



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 430-2023

COMPUTER ASSISTED MASS APPRAISAL (CAMA) SOLUTION

RFQ RELEASE DATE: JUN 02, 2023

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Calendar Day**" means the period from one midnight to the following midnight;
- (c) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) "**City Council**" means the Council of the City of Winnipeg;
- (e) "**Contract**" means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (f) "**Contract Administrator**" means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (g) "**Contractor**" means the person undertaking the performance of the work under the terms of the Contract;
- (h) "**may**" indicates an allowable action or feature which will not be evaluated;
- (i) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (j) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (k) "**Proponent**" means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (l) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (m) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (n) "**Solution**" means the product or system proposed by the Proponent that would meet the business needs of the City of Winnipeg
- (o) "**Submission or Qualification Submission**" means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (p) "**Submission Deadline**" means the time and date for final receipt of Submissions;
- (q) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (r) "**Work**" or "**Works**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

B2. EXECUTIVE SUMMARY

B2.1 The purpose of this Request for Qualification (RFQ) is to seek proposals from Proponents for a new Computer Assisted Mass Appraisal (CAMA) Solution. The City of Winnipeg is seeking a new Solution as the existing system is becoming outdated and nearing the end of its life. The goal is

to select a new modern, efficient, and flexible CAMA system that will meet current and future needs. The CAMA Solution will be used by the City's Assessment and Taxation Department to assess and value properties for the purpose of taxation. The system needs to have the capability of handling a large volume of data and generate accurate assessments. Additionally, it should be user-friendly and intuitive, allowing valuation staff to quickly navigate and input data. The Proponent must have experience in providing a CAMA Solution to local government entities and should have a track record of successful implementations. The Proponent should also provide training and ongoing support to ensure a seamless transition and optimal use of the system. Interested Proponents are requested to submit their responses that include a description of their proposed Solution and how they meet the qualifications as described in the submission requirements. The Proponent should also provide case studies to demonstrate their experience and expertise in providing CAMA Solutions. After careful consideration of the proposals, the City will select the Proponents that best meets its needs and release the Request for Proposal (RFP) to the shortlisted Proponents.

B3. BACKGROUND

B3.1 The City of Winnipeg currently uses a CAMA system for property assessment purposes that is nearing the end of its life. The current system requires multiple interfaced systems that are integrated with Assessment Data and Valuation Information System (**ADVIS**) providing CAMA Solution. The City of Winnipeg is on a critical path to replace ADVIS (Q2 2027), and a new Solution needs to be selected to reduce operational and security risks.

B4. VISION / PURPOSE

B4.1 The City of Winnipeg is aiming to replace their existing Assessment Data and Valuation Information System (ADVIS) with a modern, flexible, and user-friendly CAMA system that can handle a large volume of data and generate accurate assessments efficiently. The new Solution should provide enhanced functionality, a more intuitive user interface, and a seamless integration with their existing property assessment and taxation systems. The desired outcome of this project includes continued accuracy and efficiency of property assessments, and better customer service for the City of Winnipeg residents. The anticipated benefits of the new CAMA Solution are increased productivity and improved risk management. The expectation is that the new Solution will provide the City of Winnipeg with better data analysis tools, allowing the City to make data-driven decisions about property assessments and taxation. The City aims to implement the new CAMA Solution within a reasonable timeframe and minimize any disruption to the current property assessment and taxation processes. The City anticipates that the new system will be able to evolve over time and continue to meet the needs as they change in the future. A Request for Proposal (RFP) will be rolled out to the shortlisted Proponents who successfully qualify under this RFQ. The RFP will be aimed at selecting a Contractor hosted CAMA Solution that is modern, functional, always up to date, and fully managed by the Contractor. The project objectives would be to:

- Modernize and improve the reliability of current technology platform
- Launch new product capabilities faster through Contractor and CAMA community led enhancement decisions
- Provide faster implementation service with standard Contractor defined process and capacity to drive rapid client adoption of new capabilities, while improving overall infrastructure capability
- Allow teams to focus on core business

B5. WINNIPEG

B5.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and

Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.

- B5.2 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf
- B5.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- B5.4 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>
- B5.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

B6. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B6.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents providing a CAMA Solution that can handle a large volume of data and generate accurate assessments efficiently.
- B6.2 The City invites qualified Proponents to submit a Qualification Submission in response to this RFQ.
- B6.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist up to four (4) of the most qualified Proponents. Only those Proponents on the shortlist will be invited to further submit a more detailed proposal.

B7. SCOPE OF WORK

- B7.1 The Work to be done under the subsequent Contract shall consist of:
- (a) **Assessment and Planning**
 - (i) Outline a detailed project plan that includes timelines, milestones, and deliverables
 - (ii) Identify the necessary hardware, software, and personnel resources for the project (both for the Contractor and the City)
 - (b) **System Design and Development**
 - (i) Recommend software solution to replace CAMA system that can interface with tax billing and collection functionality within the City
 - (ii) Implement the recommended software solution
 - (iii) Integrate the new system with existing databases and software applications
 - (iv) Implement best practices for data quality assurance and quality control
 - (v) Outline how the proposed Solution provides a user authentication and access control system
 - (c) **System Testing and Training**
 - (i) Outline comprehensive testing plan to ensure the new CAMA system that can interface with tax billing and collection functionality and meets technical and functional requirements
 - (ii) Outline a training program for staff and stakeholders
 - (iii) Outline how technical support will be provided for the new implemented systems
 - (d) **System Implementation and Maintenance**
 - (i) Outline a plan for migrating data from the existing legacy systems to the new CAMA system

- (ii) Outline the implementation plan of the new system in a phased approach to minimize disruption to business operations
- (iii) Outline a maintenance and support plan for the new system, including regular software updates, backup and disaster recovery planning, and database management
- (iv) Outline a plan for ongoing system evaluation, improvement and security
- (e) **Architecture & Reporting**
 - (i) Outline and implement best in class architecture for the Solution. The architecture must cover the following domains – Business, Application, Information, and Technology
 - (ii) Outline and implement best in class reporting including customized reports

At a high-level, the City of Winnipeg is looking for a Contractor hosted CAMA Solution that would address the following use cases:

CAMA Valuation:

Use Case	Functionality	Description
Parcel Maintenance	Mapping/ Ownership	Replot process (parcel split or combination) integration with the Land Titles Office (LTO) and workflow-driven actual mapping, showcasing audit trail feature, copy function, and document management for before-and-after visualization.
	Data Collection/New Construction/ Building Permit	Field Collection: Collect data in the field using paper or devices, updating building permits and managing workflow, with focus on GIS integration and multi-use properties. Provide updated values where appropriate and showcase the ability to show a value estimate without saving to the current roll. For example, a separate version of current roll referred to and stored as an "Estimate Roll".
		Desktop Collection: Manage desktop data collection with aerial and street level images, CAMA system functionality, project setup, and tracking of changes for neighborhoods or work projects.
		Online Data Collection: Collect income and expense data online, showcasing the process and data collection methods used for previous clients.
	Sales Data	Create a property sale workflow process from LTO record update to sales validation completion, including workflow initiation, letter generation, sale validity review, property data collection, snapshot capture of data in an independent sale roll, and sales workflow finalization.
Parcel Valuation	MRA/Market	Multiple Regression Analysis (MRA) or other model techniques used for valuing residential property, including model integration, storage, statistical testing, and capability for selecting comparable sales and making adjustments.
	Income	MRA or other model techniques used for applying an income approach to property valuation, including whether the model is run externally or within the CAMA system, storage of model details, and statistical testing methods.
	Cost	Show how the Proponent utilizes the cost approach to value (and what variables are used). The preference here is for Marshall & Swift but the City is open to other options.
	Land Valuation	MRA or other model techniques for valuing vacant land, examining whether the model is run externally or within the CAMA system,

		storage of model details, statistical testing, and audit trail capabilities within the CAMA system.
Personal Property	Personal Property	Property categorization as a separate (from real property) personal property roll. Show how values are calculated from applicable statutory rates.
Business Valuation	Business Valuation	Demonstrate in a commercial property, with multiple tenants, how the system distinguishes and manages a business assessment for each tenant. Calculate annual rental value for the business valuation and incorporate source systems to ensure timely updates for tenant changes. Ability to maintain a separate Business Roll for the purpose of business taxation.
Appeals	Appeals	Appeal process to track appeals, follow workflow steps, generate evidence for submission to appeals tribunals, and allow easy modification of pre-defined reports. Integration with City Clerk's appeal system for seamless case management.
Ownership Change Notices Procedures	Ownership	Ownership update management across systems, ensuring a reliable source of information. The evaluation includes process, frequency, future updates, separate addresses, and linking multiple properties to one owner/agent.

B8. GENERAL CONDITIONS

B8.1 The *General Conditions for Supply of Services* (Revision 2020 01 31) are applicable to the Work of the Contract.

B8.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

B9. PROJECT SCHEDULE

B9.1 The City intends to complete the evaluation of the Qualification Submissions by **July 14, 2023** and proceed with the issuance of an RFP by **July 17, 2023**.

B9.2 Details on the RFP schedule will be provided to the shortlisted Proponents at the completion of the RFQ stage. The City intends to complete the RFP stage by **October 06, 2023**.

B9.3 Estimated Preliminary Schedule

Phase	Approximate Due Date(s)
1. Proponent to submit enquiries on RFQ	June 15, 2023
2. RFQ Response Submission	June 27, 2023
3. Evaluation/Shortlist of Proponents	July 14, 2023
4. RFP Issuance (Only for top Proponents)	July 17, 2023
5. Evaluation/Selection of Proponent	October 06, 2023

B10. PROCUREMENT PROCESS

B10.1 The first stage of the procurement process for the Project is this RFQ. The City intends to shortlist up to four (4) Proponents to participate in the second stage of the procurement process, the RFP.

B10.2 Following completion of the RFQ stage, Proponents will be invited to provide detailed proposals in response to an RFP that will be structured following best practices used in other Canadian jurisdictions. The RFP will include several submission stages related to technical, financial and, if needed, innovation components. The City will evaluate the detailed proposals received from the Proponents and select the preferred Proponent for the purposes of concluding the Contract. Details on the RFP process will be provided to the Proponents at the completion of the RFQ stage.

B10.3 Upon completion of the RFP stage, the City's Project Team intends to make a recommendation for award of the Contract. Award of the Contract to the recommended Contractor will be subject to final approval.

B11. DISCLOSURE

B11.1 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.

B11.2 The Persons are:

- (a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent 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 Bids 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 their participation in the RFQ process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFQ process) of strategic and/or material relevance to the RFQ process or to the Work that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B12.3 In connection with their Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ 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.

B12.4 Without limiting B12.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, 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 their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. ENQUIRIES

B13.1 All enquiries shall be directed to the Contract Administrator identified in B14.

B13.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator. Any clarifying questions Proponents may have related to this RFQ shall be submitted in **430-2023_Form 3 - RFQ Proponent Questions** attached to the RFQ package.

B13.3 If the Proponent finds errors, discrepancies or omissions in the document, 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 seven (7) Business Days prior to the Submission Deadline.

B13.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B13.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B13.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B11 unless that response or interpretation is provided by the Contract Administrator in writing.

B13.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B14. CONTRACT ADMINISTRATOR

B14.1 The Contract Administrator is:
Jennifer Lloyd
Deputy City Assessor
Telephone No: 204-986-8192
Email Address: JenniferLloyd@winnipeg.ca

B15. ADDENDA

- B15.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B15.2 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.
- B15.3 Addenda will be available on the MERX website at www.merx.com.
- B15.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B15.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B15.6 Notwithstanding B13, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B14.

B16. CONFIDENTIALITY AND PRIVACY

- B16.1 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.
- B16.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B16.3 The Proponent is advised that any information contained in any 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).

B16.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for their internal review process and to provide such copies to their staff and/or external advisors and representatives.

B16.5 The City reserves the right to post the names of the shortlisted Proponents, or otherwise make this information public at the end of the RFQ selection process.

B16.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

B17. NON-DISCLOSURE

B17.1 Proponents must not disclose any details pertaining to their Qualification Submission and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.

B17.2 Proponents are advised that an attempt on the part of any Proponent or any of their employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ, may lead to disqualification.

B18. NO COLLUSION

B18.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B18.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B19. NO LOBBYING

B19.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B20. ELIGIBILITY

B20.1 No Persons involved with the City or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent RFP.

B21. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B21.1 Qualification Submissions will not be opened publicly.

- B21.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at www.merx.com.
- B21.3 The Proponent is advised that any information contained in any Qualification Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B21.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B21.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

SUBMISSION INSTRUCTIONS

B22. SUBMISSION DEADLINE

- B22.1 The Submission Deadline is **4:00 p.m. Winnipeg time, June 27, 2023**.
- B22.2 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 B22.1.

B23. QUALIFICATION SUBMISSION

- B23.1 The Qualification Submission should consist of the following components:
- (a) 430-2023_Form A - Qualification Submission;
 - (b) 430-2023_Form 1 - RFQ Response Submission; and
 - (c) 430-2023_Form 2 - Proponent's Self-Assessment.
- B23.2 The Qualification shall be submitted electronically through MERX at www.merx.com.
- B23.2.1 Qualifications will **only** be accepted electronically through MERX.
- B23.3 All requirements of the RFQ should be fully completed or provided and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B23.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B30.1(a).
- B23.5 All Submissions received in response to this RFQ will be kept in confidence with the sole purpose of evaluating and developing the best possible strategic option for the City.
- B23.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- B23.7 The City reserves the right to make additional copies of all Submissions for their internal review process and to provide such copies to their staff and external advisors.

B24. FORM A: QUALIFICATION SUBMISSION

- B24.1 Further to B23.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.

- B24.2 Paragraph 2 of Form A: Qualification Submission shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B24.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B24.2.
- B24.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.
- B24.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:
- (a) if the Proponent is sole proprietor carrying of business in their own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B24.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.
- B24.6 If a Submission 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 Submission, shall be both jointly and several.

B25. UNFAIR LABOUR PRACTICES

- B25.1 The Contractor declares that in bidding for the Work and in entering into a Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang--en/index.htm> conventions as ratified by Canada.
- B25.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- B25.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- B25.4 Failure to provide the evidence required under B25.3, may be determined to be an event of default in accordance with [C18](#).

- B25.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- B25.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- B25.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause B25.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- B25.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

B26. SUBSTITUTIONS

- B26.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute, Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B27. INTERVIEWS AND PRODUCT DEMONSTRATIONS

- B27.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.
- B27.2 The Contract Administrator may, in their sole discretion, ask Proponents to provide product demonstrations to given scenarios. The City expects that the Proponent would be demonstrating a functional version of their proposed Solution. The demonstration is to be made available within fifteen (15) Calendar Days of the Contract Administrator providing notice to the Proponent.
- B27.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or product demonstrations.

B28. NON-CONFORMING SUBMISSIONS

- B28.1 Notwithstanding B23.1, if a Proponent’s Submission is not strictly in accordance with any provision of this RFQ, the City may, at their option:
- (a) waive the non-conformance if, in the City’s opinion, the non-conformance is immaterial; or
 - (b) reject the Submission as non-responsive if, in the City’s opinion, the non-conformance is material.
- B28.1.1 If the non-conformance is an omission, the City may, at their discretion, give the Proponent up to five (5) Business Days to supply the omitted material.

B28.2 If the requested information is not submitted by the time specified in B28.1.1, the Submission will be determined to be non-responsive.

B29. PROPONENT’S COSTS AND EXPENSES

B29.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

B30. EVALUATION CRITERIA

B30.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

EVALUATION CATEGORY	WEIGHTING (%)
(a) Conformance to Mandatory Requirements or acceptable deviation therefrom	Pass/Fail
(b) Solution Overview and Capabilities	25
(c) Ability to meet CAMA requirements	25
(d) Experience of Proponent	20
(e) High-level implementation plan and timeline	15
(f) Architecture Capabilities	15
Total Score	100

B30.2 Further to B30.1(a) and B28, the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B30.3 Further to B30.1(b), Solution overview and capabilities shall be evaluated considering the information submitted in accordance with 430-2023_Form 1 - RFQ Response Submission.

B30.4 Further to B30.1(c), Ability to meet CAMA requirements shall be evaluated considering the information submitted in accordance with 430-2023_Form 2 - Proponent's Self-Assessment.

B30.5 Further to B30.1(d), Experience of Proponent shall be evaluated considering the information submitted in accordance with 430-2023_Form 1 - RFQ Response Submission.

B30.6 Further to B30.1(e), High-level proposed implementation plan and timeline shall be evaluated considering the information submitted in accordance with 430-2023_Form 1 - RFQ Response Submission.

- B30.7 Further to B30.1(f), Architecture related capabilities shall be evaluated considering the information submitted in accordance with 430-2023_Form 1 - RFQ Response Submission.
- B30.8 The City reserves the right to conduct an independent verification of information in any Submission received and generally pertaining to the response submitted by the Proponent.
- B30.9 The City may, in their sole discretion, request for interviews and demonstrations to any or all Proponents during the evaluation process, to provide clarification or additional information in relation to their Submission in accordance with B27.
- B30.10 Further to B30.3 to B30.7 a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 50% of the points for each category.

B31. NO CONTRACT

- B31.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.
- B31.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the RFP stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to their Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the RFP, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B31.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B31.4 If the City proceeds to request a more detailed proposal, only to Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
 - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- B31.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B31.6 Following the conclusion of the procurement process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.