-hosted web-based system that will assist in the management of information system projects for the Innovation, Transformation, and Technology department, and possibly other departments in the future.

D2.3.2 Portfolio management and reporting: The system shall provide the ability to organize projects into a collection or portfolio. This shall include providing dashboards and reporting at the portfolio level, including aggregate data for all projects within the portfolio, and select projects within the portfolio which meet certain criteria (for example: all projects in the portfolio which are over budget, or all projects in the portfolio which are over schedule) The system shall support user-configurable dashboards at the portfolio level.

D2.3.3 Project management: The system shall provide user friendly project management capabilities. The system shall provide tools to team members, enabling them to self-manage (for example: enabling team members to update and report their own progress on project tasks). The system shall include the ability to manage project schedule and tasks

including tracking dependencies, effort, assignment, start dates, end dates, remaining work, and can provide notifications to project team members or leads regarding upcoming and late tasks.

D2.3.4 Cross-project resource management and allocation: The system shall provide user friendly resource management capabilities. The system shall support tracking work assigned to team members across projects, and highlight resources which have been under- or over-allocated across multiple projects. The system shall support planners in identifying optimal resource allocation by providing data related project priorities and resource availability. The system shall highlight periods of over-capacity. The system shall provide the ability to sequence projects in response to new or unplanned project work and changes in project timelines.

D2.3.5 Intake processing and prioritization: The system shall provide configurable forms and support automated workflows that support the submission of service requests or enhancement requests from business areas. The system shall support assignment of requests to others for further investigation, scoring and prioritization, and queueing of requests for scheduling and execution.

D2.3.6 All functions of the System must be available for use 24 hours a day seven days a week, excluding scheduled outages.

D2.3.7 The System should provide 99.8% uptime after exclusion of scheduled maintenance

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.4.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.5 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2020.

D2.5.1 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.

D2.6 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.7 The funds available for this Contract are \$185,000.00 CAD

### **D3. COOPERATIVE PURCHASE**

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations, and estimated quantities.

- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
  - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### **D4. DEFINITIONS**

- D4.1 When used in this Request for Proposal:
- (a) **“Proponent”** means any Person or Persons submitting a Proposal for Goods and Services;
  - (b) **“Software as a Service (SaaS) or Cloud Software”** means Software which is hosted and maintained on the internet, as opposed to being installed and maintained on City of Winnipeg infrastructure.

#### **D5. CONTRACT ADMINISTRATOR**

The Contract Administrator is:

David Fardoe

Telephone No. 204-619-0173

Email Address: dfardoe@winnipeg.ca

- D5.1 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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON-DISCLOSURE**

- D6.1 The Contract, all deliverables specifically produced or developed for the City in the performance of this Contract, and any information provided to or acquired by the Contractor in the performance of this Contract are the property of the City and shall not be appropriated for the Contractor's own use, or for the use of any third party.
- D6.1.1 For greater clarity, the City shall acquire no rights to the pre-existing intellectual property embodied within those deliverables, materials, services, and software that are generally provided by the Contractor to the Contractor's clients, customers, or otherwise generally used in the development, sale, resale, or provision of the Contractor's services. In the event that Contractor agrees to develop intellectual property that will be owned by the City,

such development and ownership rights must be specifically set out in a statement of work made pursuant to this Contract.

- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator:
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

## **D7. INFORMATION MANAGEMENT**

- D7.1 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.
- D7.2 For the purposes of D9, any reference to "Representatives" shall mean the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, and other representatives of the Contractor.
- D7.3 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all information and materials (regardless of form or medium) acquired by it in the performance of this Contract, or to which it is given access during the course of the performance of the Contract, and any copies thereof (the "Confidential Information"). For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D7.4 With respect to Confidential Information provided by the City to the Contract, the Contractor shall be deemed an "information manager", as that term is defined by section 44.1 of FIPPA, and any collection, storage, use, disclosure, or destruction of, or access to (collectively, "Use"), Personal Information by the Contractor or its Representatives shall be done pursuant to the Act.
- D7.5 Further to D6, all Confidential Information is and shall remain the property of the City. Neither the Contractor nor its Representatives shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the City.
- D7.6 Further to D6, while this Contract is in effect and at all times thereafter the Contractor shall:
- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
  - (b) ensure that access to the Confidential Information is only provided or permitted on a "need to know" basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
  - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
  - (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and

- (e) inform its Representatives of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements, if requested.
- D7.7 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City), and shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D7.8 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.
- D7.9 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.
- D7.10 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.
- D7.11 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.
- D7.12 If the Contractor is a reseller or distributor, or is otherwise supplying a third party's product as its proposed System, then the Contractor shall ensure that any such third party product supplied by the Contractor under this Contract and any such third party supplier are compliant with the requirements of this D7. Failure to do so may, at the City's sole and absolute discretion, be deemed an event of default pursuant to C17.
- D7.13 The Contractor should have a security information and event management (SIEM) service that logs and monitors all logical access to customer data.
- D7.14 The Contractor should enforce separation of duties to ensure that audit logs are protected against unauthorized modification and deletion.
- D7.15 The Contractor should undertake appropriate pre-employment vetting for all staff that have access to customer data.
- D7.16 The Contractor should perform on-going checks of integrity and conduct of employees during the period of employment.
- D7.17 When collecting personal information from an individual, there must be a privacy statement/notification included on the collection form worded as follows:
  - (a) Your personal information is being collected in accordance with s.36(1)(b) of The Freedom of Information and Protection of Privacy Act. This information will be used for the purposes of administering and executing the related project, and will not be used or disclosed for any other purposes, except as authorized by law. If you have any questions about the

collection of this information, contact the Corporate Access and Privacy Officer by mail to City Clerk's Department, Administration Building, 510 Main Street, Winnipeg MB, R3B 1B9, or by telephone at 311.

## **D8. NOTICES**

- D8.1 Notwithstanding C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D8.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D8.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.
- D8.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155.

## **SUBMISSIONS**

### **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) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **CONTROL OF WORK**

### **D11. COMMENCEMENT**

D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D9;

### **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 goods 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) delivery date(s); and
- (d) description and quantity of goods supplied.

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](mailto:CityWpgAP-INVOICES@winnipeg.ca)

Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto: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, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15.2 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## WARRANTY

### D16. WARRANTY

D16.1 Notwithstanding C13, Warranty will be two (2) years from the date of award of the Contract.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- 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.

#### **E2. SERVICES**

- E2.1 The Contractor shall supply a Project Portfolio and Resource Management (PPRM) System in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Subscription – annual subscription cost for each alternative on Form B.
- E2.3 Item No. 2 – Maintenance and Support -- annual cost for each alternative on Form B shall be provided for each subscription.
- E2.4 Item No. 3 – Professional Services - Installation and Setup – The Contractor shall complete installation, data migration, configuration, and testing of the solution.
- E2.5 Item No. 4 – Professional Services - Administrator Training – The Contractor shall provide training for City of Winnipeg administrative resources.
- E2.6 Item No. 5 -- Professional Services - End User Training – The Contractor shall provide training for internal users, IT technical documentation, and all training documentation.
- E2.7 Item No. 6 -- Premium Support – The Contractor shall provide escalated expert support for administrators on incidents Monday to Friday, 8 a.m. to 5 p.m. central time.

#### **E3. SYSTEM REQUIREMENTS**

- E3.1 The Contractor shall provide a Cloud-based SaaS (Software-as-a-Service) Project Portfolio Management System that meets the current and future needs of the City of Winnipeg (the "System"). The system shall be in accordance with the following requirements:

##### **Phase 1 – Implementation**

- E3.2 The Contractor shall include all items required for the complete functioning of the proposed solution, 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, hardware, licensing cost, professional support and training.

##### **Phase 2 – Ongoing Support**

- E3.3 The Contractor shall provide ongoing services for
- (a) Maintenance and support for hardware and software (if required);
  - (b) License/Subscription and upgrades;
  - (c) hosting fees (if applicable); and
  - (d) Additional miscellaneous costs.

### E3.4 Business Requirements

Feature	Feature Description
Task/ Project Management	Shall provide the ability for project team members to view and/or receive reminders regarding when planned work should begin and end
Task/ Project Management	Shall provide the ability for project team members to indicate what percentage of work has been completed on a task, so that project manager knows if team is on schedule
Task/ Project Management	Shall provide the ability to view project schedule or tasks in a list view and Gantt chart view
Task/ Project Management	Shall provide the ability to view project schedule or tasks in a calendar view
Task/ Project Management	Shall provide the ability to view project schedule or tasks in a Kanban view
Task/ Project Management	Shall provide the ability for project manager to view at a glance which tasks have been completed on time and which tasks are late, so that corrective action can be taken
Task/ Project Management	Shall provide the ability for a team member and project manager to provide comments on tasks (both their own and those of other team members)
Task/ Project Management	Shall provide the ability for project manager or team member to attach documents to tasks, approval requests, intake documents, project portal, or other project artifacts, so that more details about a task can be provided to other team members; shall provide the ability to create a central repository of critical project documents. Documents can include: project communication plan in Word, project initiation document in Word, relevant email messages, project-related documents in Teams, video files of status reports etc.
Task/ Project Management	Shall provide the ability to attach links from project artifacts to documents stored in enterprise document repository e.g. FileNet.
Task/ Project Management	Shall provide the ability to capture project status information such as project phase; overall project status based on status of component health indicators such as schedule status and budget status; and text description of status (for details). <ul style="list-style-type: none"> <li>• Status update information shall include attachments or links to related documentation for example a link to status update video.</li> </ul>
Task/ Project Management	Shall provide issue logs containing issue information such as submitter information, type of issue (e.g. product defects, performance issues), and issue detail information <ul style="list-style-type: none"> <li>• Issues can be captured by and displayed to external users</li> <li>• Issues can be integrated with workflow, e.g. interested users are automatically notified when an issue belonging to a particular category is created (SEE ALSO Automated Workflows)</li> </ul>
Task/ Project Management	Shall provide the ability for project manager to set project milestones and report on whether the project has met its targeted milestones
Task/ Project Management	Shall provide the ability to copy project tasks common to multiple projects from one project to another, OR ability to create a project template for these types of projects, e.g. policy projects

Task/ Project Management	Shall provide the ability to create a program with multiple child projects
Expenses and Costs	Shall provide the ability to calculate and display actual vs planned/ budgeted costs
Expenses and Costs	Shall provide the ability for a Resource or project manager to assign a rate to resources (both internal and external resources) so that he/she can view and report on project costs for user-selected time periods (day, week, month, year, from/to dates, project phase)
Expenses and Costs	Shall provide the ability to capture and report on project costs in pre-defined cost categories such as unit costs, tax, interest; ability to indicate whether costs are tax-exempt and to automatically apply a tax calculation
Expenses and Costs	Shall provide the ability to categorize costs into pre-defined categories such as: Hardware, Software, SaaS, Professional Services, Internal, Other etc.
Expenses and Costs	Shall provide the ability to apply and display calculations to budget and actuals such as: remaining budget; percent spent; percent left; budget variance.
Portfolio Management	Shall provide the ability for business user to submit an intake form describing business needs, so that the area handling project intake requests has the data it needs to begin investigation of the initiative.
Portfolio Management	Shall provide the ability to populate project data automatically from the intake data when a new project is created using the standardized templates. <ul style="list-style-type: none"> <li>• Only selected information is brought over to the project such as project name, project description etc.</li> <li>• The data from the intake form is saved and when the intake request is approved the information is automatically moved to project data and does not need to be re-entered</li> </ul>
Portfolio Management	Shall provide the ability for individuals with appropriate access rights to: <ul style="list-style-type: none"> <li>• select/ approve what projects will be done and</li> <li>• schedule the projects (assign start date)</li> </ul>
Resource allocation	Shall provide built-in resource allocation functionality OR shall integrate with resource allocation management tools, e.g. Meisterplan
Resource allocation	Shall provide the ability for resource managers to see the work assigned to all their resources across all projects at a glance, so that he/she can see which resources are under- or over-allocated and can take steps to level out resource usage
Resource allocation	Shall provide the ability to change assignments and/or project start/ end dates easily (with just a few clicks) so that departments which have a large number of small projects and a steady stream of new requests for projects can quickly adjust project timelines without having to change the start and end date for each individual resource's allocation to that project.
Resource allocation	Shall provide the ability to associate skills or roles to resources, so that resource manager can view resources with particular skillsets (e.g. C#, business analysis) who are available
Project Dashboard	Shall provide a dashboard that displays a consolidated view of a project
Project Dashboard	Shall provide the ability for project manager or system administrator to select what information to display on dashboard, e.g. scheduled end date, duration, current status report information, schedule overview.

Project Dashboard	Shall provide the ability to provide summarized or calculated data on dashboard, e.g. percentage complete, summarized budget and cost information, and other project delivery KPIs
Project Dashboard	Shall provide the ability to present project data in the project dashboard as graphs or charts for comparison, trending etc. Shall provide the option to present the data in selected chart styles (column, line, pie, bar etc.) and modify the chart style when needed.
Project Dashboard	Shall provide the ability to drill down from project dashboard to detailed project documents such as project schedule, project budget etc.
Portfolio Dashboard	Shall provide the ability to attach user-defined attributes to projects (e.g. maintain vs enhance vs compliance/legislative, infrastructure vs applications, service delivery KPIs) so that user can roll up costs, forecasts, timelines and other project data for programs or portfolios
Portfolio Dashboard	Shall provide a dashboard that displays a consolidated view of all the projects in the portfolio
Portfolio Dashboard	Shall provide the ability to roll up projects into programs and portfolios using multiple tiers. For example, projects roll up into a program within a department; major capital projects and programs from all departments roll up into a single CIO-level view that is segmented by service portfolio (the service the project or program supports)
Portfolio Dashboard	Shall provide the ability for project manager or system administrator to select what information to display on portfolio dashboard, e.g. Gantt chart view of all projects/programs, project status, whether the initiative is a project or a program, department, budget, actuals
Portfolio Dashboard	Shall provide the ability to provide summarized or calculated data on portfolio dashboard, e.g. variance between budget and actual
Portfolio Dashboard	Shall provide the ability to present data for a portfolio as graphs or charts on the portfolio dashboard for comparison, trending etc. Option to present the data in selected chart styles (column, line, pie, bar etc.) and modify the chart style when needed.
Portfolio Dashboard	Shall provide the ability to drill down, from the portfolio dashboard, to detailed project information such as project schedule, project status indicators and other project data
Automated Workflows	Shall provide the ability to configure and distribute a form to collect information from users both internal and external to the city. When completed the information populates project data and can be used in project reporting. Information collection can include feedback on deliverables, project update information, feedback on issues etc.
Automated Workflows	Shall provide the ability to configure alerts, send a reminder, request an update, or send a request for approval based on project events (e.g. project is created, intake form is submitted, data is entered in a particular field, an assigned task is late) or based on a schedule (date/time or frequency such as every two weeks for a status update)
Automated Workflows	Shall provide user-configurable automated workflows, e.g. request for project approval flows from requester to sponsor, and PMO is then alerted. Forks in workflow can be defined based on project data or project attributes (e.g. projects with budget over \$X need to be approved by Y)
Automated Workflows	Shall provide the ability to configure unique automated workflows on a per-project basis
Automated Workflows	Shall provide the ability to configure automated workflows through the graphical user interface of the solution, and without requiring programming

Automated Workflows	Shall provide the ability to configure automated reminders based on a pre-defined schedule (e.g. weekly or monthly), or a specific date and time. For example, a front-end user can set a reminder for a task completion date or a specific calendar date, a project manager can set a weekly reminder to update project status report information, etc.
Automated Workflows	Shall provide the ability to configure update requests for activities or tasks. Update requests can be sent from the application to anyone (including external users). The fields to be updated can be specified and a customized message can be included.
Automated Workflows	Shall provide the ability for a sponsor, manager or other stakeholder to request approvals. <ul style="list-style-type: none"> <li>Approvals of project artifacts (including documents) are tracked and managed through the tool, e.g. project charter, business requirements document</li> </ul>
Configurability	Shall provide the ability to sort and filter project data in any project view.
Configurability	Shall provide the ability to filter project data by multiple criteria, and save filters for reuse.
Configurability	Shall provide the ability for a user to add custom data fields to an existing project (no programming required) through configuration as needed using pre-defined field formats
Configurability	Shall provide the ability for an administrator to configure standardized templates for project documents such as: project budget, project schedule, risk log, issue log, status report etc.
Configurability	Shall provide the ability for an administrator to modify the standardized templates that are used to create a project/program when the project/program information requirements change.
Configurability	Shall provide the ability to update project information in one location, and have that change reflected in all parts of the system that reference that information (i.e. double data-entry is not required to update project information). For example, Project information captured during intake such as Project Name is referenced by the project documents. If it is changed in the Intake data the change is reflected anywhere the project name is used and does not need to be updated in more than one location.
Reporting	Shall provide the ability to make project details and status reports available to external stakeholders and funders
Reporting	Shall provide the ability to run reports/create views of project, program or portfolio data for user-selected time periods (day, week, month, year, from/to dates)
Reporting	Shall provide the ability to create/configure reports and views based on project data such as: overdue tasks for a project, tasks completed for a specified period, tasks about to start in a specified period.
Reporting	Shall provide the ability to pull projects into reports or views based on program, portfolio, project attributes such as project health (red, yellow, green), and/or department
Reporting	Shall provide the ability to automatically generate status reports that include user-defined project data (e.g. project phase, project status, rolled-up project schedule) and project data to date such as remaining budget
Integrations	Shall provide the ability to export project data to Excel
Integrations	Shall provide the ability to import project data from Excel
Integrations	Shall provide the ability to integrate with standard business applications, including Teams, Office 365, FileNet, and SharePoint.

Integrations	Shall provide the ability to load (import) project data from an external business system
Integrations	Shall provide the ability to extract (export) project data from an external business system
Security	Shall track and provide the ability to view the history of all activity in the project (e.g. history of document views, field updates, deletes, who made the change etc.)

#### **E4. RECORDS MANAGEMENT REQUIREMENTS**

E4.1 All information shall be retained unless otherwise approved in writing by the City of Winnipeg.

E4.2 To satisfy City of Winnipeg recordkeeping requirements, the system shall:

- (a) Assign records management actions to users based on roles (e.g., create, read, modify, delete, etc.);
- (b) Manage and maintain records and their associated metadata within the system for the duration of a project plus 3 years;
- (c) Provide the ability to mark projects as “closed” or “terminated” upon completion or termination;
- (d) “Declare” (lock down) project records so that no more changes or additions can be made and so that it cannot be deleted before the retention has been met, once project is marked as closed or terminated. Project records may still be referenced in a Read/View capacity;
- (e) Trigger the system to begin retention of all project records and associated metadata for 3 years, once a project is marked as closed or terminated;
- (f) Generate reports or prompts to indicate when projects have reached the end of their retention and are eligible for legal destruction;
- (g) Allow users with appropriate role-based access to permanently delete project records that have been authorized for legal destruction;
- (h) Produce a certificate or report of deletion of records and associated metadata;
- (i) Provide the functionality of exporting project records and associated metadata into human-readable formats for manual recordkeeping and management in external locations; and
- (j) Produce a report detailing success or failure during the export process (including identification of those records which generated errors or were not successfully exported.