



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 784-2009

PROVISION OF A COMPUTER ASSISTED MASS APPRAISAL (CAMA) SYSTEM

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Provision of a Computer Assisted Mass Appraisal (CAMA) System

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 4, 2010.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 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. DEPARTMENT AND SITUATION OVERVIEW

B3.1 Jurisdiction and Department

B3.1.1 The City of Winnipeg is located in the province of Manitoba, which is located in south central Canada, just north of North Dakota. It has a population of approximately 700,000 and has one of the most balanced, diverse and stable urban economies in Canada.

B3.1.2 The City of Winnipeg Assessment and Taxation Department (ATD) is responsible for the delivery of assessment and taxation rolls in compliance with the Municipal Assessment Act (MAA) and the City of Winnipeg Charter. The ATD is responsible for approximately 211,000 realty parcels for an approximate 2010 assessment value of \$59 billion and approximately 13,000 business assessment parcels with an approximate 2010 assessment value of \$925 million. Legislation now requires that all parcels are re-assessed every 2 years.

B3.1.3 Our jurisdiction uses all three approaches to value. Residential (vacant and improved), condo, and commercial land parcels are valued using SPSS multiple regression to develop models and then are defended using the sales comparison approach. Special purpose buildings are valued and defended using the cost approach. Income producing properties are valued using the income approach with rent values determined by multiple regression models. The business assessment is based on an Annual Rental Value (ARV= rent + occupancy costs) which is assessed to the owner of the business occupying a premises. Currently, Valuation Staff can make characteristic or income changes and new values are calculated by the system immediately.

B3.1.4 Winnipeg ATD has approximately 129 staff. The complement distribution is as follows:

Category	% of the Permanent Full-Time
Management Executive/Senior Management, Middle and Supervisors	10%
Appraisal/Valuation includes modellers, research staff, data collectors, appeal specialists, etc.	55%
Support/Administration includes IT, quality control/audit, data processing, mapping, call centre, etc.	35%
Total	100%

B3.1.5 The ATD's staff is currently split between two locations. Each staff member has a desktop PC with access to our office software and data. Access is controlled by security profiles built into the systems.

B3.2 Situation

B3.2.1 The City of Winnipeg Assessment and Taxation Department is currently looking to replace the Data Management Tool (DMT) in our Computer Assisted Mass Appraisal (CAMA) system. The system was originally purchased in 1994 from Sigma Systems. The new replacement system will provide improved functionality compared to our current system with the following objectives:

- (a) Support the unique legislative requirements in the Province of Manitoba;
- (b) Improve the quality of the roll, and value all residential, commercial and business parcels using industry standards and best practices;
- (c) Maintain or exceed the reliability and timeliness of parcel additions and adjustments to the Realty and Business assessment rolls, as measured by existing quality standard measures;
- (d) Maintain or exceed the reliability and timeliness of the Realty and Business cycles as defined by legislation;
- (e) Seamless integration of existing satellite systems with the new system;
- (f) Eliminate or at minimum reduce maintenance and licensing costs;
- (g) Maintainable by the City of Winnipeg IT staff through full update access to the new CAMA system's source code;
- (h) Development tools used are common, current and well understood by City of Winnipeg IT staff.

B4. BIDDERS' CONFERENCE

B4.1 The Contract Administrator will hold a Bidders' conference at 457 Main St, Winnipeg, MB from 1 PM to 3 PM on December 16, 2009.

B4.2 The Bidder is advised that, at the Bidders' conference, representatives of the Assessment and Taxation Department and representatives of the project team will open the floor to questions about the Requirements Questionnaire in Attachment B. Questions about other sections of the RFP will be considered if time permits.

B4.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B5.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B5.3 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 Bidders by issuing an addendum.

B5.4 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 Bidder who made the enquiry.

B5.5 The Bidder 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.

B6. CONFIDENTIALITY

B6.1 Information provided to a Bidder by the City or acquired by a Bidder 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.

B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. LIMITATIONS ON COMMUNICATION

B7.1 Any attempt on the part of any Bidder or any of its employees, agents, contractors or representatives to contact and/or lobby any of the City's external advisors, any member of City Administration other than the individual designated for enquiries herein, or any member of City Council or their staff, with respect to this RFP may lead to disqualification.

B8. ADDENDA

B8.1 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.

B8.2 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.

B8.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B8.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B8.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B9. BIDDER'S COSTS AND EXPENSES

B9.1 Bidders are solely responsible for their own costs and expenses in preparing and submitting an RFP submission and participating in the RFP process including the provision of any additional information or attendance at meetings.

B10. SUBSTITUTES

B10.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.

B10.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B10.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.

B10.4 The Bidder 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 material, equipment, method or product as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B10.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.

B10.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B10.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B10.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B10.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may

also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B27.1.

- B10.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B10.10 Notwithstanding B10.2 to B10.9 and in accordance with B12.8, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B28.2(d).

B11. PROPOSED TIMETABLE OF EVENTS

Activity	Deadline Date
RFP Distributed to Bidders	Dec 1, 2009
Bidder's Conference	December 16, 2009
RFP Submission Deadline -Responses Received	January 4, 2010
Assess Written Proposals to Short-List Bidders	January 29, 2010
Product Demos and Presentations	February 15 to 18, 2010
Evaluate Product Demos, Presentations and determine final Short-list rankings.	February 19, 2010
Negotiations & Due Diligence (including Site Visit,)	March 8, 2010
Award Contract	March 8, 2010

B12. PROPOSAL SUBMISSION

- B12.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Attachment A: Executive Summary;
 - (c) Attachment B: Requirements Questionnaire;
 - (d) Attachment C: Pricing Template;
 - (e) Attachment D: Implementation Plans;
 - (f) Attachment E: Resumes of Key Personnel;
 - (g) References;
 - (h) Attachment F: Financial Statements
 - (i) Attachment G: System Architecture Documentation; and
 - (j) Attachment H: Additional information outside of the scope of the preceding list, but which the Bidder deems relevant and necessary in order for the City to properly evaluate their submission shall be included as Attachment H to their submission
- B12.2 All requests for information contained in this RFP must be answered as concisely as possible, while providing to the City all information necessary to understand and evaluate the Bidder's Proposal(s). Bidders are required to respond to this RFP using the forms provided and shall respond to all questions and requirements. Any requirements that cannot be satisfied by the Bidder must be clearly identified in the appropriate section.
- B12.3 Proposals must be organized into separately labelled components as outlined in B12.1, in the format prescribed in B12.5 and B12.6. This is the format and minimum content that the Bidder's submission must contain in order to facilitate the City's evaluation.

- B12.4 Further to B12.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B10.
- B12.5 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B12.5.1 Bidders shall submit **one (1) original** and **twelve (12) paper copies** plus **one (1) copy in Microsoft Office compatible electronic format** on a standard CD. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.
- B12.6 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B12.6.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B12.7 Bidders are advised not to include any information/literature except as requested in accordance with B12.1.
- B12.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B28.2(d).
- B12.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B12.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B13. PROPOSAL

- B13.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B13.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B13.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B13.2.
- B13.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B13.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his 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.

B13.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B13.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B14. EXECUTIVE SUMMARY

B14.1 The bidder shall provide as Attachment A an executive summary that highlights the key elements of the Bidder's submission including, but not limited to. Executive summary should not exceed 3 pages:

- (a) Relevant Experience;
- (b) Key members of the implementation team;
- (c) Highlight of transition and implementation strategy;
- (d) Highlight key differentiators and unique aspects of their Proposal; and,
- (e) Why the Bidder's solution is the most appropriate for the City

B15. REQUIREMENTS QUESTIONNAIRE

B15.1 Pursuant to E1 and E2, the provided Attachment B: Requirements Questionnaire shall be fully completed with additional responses provided, and submitted by the Bidder in Microsoft Excel format in accordance with the instructions provided on the Attachment.

B16. PRICING TEMPLATE

B16.1 The Bidder's Total Cost for the Work, as calculated on the provided Attachment C: Pricing Template should not exceed \$2,000,000.00 (MRST included) in Canadian funds.

B16.2 Any costs not reflected in the provided Attachment C: Pricing Template shall be described and added to the appropriate section of submitted Attachment C: Pricing Template by the Bidder.

B16.3 The Bidder shall state a price in Canadian funds for each item of the Work identified on Attachment C: Pricing Template.

B16.3.1 Notwithstanding C11.1.1, prices on Attachment C: Pricing Template 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.

B16.4 Any quantities listed on Attachment C: Pricing Template are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B16.5 The final product should require no yearly licensing or maintenance fees for its continued use by the Assessment and Taxation Department. If such licenses or fees are required for either the product or any third party software or hardware, the Bidder shall specify the yearly costs as part of Attachment C: Pricing Template.

- B16.6 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.
- B16.7 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B17. IMPLEMENTATION PLANS

- B17.1 The Bidder shall provide as Attachment D a full description of the planned implementation effort. This plan shall include:
- (a) Detailed description of the discovery and development strategy, including the names of the personnel executing the tasks
 - (b) Detailed description of the data conversion, transition and production implementation strategy, including the names of the personnel executing the tasks
 - (c) Name and description of any methodologies used in this project
 - (d) Description of training plans including example of printed and printable training manuals to be provided.
 - (e) High level project schedule showing the major phases and timeframes of the project in Microsoft Project format
 - (f) Location(s) in which the work will be performed, including the hours and type of work to be done in each location.
 - (g) Bidder's expectations of Assessment and Taxation staff's involvement and time commitment to this project
 - (h) Description of the involvement of City of Winnipeg IT Staff in this project

B18. RESUMES OF KEY PERSONNEL

- B18.1 The Bidder shall identify key personnel for the project. Changes to personnel assigned to the project will be subject to the conditions in D5.1.
- B18.2 The Bidder shall provide as Attachment E resumes and three (3) references from similar projects for each individual.

B19. REFERENCES

- B19.1 The Bidder shall include in Attachment E 2 (two) references for recent projects similar in size, scope and value for customers in North America. Each reference should consist of a company name, contact name, email address, phone number and a brief description of the project.
- B19.2 Reference checks will not be restricted to only those submitted by the Bidder, and may include organizations representing persons companies or individuals known to have done business with the Bidder.
- B19.3 City reserves the right to conduct a site visit of one or both of these references.

B20. FINANCIAL STATEMENTS

- B20.1 The Bidder should include as Attachment F
- (a) Audited Financial Statements for the last (3) three years including 2008 or most current;
 - (b) An independent credit check (such as Dunn & Bradstreet); and,
 - (c) A one page summary detailing concentration of customers.

B20.2 Further to B20.1 Bidders wishing to submit a non-disclosure agreement related to their audited financial statements must enclose the financial statement in a sealed envelope with the non-disclosure agreement attached to the outside. If the City in its sole discretion determines that the non-disclosure agreement is unacceptable, the submission may be determined non-responsive and the sealed envelope will be returned unopened.

B21. SYSTEM ARCHITECTURE DOCUMENTATION

B21.1 The Bidder shall provide as Attachment G high-level documentation of the proposed solution architecture, including:

- (a) Data model diagrams, including entity descriptions;
- (b) Object models, including class diagrams and class descriptions;
- (c) Description of the technology, tools and software used

B22. QUALIFICATION

B22.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder 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.

B22.2 The Bidder 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 <http://www.winnipeg.ca/matmgt/debar.stm>

B22.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B22.4 The Bidder 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 Bidder and of any proposed Subcontractor.

B22.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B23. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B23.1 Proposals will not be opened publicly.

B23.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page

at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

- B23.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B24. IRREVOCABLE OFFER

- B24.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B24.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B25. WITHDRAWAL OF OFFERS

- B25.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B25.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B25.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B25.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B25.1.3(b), declare the Proposal withdrawn.
- B25.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B24.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B26. INTERVIEWS

- B26.1 The Contract Administrator may, in his sole discretion, interview Bidders and their stated key personnel during the evaluation process.

B27. NEGOTIATIONS

- B27.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B27.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be

concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B27.3 If, in the course of negotiations pursuant to B27.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B28. EVALUATION OF PROPOSALS

B28.1 The RFP evaluation process will be done in two stages.

B28.1.1 Stage 1 is the evaluation of the written Proposal Submissions using evaluation criteria as shown in B28.2. The 3 highest-scoring Bidders that also received a final score of 75% or higher will be added to a bidder short-list.

B28.1.2 If one or more bidders are on the bidder short-list, Stage 2 will be completed requiring all bidders on the bidder short-list to provide a demonstration or presentation as described in B29.

B28.2 Award of Contract shall be based on the following evaluation criteria:

- (a) qualifications of the Bidder and the Subcontractors, if any, pursuant to B22: (pass/fail)
- (b) Completion of Form A: Proposal (pass/fail)
- (c) Attachment A: Executive Summary
- (d) Compliance by the Bidder with the mandatory requirements and acceptable compliance with the rated requirements or acceptable deviation there from in Attachment B: Requirements Questionnaire (pass/fail)
- (e) Attachment C: Pricing Template 30%
- (f) Attachment D: Implementation Plans 20%
- (g) Attachment E: Resumes of Key Personnel 5%
- (h) References 10%
- (i) Attachment F: Financial Statements 5%
- (j) Attachment G: System Architecture Documentation 30%
- (k) Attachment H: Additional Information

B28.3 Further to B28.2(a), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified.

B28.4 Further to B28.2(b), 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 if the interests of the City so require.

B28.5 Further to B28.2(d), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Attachment B of his Proposal Submission and the Demonstration/Presentation or in other information required to be submitted, that his proposal does not substantially fit with Assessment and Taxation Department's business processes.

B28.6 Further to B28.2(e), the evaluation will be based primarily on competitiveness of pricing as described in Attachment C.

B28.7 Further to B28.2(f), the evaluation will be based primarily on the following as described in Attachment D:

- (a) relevant experience;

- (b) plan and roadmap;
 - (c) timelines; and
 - (d) team
- B28.8 Further to B28.2(g) and B28.2(h) the evaluation will be based primarily on the following as described in Attachment E:
- (a) relevant experience with technology;
 - (b) public sector experience; and,
 - (c) customer references.
- B28.9 Further to B28.2(i), the evaluation will be based primarily on the following as described in Attachment F:
- (a) growth;
 - (b) concentration of customers; and
 - (c) financial ratios
- B28.10 Further to B28.2(j), the evaluation will be based primarily on the following items as described in Attachment G:
- (a) capability of technology;
 - (b) flexibility;
 - (c) forward-looking; and
 - (d) disaster recovery.
- B28.11 Further to B28.2 the evaluation committee may, in addition to the evaluation criteria described above, apply other evaluation criteria which the evaluation committee determines are relevant during the evaluation process. The evaluation committee will apply the same criteria to the evaluation of all RFP Submissions.
- B28.12 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B28.2(a), B28.2(b), B28.2(d), the Proposal may be determined to be non-responsive and not be further evaluated.
- B28.13 B28.2(c) and B28.2(k) will not be directly scored, but will be taken into consideration when scoring other Attachments to which they are relevant.
- B28.5 This Contract may be awarded on the basis of:
- (a) Alternative 1 - A commercial off-the-shelf CAMA software package with customization; or
 - (b) Alternative 2 - A custom built software package.
- as identified on Attachment C: Pricing Template. Each alternative will be evaluated in accordance with the specified evaluation criteria.
- B28.5.1 Notwithstanding B16.2, the Bidder may, but is not required to, bid on all alternatives.
- B28.5.2 Notwithstanding B30.3, the City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on all alternatives, he shall have no claim against the City if his partial offer is rejected in favour of an award of the Contract on the basis of an alternative upon which he has not bid.
- B29. DEMONSTRATIONS AND PRESENTATIONS**
- B29.1 The City shall require all Bidders on the bidder short-list to provide a one-day demonstration and oral presentation of their solution based on functional and architectural requirements as set out in this RFP.

- B29.2 The requested demonstration will take place in Winnipeg from February 15 to 18, 2010. A specific date within this week will be given to the Bidder on the bidder short-list on January 29, 2010. It will be the Bidder's responsibility to make all arrangements for the demonstration, including location, setup, hardware, software, and presentation equipment.
- B29.3 During the oral presentation portion, the Bidder will elaborate on the following:
- (a) Relevant Experience
 - (b) Key differentiators and unique aspects of Bidder's proposal,
 - (c) Why the key differentiators and unique aspects are most appropriate for the City
 - (d) Implementation plans and Transition strategy, including data conversion and training
 - (e) Proposed system architecture
- B29.4 The requested demonstration portion will use a pre-set series of existing Assessment and Taxation use cases. These use cases will be delivered to the Bidder on the bidder short-list on January 29, 2010. For each use case, the Bidder will demonstrate or at minimum present:
- (a) Existing or proposed software functionality that supports the use case
 - (b) Step-by-step walk-through demonstration of the use case using the existing product (if one exists) OR
 - (c) Step-by-step walk-through oral presentation of the use case using the proposed product
- B29.5 A visit to an existing site may be requested by the City and may include the following:
- (a) demonstration of software functionality;
 - (b) demonstration of ease of use;
 - (c) "hands-on" product use sessions;
 - (d) existing site's experiences with Bidder's implementation and support; and,
 - (e) reporting functionality.
- B29.6 The City, at its sole discretion, may have confidential discussions / interviews / presentations with any Bidder, and ask them to make short formal presentations (presenters will be required to supply their own demonstration equipment and material);
- B29.7 Bidders must be prepared to answer questions on their Proposal and shall cooperate with the City in respect to scheduling demonstrations and any other requirements imposed by the City.
- B30. AWARD OF CONTRACT**
- B30.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B30.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B30.2.1 Without limiting the generality of B30.2, 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.

B30.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B28.

B30.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply and Delivery of Services* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply and Delivery 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 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*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the replacement of the Assessment and Taxation Department's existing CAMA system with a new CAMA system. This replacement process shall include:

- (a) Discovery or elaboration of the Assessment and Taxation Department's business needs regarding the Contractor's proposed solution
- (b) Design of a solution for a new CAMA system that meets the identified business needs
- (c) Data conversion from the existing CAMA system to the new CAMA system, where required by the solution design. Data conversion must include history.
- (d) Development of a transition and production implementation strategy in partnership with the Assessment and Taxation Department
- (e) Training of 130 business staff in the use of the new system, including the provision of printed training manuals and the PDF version of the training manuals for future printing.
- (f) Training of 3 IT staff in the architecture of the new system to the level necessary to support the new system.

D2.2 The major business requirements to be met are described in Attachment B.

D2.3 Bidders are advised that monies have been approved for work up to and including December 31, 2012.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Annual rental value (ARV)**" means total amount paid for a year on a single premises, including rent, heating, electricity, water, and air conditioning;
- (b) "**Appraisal/Valuation**" means the process used to determine the value of a parcel or business;
- (c) "**Assess**" means performing valuation on a parcel or business;
- (d) "**Assessment roll**" means the official list of assessment values of all parcels and businesses in the municipality for a given year;
- (e) "**Attribute**" means information about a parcel or business used in valuation, includes characteristics and income;
- (f) "**Business assessment**" means the value of a business used to determine taxation of that business;
- (g) "**Characteristic**" means physical characteristics about a parcel and the buildings on it;
- (h) "**Cost approach**" means method of doing valuation of a parcel using the cost to build;

- (i) "**GIS**" means Geographic Information Systems. Technology used to create and maintain electronic maps;
- (j) "**Implementation**" means the process of developing a product from conception to end use;
- (k) "**Improved**" means, in the context of realty assessment, the addition of a building (AKA improvement) to a parcel;
- (l) "**Income approach**" means method of doing valuation of a parcel using the income generated by that type of parcel;
- (m) "**Multiple regression model**" means method of doing valuation of a parcel using statistical analysis of sales data for similar properties;
- (n) "**Parcel**" means lot, real property, realty. Bounded piece of contiguous land and buildings residing on it that have valuation done on them;
- (o) "**Premises**" means office space, retail space. Area in a commercial building that can be occupied by a business;
- (p) "**Realty assessment**" means the value of a parcel used to determine taxation of that parcel;
- (q) "**Satellite system**" means custom system built around the existing CAMA system to provide additional functionality using the existing CAMA data;
- (r) "**SPSS**" means off-the shelf statistical package used to produce multiple regression models.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Jean-Paul Robert
CAMA Project Manager
Assessment and Taxation Department
Telephone No. (204) 986-2350
Facsimile No. (204) 986-6105
Email: jrobert@winnipeg.ca

D5. CONTRACTOR'S REPRESENTATIVE

D5.1 Any changes to the Key Personnel, named in the Proposal Submission, must be approved by the Contract Administrator prior to the Work being started by the replacement.

D5.2 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.3 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.3.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D7. NOTICES

D7.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- (c) Professional liability or Errors and Omissions liability insurance in the amount of at least one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) aggregate to remain in place at all times during the performance of the Work and throughout the warranty period

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D10. PERFORMANCE SECURITY

- D10.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of and prior to the commencement of any Work on the Site.

D11. SUBCONTRACTOR LIST

- D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D12. DETAILED WORK SCHEDULE

- D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.
- D12.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work in Microsoft Project format; and
 - (b) a Gantt chart for the Work based on the C.P.M. schedule
- all acceptable to the Contract Administrator.
- D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the activities/tasks making up the Work as well as showing those activities/tasks on the critical path. Major milestones, including descriptions and dates, shall also be shown on the C.P.M. schedule.
- D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D13. SECURITY CLEARANCE

- D13.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D13.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Bureau of Police Records, 4th Floor, 151 Princess Street:

- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Request for Proposal Number in the space provided. This form can be found on the website at:
www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
 - (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
 - (ii) Individuals will need to sign and date Section 3 of the form.
 - (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at:
www.winnipeg.ca/police/BPR/id.stm
 - (c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:
www.winnipeg.ca/police/BPR/fees.stm
- D13.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- D13.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- D13.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D13.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D13.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he is 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 until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D9;
 - (iv) the performance security specified in D10; and
 - (v) the security clearances specified in D13.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D14.2.1 Further to D14.2(a)(v), subject to all other requirements being met, the Contractor may commence Work prior to submitting the security clearances.

CONTROL OF WORK

D15. JOB MEETINGS

- D15.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D15.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D16. DEFICIENCIES

- D16.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D16.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D16.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D16.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D16.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D17.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D18. SAFETY

- D18.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D18.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D18.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;

MEASUREMENT AND PAYMENT

D19. INVOICES

D19.1 Further to C10, the Contractor shall submit an invoice for each order delivered 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
Email: CityWpgAP@winnipeg.ca

D19.2 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 goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20. PAYMENT

D20.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D20.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D21. PAYMENT SCHEDULE

D21.1 Further to C11, payment shall be in accordance with the following payment schedule:

- (a) Payment schedule will be negotiated at time of Award
- (b) Payment of an agreed upon portion of the total contract price will be payable on final acceptance by the City of each agreed upon deliverable.
- (c) Payment of the final 10% of the total Contract Price will be payable on final acceptance by the City of the completed product.

WARRANTY

D22. WARRANTY

D22.1 Warranty is as stated in C11.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 784-2009

PROVISION OF A COMPUTER ASSISTED MASS APPRAISAL (CAMA) SYSTEM

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

The City of Winnipeg
Internal Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 784-2009

PROVISION OF A COMPUTER ASSISTED MASS APPRAISAL (CAMA) SYSTEM

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. IT SOLUTION

- E1.1 The Contractor shall provide a CAMA system that has the following major features. The City has detailed a set of requirements for these features in Attachment B:
- (a) captures attributes of real properties and businesses;
 - (b) uses captured attributes to assess the value of real properties and businesses;
 - (c) is accessible from the field using mobile technology;
 - (d) has a tightly integrated GIS component;
 - (e) integrates with all other satellite systems which are currently in place within the Assessment and Taxation Department, or optionally replaces some or all of that functionality in the provided CAMA system.
 - (f) interfaces or integrates with other systems which are currently in place in the City, where data exchange is either necessary or beneficial.

E2. MAINTENANCE AND LICENSING

- E2.1 The final product shall be wholly maintained and enhanced by internal City IT staff upon expiration of the warranty period. To enable this maintenance, the Contractor must agree to provide full update access of all source code to internal City IT staff.
- E2.2 The final product should require no yearly licensing or maintenance fees for its continued use by the Assessment and Taxation Department.
- E2.3 If required to realize E2.1, the City shall negotiate non-disclosure and non-competition agreements with the Contractor. The City shall also waive all rights to any maintenance work that the Contractor would normally provide as part of its services.
- E2.4 Notwithstanding E2.1, upon expiration of the warranty period, the City maintains the right to negotiate further work with the Contractor on an As Required basis.

E3. OVERVIEW OF EXISTING SATELLITE SYSTEMS

- E3.1 Several satellite systems have been built to extend the existing CAMA system. These satellite systems provide important functionality such as permit tracking, searching for comparable properties, preparation of appeal briefs. The functions provided by these CAMA satellite systems must continue to be provided in the new CAMA system in the same style of better.
- E3.2 A description of all existing satellite systems is included in Appendix A

E4. OVERVIEW OF EXISTING SYSTEM INTERFACES

- E4.1 Several external systems have interfaces with the existing CAMA system. Interfaces with these external systems must continue to be provided in the new CAMA system at an equivalent level or better.
- E4.2 A description of existing system interfaces are included in Appendix B

E5. OVERVIEW OF OTHER EXISTING ENVIRONMENTS

- E5.1 Reporting environments:

- (a) The Assessment and Taxation Department is currently undertaking a pilot project to implement IBM Cognos as a Business Intelligence tool.
- (b) 1 license for Crystal Reports is currently available, but is not in common use.
- (c) A Crystal Reports plug-in is also in use by existing .NET web applications.

E5.2 Document management:

- (a) Open Text Hummingbird is licensed for use by all 130 Assessment and Taxation staff for document management.
- (b) 20 Open Text Hummingbird Records Management licenses are also available.
- (c) No workflow management licenses have been purchased.

E5.3 GIS: Intergraph's Geomedia is the standard for GIS within the City of Winnipeg.

E6. OVERVIEW OF EXISTING SYSTEM ARCHITECTURE

E6.1 Client Platform: Client workstations are primarily Compaq units running Windows XP SP3.

E6.2 Server Platform: Virtualized server environment is in extensive use, using VMWare as the virtualization environment. Virtual servers are primarily Windows 2003.

E6.3 Middleware: Databases in use are primarily Oracle 10g. Web servers are IIS 6.0.

E6.4 Connectivity: Department runs 10Mb Ethernet network. Our ISP is Shaw Business Solutions. The current bandwidth is 40 Mbps full duplex (inbound and outbound) with plans to increase to 50 Mbps in Jan 2010. There is no maximum cap on amount of data transferred per month. Corporate EVDO SWNA services are available through MTS Allstream, for which the Assessment and Taxation Department have two accounts.

E7. OFFICE FACILITIES

E7.1 The City shall supply office facilities meeting the following requirements on request:

- (a) Cubicles for up to 6 of the Contractor's staff;
- (b) Common meeting area;
- (c) Training facilities for up to 30 staff at a time;
- (d) Printing services for low-volume printing;
- (e) General office supplies;
- (f) Network security access to any required file servers, database servers, web servers;
- (g) City of Winnipeg email addresses.

E7.2 The Contractor shall provide any of the following when required:

- (a) workstations, software and hardware required for their staff;
- (b) Communications devices for their staff;
- (c) Printed training materials.