

486-2023 ADDENDUM 4

COMPUTER ASSISTED MASS APPRAISAL (CAMA) SOLUTION

URGENT

**PLEASE FORWARD THIS DOCUMENT TO
WHOEVER IS IN POSSESSION OF THE
BID/PROPOSAL**

ISSUED: August 21, 2023
BY: Jennifer Lloyd
TELEPHONE NO. 204 986-8192

**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID/PROPOSAL AND SHALL FORM
A PART OF THE CONTRACT DOCUMENTS**

Template Version: Add 2021-03-05

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid/Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid/Proposal may render your Bid/Proposal non-responsive.

QUESTIONS AND ANSWERS

- Q1: Please can the City confirm whether a Proponent is permitted to include in its proposal response exceptions to the RFP terms and conditions, including the City's General Conditions for Supply of Services (Revision 2020-01-31) incorporated by reference under Part C of the RFP.
- A1: The Proponent may include their terms and conditions in accordance with B7.7 of the RFP document.
- Q2: Where a Proponent's Solution requires the City to separately procure certain prerequisite 3rd party commercial-off-the-shelf (COTS) licensed products, please confirm that such 3rd party COTS licensed products:
- I. will be supplied by the Proponent separately and outside the scope of the RFP resulting contract between the Contractor and the City of Winnipeg ("City"); and
 - II. will be licensed directly by the applicable 3rd party licensor to the City under such 3rd party licensor's applicable standard end user license agreement.
- A2: (i) In accordance with D5.1 of the RFP document, third-party products or services that are part of the Solution shall be included in the Total Bid Price.
- (ii) In accordance with D5.1 of the RFP document, the successful Proponent shall be licensed by the applicable third-party COTS products or services that are part of the Solution.
- Q3: Sections C19.8, C19.9 and C19.15 of the City's General Conditions for Supply of Services (Revision 2020-01-31) incorporated by reference under Part C of the RFP (RFP General Conditions) provide as follows with respect to the City's rights in the event that the RFP resulting contract is terminated for cause by the City:
- "C19.8 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.6, 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.
- C19.9 The City shall have the right, subject to C20, to complete, by contract or with their own forces, the Work taken out of the Contractor's control, and the Contractor agrees that 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. The City shall not be required to obtain the lowest price to complete the Work taken out of the Contractor's control.

C19.15 Upon termination of the Contract, 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, at the City's sole discretion, without compensation to the Contractor. Upon termination, the City's only obligation to the Contractor is to pay for Work satisfactorily performed up to the date of termination, in accordance with C12."

Question: Given this RFP is for the delivery of an IT CAMA licensed solution, please can the City confirm that Sections C19.8, C19.9 and C19.15 of the RFP General Conditions do not apply to the Proponent's COTS licensed product offerings included as part of the Proponent's overall solution.

A3: No, The City is not amenable to remove these clauses. These clauses continue to apply.

Q4: RFP document, Section E2.1(c) System Implementation and Maintenance. Re: implementation in a phased approach. Can you please describe in more detail how the City wants the phasing to occur. Is the city looking to have these phases used in production sequentially? If so, is the intent to do this by different business units? Property types? and if so, what are the delineations?

A4: At this time the City does not have an exact preference on the implementation approach. However, the expectation is for Proponents to provide their recommended approach based on past experiences with similar organizations. What has been the approach to minimize the impact, de-risk and to ensure a stable cut over. There can be a phased approach to implementation, but City users would prefer a one time cut over to production to ensure they are not accessing multiple system post-production. If the Proponents have an alternate view, the City team is open to discussion. The CAMA system interacts with various systems (Tax), the City cannot have a period where this operation is not live.

Q5: In the Form B Prices, under User Metrics, how many of the City's 128 users need the field collection capability?

A5: Approx. 70 users would need the field collection Capability.