



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 486-2023

COMPUTER ASSISTED MASS APPRAISAL (CAMA) SOLUTION

RFP RELEASE DATE: JUL 25, 2023

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 COMPUTER ASSISTED MASS APPRAISAL (CAMA) SOLUTION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, **Friday, August 25, 2023**.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D8.

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. Any clarifying questions Proponents may have related to this RFQ shall be submitted in **486-2023_Form 5 - RFP Proponent Questions** attached to the RFP package.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

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

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

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D8.

B6. SUBSTITUTES

- B6.1 The Work is based on the services 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 service or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B23.
- 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) 486-2023_Form 1 - Self Assessment - Functional Requirements;
 - (b) 486-2023_Form 2 - Self Assessment - Non-functional Requirements;
 - (c) 486-2023_Form 3 - Self Assessment - Architecture Requirements; and
 - (d) 486-2023_Form 4 - RFP Response Submission.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(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.

B7.9 Estimated Preliminary Schedule:

Phase	Approximate Due Dates
Issue Date of RFP	25 July 2023
Notification of Invitation to Demonstration	11 August 2023
Deadline for Questions	17 August 2023
Submission Deadline	25 August 2023
Scripted Demonstrations	04 September 2023 to 29 September 2023

B8. PROPOSAL

B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding [C12.2.3](#), prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

- B9.1.2 Prices stated in response to B9.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D22. Any such costs shall be determined in accordance with D22.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10. FORM 1 – SELF ASSESSMENT - FUNCTIONAL REQUIREMENTS (SECTION C)**
- B10.1 Proponent shall complete **486-2023_Form 1 - Self Assessment - Functional Requirements**, making all required entries.
- B11. FORM 2 - SELF ASSESSMENT - NON-FUNCTIONAL REQUIREMENTS (SECTION D)**
- B11.1 Proponent shall complete **486-2023_Form 2 - Self Assessment - Non-functional Requirements**, making all required entries.
- B12. FORM 3 - SELF ASSESSMENT - ARCHITECTURE REQUIREMENTS (SECTION E)**
- B12.1 Proponent shall complete **486-2023_Form 3 - Self Assessment - Architecture Requirements**, making all required entries.
- B13. FORM 4 - RFP RESPONSE SUBMISSION (SECTION F)**
- B13.1 Proponent shall complete **486-2023_Form 4 - RFP Response Submission**, making all required entries.
- B14. PRODUCT DEMONSTRATION**
- B14.1 The following are use cases for selected business services outlined in Attachment B. They are intended to generally convey how will key business processes at City work with the proposed Solution, what human-system interactions and automated support could be like in the proposed Solution. These use cases are not intended to be a complete representation of all use cases to be supported by the proposed Solution and should be read in conjunction with the rest of this RFP. It is recognized that each Proponent Solution has different ways to achieve the same business objective – e.g., product-unique methods or processes to complete an industry-standard valuation, to issue assessment notices. City of Winnipeg’s Assessment and Taxation Department is open to other approaches to service delivery and seeks to use this RFP process to understand the Proponent Solution and how its best practices may add value.
- B14.2 The following business services are detailed out in the Use Cases provided as part of **486-2023_Attachment B - Use Cases**.
- (a) Use Case 1A: Parcel Maintenance – Mapping / Ownership
 - (b) Use Case 1B: Parcel Maintenance – Data Collection / New Construction / Building Permit
 - (c) Use Case 1C: Parcel Maintenance - Income & Expense Data Collection
 - (d) Use Case 1D: Parcel Maintenance – Sales Data
 - (e) Use Case 2A: Parcel Valuation – Multiple Regression Analysis (MRA) / Market
 - (f) Use Case 2B: Parcel Valuation – Income

- (g) Use Case 2C: Parcel Valuation – Cost
- (h) Use Case 2D: Parcel Valuation – Land Valuation
- (i) Use Case 3: Personal Property
- (j) Use Case 4: Business Valuation
- (k) Use Case 5A: Appeals - Board of Revision (BOR)
- (l) Use Case 5B: Appeals - Municipal Board
- (m) Use Case 6: Reporting

B15. DISCLOSURE

B15.1 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.

B15.2 The Persons are:

- (a) N/A

B16. CONFLICT OF INTEREST AND GOOD FAITH

B16.1 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.

B16.2 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.

B16.3 In connection with its Proposal, each entity identified in B16.2 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.

- B16.4 Without limiting B16.3, 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.
- B16.5 Without limiting B16.3, 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 B16.4 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.
- B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B17. **QUALIFICATION**

- B17.1 Only Proponents that have been qualified under RFQ 430-2023 are eligible to bid on this project. Qualified Proponents in alphabetical order are:
- (a) ESRI Canada Limited;
 - (b) MPAC (Municipal Property Assessment Corporation); and
 - (c) Tyler Technologies, Inc.
- B17.2 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.
- B17.3 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>
- B17.4 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work;

- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B17.5 and D9).

B17.5 Further to B17.4(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B17.6 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.

B18. **OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B18.1 Proposals will not be opened publicly.

B18.2 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.

B18.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B18.3.1 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.

B18.4 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.

B19. **IRREVOCABLE OFFER**

B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20. **WITHDRAWAL OF OFFERS**

B20.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B21. **INTERVIEWS**

B21.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B21.2 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.

B22. NEGOTIATIONS

- B22.1 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.
- B22.2 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.
- B22.3 If, in the course of negotiations pursuant to B22.2, 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.

B23. EVALUATION OF PROPOSALS

- B23.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:
- (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 B17 – **Pass/Fail**
 - (c) Total Bid Price – **15%**
 - (d) Form 1 – Self Assessment - Functional Requirements (Section C) – **10%**
 - (e) Form 2 - Self Assessment - Non-functional Requirements (Section D) – **4%**
 - (f) Form 3 - Self Assessment - Architecture Requirements (Section E) – **4%**
 - (g) Form 4 - RFP Response Submission (Section F)
 - (i) Experience and capacity – **7%**
 - (ii) Solution approach – **5%**
 - (iii) Support and future enhancement approach – **7.5%**
 - (iv) Architecture – **2.5%**
 - (h) Product demonstration – **45%**
- B23.2 Further to B23.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B23.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23.5 Further to B23.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D5.4.
- B23.6 Further to B23.1(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.

- B23.6.1 Further to B23.1(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.
- B23.7 Further to B23.1(d), Form 1 – Self Assessment - Functional Requirements (Section C) will be evaluated considering the Proponent's ability to meet the functional requirements, in accordance with B10.
- B23.8 Further to B23.1(e), Form 2 - Self Assessment - Non-functional Requirements (Section D) will be evaluated considering the Proponent's ability to meet the non-functional requirements, in accordance with B11.
- B23.9 Further to B23.1(f), Form 3 - Self Assessment - Architecture Requirements (Section E) will be evaluated considering the Proponent's ability to meet the architecture related requirements, in accordance with B12.
- B23.10 Further to B23.1(g), Form 4 - RFP Response Submission (Section F) will be evaluated considering the experience and qualifications of the Proponents on projects of similar size and complexity as well as other information requested, in accordance with B13.
- B23.11 Further to B23.1(h), Product Demonstration will be evaluated considering the Proponent's ability to demonstrate the requested use cases, in accordance with B14.
- B23.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.
- B23.13 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.
- B23.14 This Contract will be awarded for Item No. 1, 2, and 3 only on Form B. Further to D5.1(b), Item No.'s. 4 - 12 will be used for evaluation purposes only, and the potential subsequent award of those items will be determined at a later date.
- B24. AWARD OF CONTRACT**
- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 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.
- B24.2.1 Without limiting the generality of B24.2, 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.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B24.4 Further to Paragraph 7 of Form A: Bid/Proposal and [C4](#), the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

- B24.4.1 The Contract documents as defined in [C1.1\(p\)](#) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B24.5 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D22 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B24.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B24.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

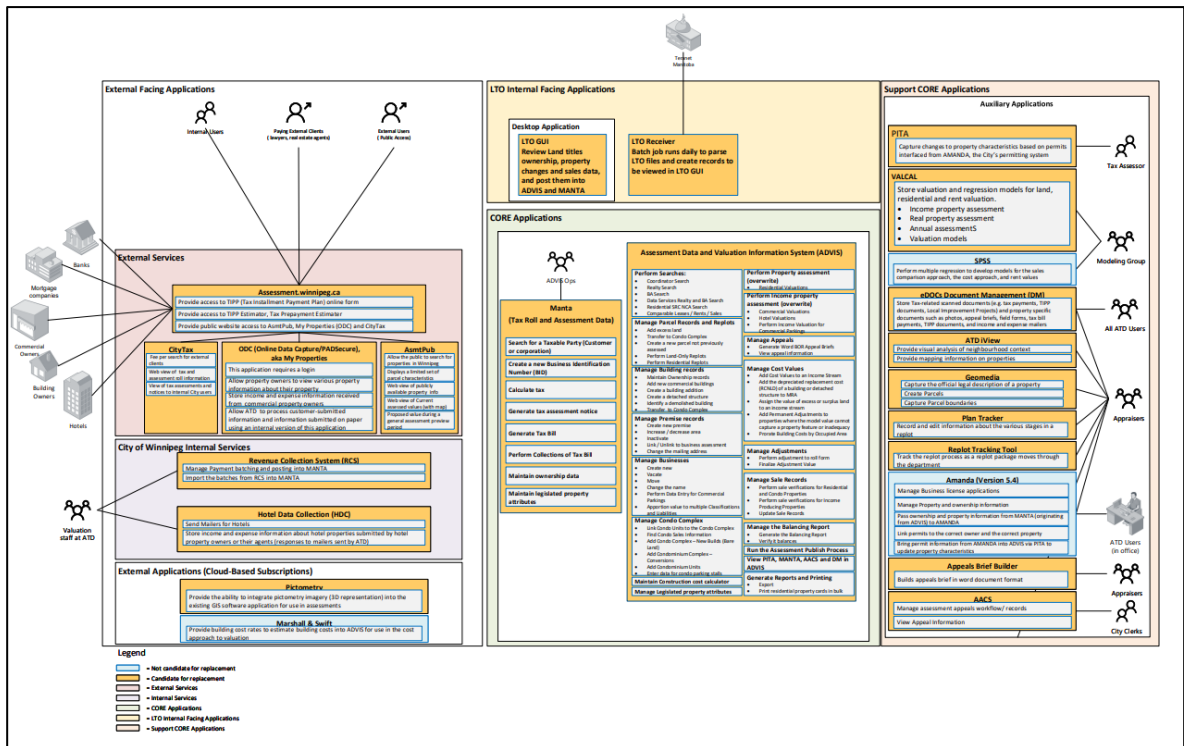
D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. BACKGROUND

D2.1 The City of Winnipeg's Assessment and Taxation Department currently uses a Computer Assisted Mass Appraisal (CAMA) system for assessment (real property, personal property, and business property) purposes that is nearing the end of its life. The current system requires multiple interfaced systems that are integrated with the current CAMA solution called Assessment Data and Valuation Information System (ADVIS). 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.

D3. CURRENT STATE BUSINESS ARCHITECTURE

D3.1 This section provides a brief overview of the current business architecture and highlights their use within City of Winnipeg Assessment and Taxation Department processes. (For details, please refer to Attachment A).



D4. VISION / PURPOSE

D4.1 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 assessment and taxation systems. The desired outcome of this project includes continued accuracy and efficiency of assessments, and better customer service for the City of

Winnipeg residents. The anticipated benefits of the new CAMA Solution are increased productivity and optimized 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 assessments and taxation. The City aims to implement the new CAMA Solution within a reasonable timeframe and minimize any disruption to the current 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. The City of Winnipeg is inviting proposals from qualified Proponents for a new CAMA Solution and the goal of this RFP is selecting a Contractor hosted CAMA Solution that is modern, functional, always up to date, and fully managed by the Contractor. The primary objectives of this project would be to:

- Modernize and enhance 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

D4.2 These primary objectives will drive achievement of the following business goals:

(a) Financial Goals

- (i) Continue to provide an accurate and predictable assessment base for the City of Winnipeg to ensure an equitable distribution of taxes.

(b) Quality Goals

- (i) Continue to have a single reference source for assessment data.
- (ii) Continue to maintain industry standard data quality and integrity.
- (iii) Continue to enhance the accuracy of property data.
- (iv) Continue to have consistent data collection.
- (v) Continue to have enhanced valuation quality.
- (vi) Robust reporting, with management and operational dashboards, and business intelligence.
- (vii) Meet or exceed industry standards in property valuation, including full support for cost, income, and sales (comparison) valuation approaches.
- (viii) Enhanced audit log capabilities and optimize quality control.
- (ix) Enhanced data edits to identify potential data errors.
- (x) Centralized IT quality control.

(c) Efficiency / Costs

- (i) Better ease / use of IT tools with seamless, full support Solution, including field devices.
- (ii) Greater assessor and overall program efficiency.
- (iii) Optimize communication efficiency to maximize cost effectiveness.
- (iv) Shortened valuation time.
- (v) Reduced IT complexity / pressures.
- (vi) Faster and more efficient information sharing.
- (vii) Reduced re-inspection cycles, at least to industry standard of every 6 years.
- (viii) Enhanced overall quality of valuations.
- (ix) Reduced field inspections, reducing City's Assessment and Taxation Department's (ATD's) carbon footprint.
- (x) Efficient, automated, and audited annual base process.
- (xi) Streamlined notice production.
- (xii) Reduced workload pressures through modern CAMA and embedded workflows.

- (xiii) Reduced assessment costs per parcel.

(d) Benefits to stakeholders

- (i) Enhanced access to data and online services.
- (ii) Faster and better-quality service delivery.
- (iii) Support continued equity in the distribution of taxes.
- (iv) More transparency of the City of Winnipeg's assessment program.
- (v) Enhanced public trust.
- (vi) Increased IT security.

(e) Legislative

- (i) Greater agility and responsiveness to change (Policy, legislative, municipal reform).

D5. SCOPE OF SERVICES

D5.1 The Work to be done under the Contract shall consist of:

- (a) **Implementation and Hosting Services** beginning from the Start date – including but not limited to implementation, plug-ins, patches, maintenance, support, perpetual licensing, professional services, hosting, server, licensing during the development period.
- (b) **Ongoing Cost - Year 1 Hosting Services** - including but not limited to plug-ins, patches, maintenance, support, perpetual licensing, annual subscription, hosting, server, licensing cost and ongoing services for a period of one year from the date of “Go Live”, with the option of nine (9) mutually agreed upon one (1) year extensions.

D5.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D5.1.2 Changes resulting from such negotiations shall become effective on the anniversary date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D5.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D5.2 The major components of the Work are as follows:

- (a) Assessment and Planning
- (b) System Design and Development
- (c) System Implementation and Maintenance
- (d) System Testing and Training
- (e) Architecture & Reporting
- (f) Transition of data at the beginning and end of the Contract

D5.3 Notwithstanding D5.1, 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.

D5.4 The funds available for this Contract including D5.1(a) and D5.1(b) are **CAD 4,100,000.00**.

D6. COOPERATIVE PURCHASE

D6.1 The Contractor is advised that this is a cooperative purchase.

- D6.2 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.
- D6.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D6.4 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.
- D6.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D6.6 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 goods;
 - (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 D6.4 and D6.5 will apply.
- D6.7 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.
- D6.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D7. DEFINITIONS

- D7.1 When used in this Request for Proposal:
- (a) “**Configuration**” means any change to the Solution not requiring source code changes completed by the Contractor to provide the specified functionality;
 - (b) “**Customization**” means any change, enhancement, etc. to the Solution requiring source code changes completed by the Contractor to provide the specified functionality;
 - (c) “**Go Live**” means the date on which the Solution is being used in production within the City of Winnipeg;
 - (d) “**Hosting Provider**” means the person providing the EVP Hosting Services, who is also the Contractor;
 - (e) “**Proponent**” means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
 - (f) “**Start Date**” means the date on which the parties agree to commence the Work;
 - (g) “**Services Provider**” means the person providing the Professional Services, which may or may not be the Contractor;
 - (h) “**Solution**” means a software solution provided by the Proponent to meet the needs described in this RFP;
 - (i) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

- (j) **“Use”** means the collection, storage, use, processing, reproduction, modification, disclosure, or destruction of, or access to, Confidential Information;
- (k) **“User”** refers in general to any person making use of the Solution.

D8. **CONTRACT ADMINISTRATOR**

D8.1 The Contract Administrator is:

Jennifer Lloyd

Deputy City Assessor

Telephone No: 204-986-8192

Email Address: JenniferLloyd@winnipeg.ca

D8.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D9. **INFORMATION MANAGEMENT**

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

D9.1 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.

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

D9.2 The Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA, and any Use of Personal Information by the Contractor or its Representatives shall be done pursuant to and in accordance with that Act.

Further to [C23](#), all Confidential Information is and shall remain the property of the City.

D9.3 Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the RFP, the Contract, the Work, the City and/or its Representatives, or the Confidential Information without the prior written authorization of the City.

While this Contract is in effect and at all times thereafter the Contractor shall:

- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
- (b) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
- (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
- (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and

- (e) inform its Representatives of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements.

D9.4 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City), and upon confirmation from the City that said copy is acceptable shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.

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.

D9.5 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.

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.

D9.6 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

D10. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D10.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D10.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D10.1.2 The accessible customer service obligations include, but are not limited to:

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

(g) providing adequate training of staff and documentation of same.

D11. UNFAIR LABOUR PRACTICES

- D11.1 Further to [C3.2](#), the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D11.2 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.
- D11.3 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.).
- D11.4 Failure to provide the evidence required under D11.3, may be determined to be an event of default in accordance with [C18](#).
- D11.5 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.
- D11.5.1 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.
- D11.5.2 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 D11.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D11.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 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.

D13. INSURANCE

- D13.1 The Contractor shall provide and maintain the following insurance coverage if they will be attending any City site in the performance of the Work:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with the City 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;
 - (b) 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. Such coverage may be met through the commercial general liability insurance, where applicable.
- D13.2 The Contractor shall provide and maintain the following insurance coverage to remain in place at all times during the performance of the Work as outlined below:
- (a) Professional liability in the amount of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Such policy to provide for an extended reporting period or remain in effect for twelve (12) months after Total Performance has been reached.
- D13.3 Deductibles shall be borne by the Contractor.
- D13.4 All policies shall be taken out with insurers licensed in the Province of Manitoba.
- D13.5 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in [C4.1](#) for the return of the executed Contract Documents, if applicable.
- D13.6 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.
- D13.7 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 or any of the nine (9) mutually agreed upon one (1) year extensions.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D14.2 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 D12;
 - (ii) evidence of the workers compensation coverage specified in [C6.14](#);
 - (iii) evidence of the insurance specified in D13; and
 - (iv) the direct deposit application form specified in D18.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D15. **SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D15.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D15.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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.
- D15.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D15.4 For any delay related to Supply Chain Disruption 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 D15.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D15.5 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with [C7](#).

CONTROL OF WORK

D16. **RECORDS**

- D16.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D16.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D16.3 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

D17. **INVOICES**

- D17.1 Further to [C12](#), the Contractor shall submit an invoice for each portion of work performed to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204- 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D17.2 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.

D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18. PAYMENT

D18.1 Further to [C12](#), the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D19. PAYMENT SCHEDULE

D19.1 Payment Schedule (Progress Payments)

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

D19.2 Further to [C12](#), payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D20. WARRANTY

D20.1 Warranty is as stated in [C13](#) from the Go-live date.

DISPUTE RESOLUTION

D21. DISPUTE RESOLUTION

D21.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D21.

D21.2 The entire text of [C21.4](#) is deleted, and amended to read: "Intentionally Deleted"

D21.3 The entire text of [C21.5](#) is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D21.4 Further to [C21](#), prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D21.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D21.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D21.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D21.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D21.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in [C1.1\(v\)](#), at which point the parties will be governed by the Dispute Resolution process set out in [C21](#).

THIRD PARTY AGREEMENTS

D22. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D22.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D22.2 Further to D22.1, in the event that the obligations in D22 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in [C7.4](#). In all other respects Funding Costs will be processed in accordance with Changes in Work under [C7](#).
- D22.3 For the purposes of D22:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D22.4 Modified Insurance Requirements
- D22.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

- D22.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D22.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D22.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D22.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D22.5 Indemnification By Contractor
- D22.5.1 In addition to the indemnity obligations outlined in [C17](#) of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided for required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D22.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D22.6 Records Retention and Audits
- D22.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D22.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D22.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other

information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D22.7 Other Obligations

- D22.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D22.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D22.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D22.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D22.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D22.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - 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.
- E1.3 The Solution's End User Licensing Agreement (EULA), as well as any other agreement which the Contractor and/or Services Provider (if applicable) request to have signed, or agreed to, by the City (such as Terms of Service), must either be compliant with all relevant terms of the Contract (including, without limitation, the obligations imposed upon the Contractor and/or Services Provider (if applicable) or be sufficiently negotiable to meet the same standards.

E2. SERVICES

- E2.1 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 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
 - (d) 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
 - (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

BILINGUAL APPLICATION STANDARDS

E3. BILINGUAL LETTERS TO THE RESIDENTS

- E3.1 The City of Winnipeg is a bilingual jurisdiction, with English and French as the two official languages. All the letters and communication that would go out to the residents of Winnipeg should contain both languages.