



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 486-2025**

**PROVISION OF A MEDIA CAMPAIGN FOR THE PHOTO ENFORCEMENT PROGRAM**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 Provision of a Media Campaign for the Photo Enforcement Program

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 16, 2025.
- B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. BACKGROUND**

- B3.1 The Winnipeg Police Service (WPS) provides law enforcement services in the City of Winnipeg and is committed to providing quality policing with a commitment to excellence. Traffic enforcement mainly falls under the jurisdiction of our Traffic Division which, following the introduction of new legislation, introduced photo safety technology to our community.
- B3.2 The WPS contracts with a private company to execute the Photo Enforcement Program. As a part of the contract, the WPS is provided funds to create/maintain a public education and awareness campaign

### **B4. PROJECT OBJECTIVE**

- B4.1 The WPS wants to maintain public awareness and increase support for effective use of photo safety technology as one of the many road safety initiatives undertaken by the WPS to reduce collisions and injuries by reducing red-light violations and excessive speeding.

### **B5. ENQUIRIES**

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B5.2 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.
- 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 Proponents 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 Proponent who made the enquiry.
- B5.5 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.
- B5.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.
- B5.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

## **B6. CONFIDENTIALITY**

- B6.1 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.
- B6.2 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.

## **B7. ADDENDA**

- B7.1 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.
- B7.2 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.
- B7.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B7.4 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.
- B7.5 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.
- B7.6 Notwithstanding B5, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B8. SUBSTITUTES**

- B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B8.3 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.
- B8.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same

function as that specified and can be incorporated into the Work, strictly in accordance with the 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.

B8.5 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.

B8.6 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.

B8.6.1 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.

B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

B8.8 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 B24.

B8.9 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.

## **B9. PROPOSAL SUBMISSION**

B9.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal.

B9.2 The Proposal should also consist of the following components:

- (a) Detailed Prices in accordance with B11;
- (b) Campaign Proposal (Campaign Strategy & Media Plan), (Section B) in accordance with B12;
- (c) Experience of Proponent and Subcontractors (Section C) in accordance with B13;
- (d) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B14; and
- (e) Project Understanding and Methodology (Section E) in accordance with B15.

B9.3 Further to B9.1 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.

B9.4 Further to B9.2, 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.

B9.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and four copies (copies can be in any size format) for sections identified in B9.1 and

B9.2.

- B9.6 Proposal format, including type of binding, 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 team.
- B9.7 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B9.7.1 Proposals will **only** be accepted electronically through MERX.
- B9.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).
- B9.9 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B10. PROPOSAL**

- B10.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B10.2 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.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 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.
- B10.4 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.
- B10.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B10.5 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.

**B11. DETAILED PRICES**

- B11.1 The Proponent shall state detailed prices in Canadian funds for the Provision of a Media Campaign including, but not limited to, the costs for developing the communications strategy, creative components and media.
- B11.1.1 Further to B11.1 the detailed prices for the media buy should include a breakdown identifying by percentage the amount allocated to each medium expressed in percentages and not dollar figures (print, broadcast, outdoor, etc.).
- B11.1.2 Notwithstanding B11.1.1, Detailed 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.
- B11.2 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.
- B11.3 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B12. CAMPAIGN PROPOSAL (CAMPAIGN STRATEGY & MEDIA PLAN) (SECTION B)**

- B12.1 The Proponent should submit a creative strategy that will effectively communicate the key messages of the "Photo Enforcement Program" to the target audience which is everyone.
- B12.2 The Proponent should submit a detailed outline of a comprehensive media plan. The plan may include but not be limited to the following:
- (a) Television;
  - (b) Radio;
  - (c) Print;
  - (d) Direct Mail;
  - (e) Outdoor, bus boards; and
  - (f) Social Media or any other media as recommended by the Proponent. Any Social Media developed for the City of Winnipeg must be done in accordance with the City's Social Media Standards; (<https://winnipeg.ca/interhom/SocialMedia/termsOfUse.stm>).
- B12.3 The Proponent should submit a detailed list and description of all components included in the campaign as follows:
- (a) Campaign deliverables; and
  - (b) Campaign timelines.

**B13. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

- B13.1 Proposal should include:
- (a) Details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; development of appropriate campaign messaging, branding and/or any collateral materials on a minimum of three projects of similar complexity, scope and value.
- B13.2 For each project listed in B13.1(a), the Proponent should submit:
- (a) Company name;
- Reference information (two current names with telephone numbers and email addresses per project).
- B13.3 Reference checks will not be restricted to only those submitted by the Proponent, and may



include organizations, representing persons, companies or individuals known to have done business with the Proponent.

B13.4 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B13.5 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

**B14. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B14.1 The Proponent should describe the approach to overall team formation and coordination of team members.

(a) Include an organizational chart for the Project.

B14.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. Include, year of experience in current position. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B14.1.

B14.3 For each person identified, provide information on experience in communications and the estimated percentage of each of their time assigned to the project.

**B15. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B15.1 The Proponent should describe the firm's project management approach and team organization during the performance of Services to ensure the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B15.2 Methodology should be presented in accordance with the Scope of Services identified in D2.2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B15.3 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) any other issue that conveys your team's understanding of the Project requirements.

B15.4 For each person identified in B14.1, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B15.5 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

**B16. DISCLOSURE**

B16.1 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.

B16.2 The Persons are:

- (a) N/A

**B17. CONFLICT OF INTEREST AND GOOD FAITH**

B17.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B17.2 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.

B17.3 In connection with its Proposal, each entity identified in B17.2 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.

B17.4 Without limiting B17.3, 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.

B17.5 Without limiting B17.3, 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 B17.4 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.

B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B18. QUALIFICATION**

B18.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B18.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B18.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (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 B18.4 and D6).
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

B18.4 Further to B19.3, the Proponent acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone

B18.5 Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

## **B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B19.1 Proposals will not be opened publicly.

B19.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B19.3 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).

B19.3.1 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.

B19.4 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.

## **B20. IRREVOCABLE OFFER**

B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20.2 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.

## **B21. WITHDRAWAL OF OFFERS**

B21.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

## **B22. INTERVIEWS**

B22.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

## **B23. NEGOTIATIONS**

B23.1 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.

B23.2 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.

B23.3 If, in the course of negotiations pursuant to B23.2, 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.

## **B24. EVALUATION OF PROPOSALS**

B24.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B18: (pass/fail)
- (c) Detailed Price 10%

- (d) Campaign Proposal (Campaign Strategy & Media Plan) (Section B) 30%
  - (e) Experience of Proponent and Subcontractor; (Section C) 40%
  - (f) Experience of Key Personnel Assigned to the Project; (Section D) 10%
  - (g) Project Understanding and Methodology (Section E) 10%
- B24.2 Further to B24.1(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.
- B24.3 Further to B24.1(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.
- B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B24.5 Further to B24.1(c), Detailed Price, shall be the prices identifies in the Proposal Submission and evaluated based on the most advantageous offer to the City in accordance with B11.
- B24.5.1 The Award Authority may reject a Bid as being non-responsive if it exceeds the budget stated in D2.6.
- B24.6 Further to B24.1(d), the Campaign Proposal (Campaign Strategy & Media Plan) will be evaluated considering the information provided in response to B12.
- B24.7 Further to B24.1(e), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B13.
- B24.8 Further to B24.1(f), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B14.
- B24.9 Further to B24.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B15.
- B24.10 Notwithstanding B24.1(c) to B24.1(g), where Proponents fail to provide a response to B9.2(a) to B9.2(e), the score of zero may be assigned to the incomplete part of the response.
- B24.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.
- B24.12 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.
- B24.13 This Contract will be awarded as a whole.

## **B25. AWARD OF CONTRACT**

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B25.2 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.
- B25.2.1 Without limiting the generality of B25.2, 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.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B25.4 The City may, at its discretion, award the Contract in phases.
- B25.5 Further to B25.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B25.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a Purchase Order to the successful Proponent in lieu of execution of Contract Documents
- B25.6.1 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.
- B25.7 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 D20 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B25.8 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.
- B25.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor 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, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for 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. SCOPE OF SERVICES

- D2.1 The Work to be done under the Contract shall be for the provision of a media campaign for the photo enforcement program for the period from date of award or August 1, 2025 (whichever is later) until July 31, 2026, with the option of three (3) mutually agreed upon one (1) year extensions.
- D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on ^ of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.1.3 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.
- D2.2 The major components of the Work are as follows:
- (a) developing messaging, branding and collateral materials;
  - (b) coordinating all media purchases;
  - (c) liaising with Photo Enforcement Communications Committee throughout the agreement.
- D2.3 The three (3), one (1) year extensions in accordance with D2.1 will be contingent upon the succeed of the public recognition of the campaign.
- D2.3.1 Public recognition of the campaign will be measured based upon public opinion surveys with questions mutually agreed upon by WPS and the Contractor. The public opinion survey is not part of the work of this Contract.
- D2.4 The work shall be done on an “as required” basis during the term of the Contract.
- (a) The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
  - (b) Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.
- D2.6 The funds available for this Contract are \$200,000.00

#### D3. COOPERATIVE PURCHASE

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



- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same 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 D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### **D4. CONTRACT ADMINISTRATOR**

- D4.1 The Contract Administrator is:  
Marc Philippot  
Inspector  
Winnipeg Police Service  
Telephone No. 204- 986-7381  
Email Address.: mphilippot@winnipeg.ca
- D4.2 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.

#### **D5. CONTRACTOR'S SUPERVISOR**

- D5.1 Further to C6.22, 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 their employ.
- D5.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

- D5.2.1 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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D6.1 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.
- D6.1.1 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.
- D6.1.2 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.

## **D7. SUPPLIER CODE OF CONDUCT**

- D7.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D7.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D7.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

## **D8. UNFAIR LABOUR PRACTICES**

- D8.1 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.
- D8.2 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.

- D8.3 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.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 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.
- D8.5.1 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.
- D8.5.2 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 D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 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

### D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:  
(a) **Professional Liability and/or Media Liability in the amount of at least \$250,000. Insurance to remain in place during the performance of the work and for 12 months following completion of the services.**
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.
- D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **CONTROL OF WORK**

### **D11. COMMENCEMENT**

- D11.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D9;
    - (ii) evidence of the workers compensation coverage specified in C6.17;
    - (iii) evidence of the insurance specified in D10; and
    - (iv) the direct deposit application form specified in D17.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D11.3 The Contractor shall not commence the Work on the Site before August 1, 2025.

### **D12. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D12.1 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.
- D12.2 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.
- D12.3 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.
- D12.4 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 D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The Work schedule, including the durations identified in D12.2 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D12.6 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.

### **D13. ORDERS**

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **D14. RECORDS**

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D14.2 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.

D14.3 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.

## **INVOICES & MEASUREMENT AND PAYMENT**

### **D15. MEASUREMENT AND PAYMENT**

D15.1 C12.2 is deleted and replaced with the following:

C12.2 The amounts to be paid by the City to the Contractor shall be as set out in the Payment Certification. In the event the Payment Certification does not align with the Contractor's Proper Invoice and payment by the City to the Contractor is not made, or not going to be made, for the invoiced amount within 28 Calendar Days of receipt of the Proper Invoice, the City will issue a notice of non-payment to the Contractor in accordance with the BLA.

C12.2.1 For unit price Contracts, such sums shall be determined by the Contract Administrator upon the basis of the unit prices for the various classes of the Work stated on Form B: Prices. The total amount to be paid to the Contractor for the Work will be the amount arrived at by measuring the amount of each class of the Work listed on Form B: Prices and performed in accordance with the Contract, and pricing the same, in accordance with the unit prices stated thereon.

C12.2.2 For lump sum Contracts, such sums shall be determined by the Contract Administrator upon the basis of the lump sum price stated on Form B: Prices, if applicable, but in any event the lump sum price broken down into the percentage completed for each portion of the Work, commonly referred to as detailed prices.

D15.2 C12.7 to C12.10 are deleted and replaced with the following:

C12.7 By the seventh (7) Calendar Day after the end of each month, the Contract Administrator shall issue to the Contractor a progress estimate indicating its opinion of the quantity and value of Work performed during the previous month. The Contractor may use the progress estimate to form part of its Proper Invoice as support of the type and quantity of Work performed. In the event the Contractor chooses to produce its own documentation of the type and quantity of Work performed to form part of its Proper Invoice, the content shall be in accordance with C12.2 and the format of such documentation should follow that of a typical progress estimate, including all evidence and records of measurement that the Contract Administrator would require to certify payment. In either event the Contractor shall include such supporting documentation as part of its invoice.

C12.8 If the Contractor agrees with the progress estimate provided by the Contract Administrator it should indicate that on its Proper Invoice. If the Contractor does not agree with the progress estimate provided by the Contract Administrator it should attempt to reconcile the discrepancy, which could result in a revised progress estimate to be provided by the Contract Administrator or a revised invoice by the Contractor, so that the progress estimate and the Proper Invoice align. In the event that the discrepancy is not reconciled then the Contractor should detail the items within the progress estimate that it disagrees with in order that the value on the Proper Invoice aligns with and is supported by the progress estimate with noted discrepancies.

C12.9 Any payment made by the City to the Contractor on account of a Proper Invoice shall be less any holdback required to be made by The Builders' Liens Act, and such

holdbacks or other amounts which the City is entitled to withhold pursuant to the Contract.

C12.10 If in the Contractor's opinion the Work performed during the previous month is minimal or does not warrant an invoice, the Contractor is permitted to not submit an invoice on the condition that the Contractor advises the Contractor Administrator in writing.

C12.11 Unless agreed to by the Contract Administrator, in writing, on an exception basis, the Contractor shall not submit invoices more frequently than monthly.

C12.12 Any reference to payment submittals or payment processes in the NMS Sections of the Contract are deleted and replaced with the payment submittals and payment processes within Section C12 of the General Conditions, as amended by the Supplemental Conditions.

## **FINAL PAYMENT**

C12.13 The Contractor shall indicate on its invoice if it is the final invoice for Work performed under the Contract. Payment Certification, in response to receipt of the final Proper Invoice by the Contractor, shall be subject to the following conditions:

- (a) issuance by the Contract Administrator of a certificate of Total Performance;
- (b) receipt by the City of a certificate from the Workers Compensation Board stating that full payment has been made to the Board with respect to all assessments owing.

C12.14 Payment on account of the holdback made by the City pursuant to The Builders' Liens Act, shall be paid to the Contractor when the time for filing liens or trust claims has elapsed, unless the City is in receipt of a lien or trust claim.

C12.15 Neither the issuance of a certificate of Total Performance nor the payment of the final Proper Invoice shall relieve the Contractor from their responsibilities either under C13 or as a result of any breach of the Contract by the Contractor including, but not limited to, defective or deficient Work appearing after Total Performance, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the Chief Administrative Officer hereunder.

C12.16 Subject to C12.17, acceptance by the Contractor of payment on account of the final Proper Invoice shall constitute a waiver and release by them of all claims against the City whether for payment for Work done, damages or otherwise arising out of the Contract.

C12.17 If the Contractor disputes a Payment Certification related to a notice of non-payment by the City to the Contractor in accordance with the BLA, the Contractor may appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C21. If prior to the appeal being concluded, the Contractor gives a notice of adjudication to the City pursuant to the BLA, the appeal process will be discontinued.

## **D16. INVOICES**

D16.1 Further to C12, the Contractor:

- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
- (b) should copy the Contract Administrator on submission of its invoice.

## **D17. PAYMENT**

D17.1 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](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## **WARRANTY**

### **D18. WARRANTY**

D18.1 Warranty is as stated in C13.

## **DISPUTE RESOLUTION**

### **D19. DISPUTE RESOLUTION**

D19.1 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 D19.

D19.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D19.3 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 Purchasing Division 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.

D19.4 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.

D19.4.1 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.

D19.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D19.4.3 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.

D19.4.1 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 D19.4.3, 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

#### D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D20.1 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.
- D20.2 Further to D20.1, in the event that the obligations in D20 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.
- D20.3 For the purposes of D20:
- (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.
- D20.4 Modified Insurance Requirements
- D20.4.1 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 subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D20.4.2 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.
- D20.4.3 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.
- D20.4.4 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.
- D20.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D20.5 Indemnification By Contractor
- D20.5.1 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 or 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.

- D20.5.2 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.

## D20.6 Records Retention and Audits

- D20.6.1 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.
- D20.6.2 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 D20.6.1 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.

## D20.7 Other Obligations

- D20.7.1 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.
- D20.7.2 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.
- D20.7.3 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.
- D20.7.4 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.
- D20.7.5 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.

D20.7.6 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 - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8. 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 B8.

#### **E2. SERVICES**

- E2.1 The Contractor shall work with the City and the Contractor responsible for the Photo Enforcement Program to develop a sustainable campaign, to meet the objectives indicated in B4 for the period stated in D2.1.
- E2.2 The Contractor shall include, but shall not be limited to;
- (a) Print;
  - (b) Radio;
  - (c) Television;
  - (d) Transit; and
  - (e) Outdoor Advertising; and
  - (f) Social Media Advertising
- E2.3 The Contractor must have demonstrated experience in the successful execution of similar public education and awareness campaigns.
- E2.4 The Contractor may elect to leverage the brand equity existing in the WPS “Safe Streets” and “Just Slow Down” campaign, including the website [www.safestreets.ca](http://www.safestreets.ca). The website may also provide prospective Proponents with some background on the Photo Enforcement Program and some of the previous campaigns that have been carried out.
- (a) Further stats regarding the impact on number of actual accidents specifically related to red light running and speed in school/construction zones since the introduction of the photo radar program can be found at: <http://Winnipeg.ca/police/safestreets/stats.stm>
- E2.5 The WPS may additionally provide exposure as they have tremendous success attracting media attention for special initiatives through daily news briefing.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

#### SECURITY CLEARANCE FOR SITE INVESTIGATIONS AT WINNIPEG POLICE SERVICE BUILDINGS OR STATIONS

- F1.1 The City will conduct a Level One Security Clearance Check for:
- (a) owner(s), members of the Board of Directors and persons with controlling interest in the company; and
  - (b) any individual proposed to perform Work under the Contract for the Winnipeg Police Service.
- F1.2 Each individual listed in F1.1 shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street;
- (a) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck>. Form P-608 must be signed and dated. **(only page 1 of P-608 required for Level One)**
- F1.3 Any company for whom a satisfactory Level One Security Clearance is not obtained for any individual proposed to do the Work, all owner(s), member(s) of the Board of Directors, and persons with controlling interest in the company will not be allowed to attend the Site Investigation and will not be qualified for award of Contract.
- F1.4 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance.
- (a) Each individual attending the Site Investigation for Winnipeg Police Service Buildings or Stations shall provide photo identification upon entry, in order that their Level One security clearance can be verified.
- F1.5 If a person fails a Winnipeg Police Service security clearance check at any level, they will not be able to apply for another clearance for 2 years.