



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 915-2020**

**SUPPLY AND DELIVERY OF INTERSECTION DETECTION AND COUNTING  
SYSTEMS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF INTERSECTION DETECTION AND COUNTING SYSTEMS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 11, 2021.

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

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

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

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

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

B3.7 Any enquiries concerning submitting through MERX should be addressed to:

MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

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

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

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

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**B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

**B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least ten (10) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the 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 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

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- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her 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 B22.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
  - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
  - (b) Technical Specifications and Performance (Section D), in accordance with B11; and
  - (c) Training, Maintenance and Technical Support (Section E) in accordance with B12.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

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- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her 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 his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

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

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

- (a) if the Proponent is a sole proprietor carrying on business in his/her 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 his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

## **B9. PRICES**

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

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

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design and contract administration services on three projects of similar complexity, scope, and value.

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- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the contractor;
  - (c) approximate size and scope of the contract;
  - (d) project owner;
  - (e) reference information (one current name with telephone number per project).
- B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B10.3 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.

## **B11. TECHNICAL SPECIFICATIONS AND PERFORMANCE (SECTION D)**

- B11.1 Proposals should include a description of:
- (a) the complete technical specifications of the Intersection Detection and Counting Systems. Specifications should include but not limited to the following: detection and counting zone configurability, communication connectivity requirements, traffic flow condition limitations, installation limitations, count accuracy by movement, database compatibility, data transfer type and output, fail safe mode, compatibility with approved standards, and additional functionality (e.g., ability to expand on classification, conflict detection);
  - (b) schematic with all components in the system and how they integrate into the traffic signal cabinet;
  - (c) subscriptions and/or licenses, including transferability between units that are damaged and any ongoing fees;
  - (d) manufacturer's performance test reports;
  - (e) independent (third party) performance test reports;
  - (f) the quality control and testing procedures for Intersection Detection and Counting Systems including the responsible party for completing the testing;
  - (g) the warranty provided for Intersection Detection and Counting Systems;
  - (h) the Intersection Detection and Counting Systems model number as well as the software version number that is being bid and the features or perceived advantages of the software and hardware;
  - (i) Intersection Detection and Counting Systems software manual;
  - (j) Intersection Detection and Counting Systems hardware manual;
  - (k) Traffic controller compatibility matrix;
  - (l) future Intersection Detection and Counting Systems software development plans, and the method for updating Intersection Detection and Counting Systems firmware and software; and
  - (m) any other information which would assist with the evaluation of the Intersection Detection and Counting Systems.
- B11.2 The Proponent should supply a material breakdown for each intersection.

## **B12. TRAINING, MAINTENANCE AND TECHNICAL SUPPORT (SECTION E)**

- B12.1 Proposals should include a description of:
- (a) your firm's approach to training City staff on programming and operating the traffic signal controllers;



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- (b) your firm's approach to providing technical support for malfunctioning equipment or programming inquiries. Information should include hours of availability and response time;
- (c) your firm's approach to providing firmware and software upgrades for the life of the equipment.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D2 and Specifications in E3.1 and E3.3.

### **B13. TECHNICAL EVALUATION AND DEMONSTRATION (SECTION F)**

B13.1 The proponent should within twenty (20) Business Days provide, on the request of the Contract Administrator:

- (a) proposed equipment to accurately detect and collect data for the intersection identified E3.1 and E4.1 for evaluation as per B13.2.
- (b) potential dates for the Virtual Interactive Real Time Demo as per B13.3. The date for the demonstration shall be mutually agreeable to the Proponent and the City.

B13.1.1 Failure to provide the proposed equipment and/or potential dates within twenty (20) Business Days may result in a failure to demonstrate, that the Proponent is responsible and qualified to perform this Contract.

- (a) The Proponent shall be responsible for all costs associated with the delivery and return of proposed equipment and the Virtual Interactive Real Time Demo.

B13.2 Equipment Evaluation

B13.2.1 The equipment evaluation will include an assessment of all equipment supplied by the proponent for the following:

- (a) build quality, fit/finish, and field durability of the product;
- (b) ease of hardware installation including cabinet integration; and
- (c) estimated cost of installation (associated City costs to install).

B13.3 Virtual Real Time Demo

B13.3.1 The virtual real time demo will be evaluated on the following:

- (a) Hardware and Cabinet Setup
  - (i) show all of the pieces of equipment required;
  - (ii) show inside view of cabinet with equipment set up already installed; and
  - (iii) provide a description of how all hardware is installed, including the external connections that are required.
- (b) Equipment Configuration
  - (i) demonstrate remote access to the device including login method, configuration of counting and detection zones, and other software menus; and
  - (ii) show/discuss how installation can be verified for accuracy.
- (c) Equipment in Operation
  - (i) show a demonstration of currently installed equipment providing stop line detection at an intersection;
  - (ii) show a demonstration of currently installed equipment providing pedestrian actuation at an intersection;
  - (iii) show a demonstration of currently installed equipment identifying users by mode; and
  - (iv) show a demonstration of currently installed equipment counting road users by movement.
- (d) Built in Analytical Tools

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- (i) provide an example turning movement count report;
  - (ii) provide an example mode split report;
  - (iii) provide an example of other reports (only functionalities included in bid);
  - (iv) provide an example of the ability to customize reports, if applicable; and
  - (v) show how data can be validated for quality (i.e., flagging suspect data), if available.
- (e) Data Export
- (i) show through the process to export data or connect to API.

**NOTE: The demonstration should be based on a current functional installation and not exceed four (4) hours in total.**

#### **B14. DISCLOSURE**

B14.1 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.

B14.2 The Persons are:

- (a) n/a

#### **B15. CONFLICT OF INTEREST AND GOOD FAITH**

B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 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.

B15.3 In connection with its Proposal, each entity identified in B15.2 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

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- (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.
- B15.4 Without limiting B15.3, 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.
- B15.5 Without limiting B15.3, 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 B15.4 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.
- B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B16. QUALIFICATION**

- B16.1 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.
- B16.2 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, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B16.3 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; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

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- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) meet the City's requirements for the confidentiality and security of information; including compliance with and ISO/IEC standards 27001, 27002, 27017, and 27018 or equivalent.  
**(APPLICABLE TO CLOUD BASED SYSTEMS ONLY)**

- B16.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B16.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.
- B16.5.1 That all information and materials acquired by the Proponent, or to which the Proponent may be given access, if successful under this Request for Proposal ("Confidential Information") shall be treated in accordance with D6 by providing:
- (a) confirmation that Confidential Information shall be maintained for the full term of the Contract at minimum, unless otherwise directed by the City in writing;
  - (b) a description of how the Proponent's proposed Solution meets the requirements in D6, including:
    - (i) how the proposed Solution meets the requirements for rapid repatriation of Confidential Information;
    - (ii) the data format of the Confidential Information once extracted from the proposed Solution;
    - (iii) the proposed Solution's ability to purge Confidential Information based on City-approved records retention and disposition schedules; and
    - (iv) how the Proponent would address official, time sensitive access to information requests.

**THE FOLLOWING IS APPLICABLE TO CLOUD BASED SOLUTIONS ONLY**

- B16.6 Further to B16.3(b) and B16.3(d) Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:
- B16.6.1 That Confidential Information shall be stored, transported, and transmitted ("Sited") in a secure jurisdiction by providing:
- (a) written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or
  - (b) written confirmation that the Confidential Information shall be Sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:
    - (i) what Confidential Information will not be Sited in Canada;
    - (ii) under what circumstances the above Confidential Information will not be Sited in Canada; and
    - (iii) where the above Confidential Information will be Sited.
- The City reserves the right to assess proposed alternative jurisdictions, and may in its sole discretion determine whether such proposed alternative jurisdictions provide equivalent or greater protections to the Confidential Information than Canada.
- B16.6.2 That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing:

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- (a) That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing: a certificate of compliance with ISO/IEC 27001 (or a functionally equivalent standard, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53) from an accredited certification body; or
- (b) a written description of how the proposed Solution complies with ISO/IEC 27001, 27002, 27017, and 27018 (or functionally equivalent standards, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53).

**B16.6.3** The Proponent shall, within five (5) Business Days of a request by the Contract Administrator provide their Solution's End User Licensing Agreement (EULA) pursuant to E1.3.

The City reserves the right to assess any proposed functional equivalents to the ISO/IEC standards, and may in its sole and absolute discretion determine whether such proposed functional equivalents provide a satisfactorily equivalent level of protection.

The City further reserves the right to assess any written descriptions of compliance with the ISO/IEC standards (or equivalents) to determine whether such written descriptions provide evidence of compliance that is satisfactory to the City, in its sole and absolute discretion.

## **B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B17.1 Proposals will not be opened publicly.

B17.2 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).

B17.3 The Proponent is advised that 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).

B17.3.1 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.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## **B18. IRREVOCABLE OFFER**

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid/Proposal.

B18.2 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 Work until a Contract for the Work has been duly formed and the contract security have been furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid/Proposal.

## **B19. WITHDRAWAL OF OFFERS**

B19.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

## **B20. INTERVIEWS**

B20.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

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- B20.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios. The City expects that the Proponent would be demonstrating a functional version of their proposed system.
- B20.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

## **B21. NEGOTIATIONS**

- B21.1 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.
- B21.2 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.
- B21.3 If, in the course of negotiations pursuant to B21.2, 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.

## **B22. EVALUATION OF PROPOSALS**

- B22.1 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 B16:                                 | (pass/fail) |
| (c) Total Bid Price;   | 30%         |
| (d) Experience of Proponent and Subcontractor; (Section C)   | 15%         |
| (e) Technical Specifications and Performance; (Section D)  | 20%         |
| (f) Training, Maintenance and Technical Support; (Section E)   | 10%         |
| (g) Technical Evaluation and Demonstration (Section F)   | 25%         |
- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.4.
- B22.6 Further to B22.1(c) where the Total Bid Price exceeds the estimate stated in D2.4 the City may determine that no award will be made in accordance with B23.2.1(a).

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- B22.7 Further to B22.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B22.7.1 Further to B22.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B22.7.2 The amount of \$30,000.00 (approximate PWD - Transportation annual hosting costs for on premise solution) has been added to Item No. 2 in Alternative 2, as shown on Form B: Prices to equalize the Alternative 1 (Cloud) and Alternative 2 (On-premise) solutions.
- B22.8 Further to B22.1(d), 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 B10.
- B22.9 Further to B22.1(e), Technical Specifications and Performance will be evaluated considering the information requested and submitted in accordance with B11.
- B22.10 Further to B22.1(f), Training, Maintenance and Technical Support will be evaluated considering the information requested and submitted in accordance with B12.
- B22.11 Further to B22.1(g), Technical Evaluation and Demonstration will be evaluated considering the information requested and submitted in accordance with B13.
- B22.12 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.
- B22.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.14 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.
- B22.15 This Contract will be awarded as:  
(a) Alternative 1; or  
(b) Alternative 2.
- As identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria
- B22.15.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all alternatives.
- B22.15.2 Notwithstanding B23.3, 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/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid
- B22.16 This Contract will be awarded as a whole.

### **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:

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- (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.

- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.
- B23.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.
- B23.8 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B23.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.



## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Combined Provision of Goods and Services (2020-01-31)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and 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](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 the Combined Provision of Goods and Services*.

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## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for the Combined Provision of Goods and Services*, 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:

- (a) supply and delivery of intersection detection and counting systems solution for one (1) year from date of award, with the option of one (1) mutually agreed upon one (1) year extension; and
- (b) subscription, license and applicable fees for five (5) years from the date of activation. The City shall notify the Contractor when to activate the subscription, license and/or applicable fee for each intersection.

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 Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on August 1<sup>st</sup> 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 Bidders 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 Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 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.

D2.2.2 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.

D2.3 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.

D2.4 The funds available for the Contract are three hundred thousand dollars (\$300,000.00).

#### **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.

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- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- 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 services;
  - (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. DEFINITIONS**

- D4.1 When used in this Request for Proposal:
- (a) **"AICPA"** means American Institute of Certified Public Accountants;
  - (b) **"COBIT"** means the Control Objectives for Information and Related Technologies framework;
  - (c) **"HIPAA"** means the Health Insurance Portability and Accountability Act;
  - (d) **"IDCS"** means Intersection Detection and Counting Systems;
  - (e) **"ISO/IEC"** means the International Organization for Standardization/International Electrotechnical Commission;
  - (f) **"NEMA"** means National Electrical Manufacturers Association;
  - (g) **"NIST SP"** means the National Institute of Standards and Technology Special Publication;
  - (h) **"Proponent"** means any Person or Persons submitting a Proposal for Goods;
  - (i) **"SOC"** means Systems and Organization Control.

#### **D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:
- Vic Hucko  
Asset Standards & Contract Specialist  
Telephone No.: 204-986-4191  
Email Address: vhucko@winnipeg.ca
- D5.2 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.

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## **D6. INFORMATION MANAGEMENT**

**The following provisions are in addition to any preceding obligations of confidentiality contained in these conditions. All requirements apply to both the Contractor and the Solution offered by the Contractor**

- D6.1 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act (“**FIPPA**”, the “**Act**”) imposes obligations on the City to collect, store, use, disclose, and destroy “personal information”, as that term is defined in FIPPA, (“**Personal Information**”) in the strictest of confidence and in accordance with that Act.
- D6.2 For the purposes of D6, any reference to “**Representatives**” shall mean the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, and other representatives of the Contractor.
- D6.3 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all information and materials (regardless of form or medium) acquired by it, or to which it is given access during the course of the performance of the Contract, and any copies thereof (the “**Confidential Information**”). For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D6.4 The Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA, and any collection, storage, use, disclosure, or destruction of, or access to (collectively, “**Use**”), Personal Information by the Contractor or its Representatives shall be done pursuant to the Act.
- D6.5 Further to D6.3, all Confidential Information, including Personal Information, is and shall remain the property of the City. For clarity, this section does not speak to ownership of Information which may be disclosed to the Contractor or its Representative pertaining to a City employee directly by such City employee in the course of that employee’s use of the Solution in a personal capacity. Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the City.
- D6.6 Further to D6.3, while this Contract is in effect and at all times thereafter the Contractor shall:
- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
  - (b) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
  - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
  - (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and
  - (e) inform its Representatives of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements, if requested.
- D6.7 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City), and shall thereafter destroy the Confidential Information (including

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all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.

- D6.8 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
  - (b) the standards imposed on the Contractor by the City.
- D6.9 Upon becoming aware of any unauthorized Use of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the City in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.
- D6.10 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.
- D6.11 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.
- D6.12 The Contractor shall legally bind all employees, agents, Subcontractors, officers, and directors of its organization (where applicable) to the protection of privacy and information handling for all Confidential Information via written agreements which contain protections no less strict than those contained within the Contract, and in compliance with any additional requirements imposed by FIPPA or the Manitoba Personal Health Information Act (“PHIA”) and any other applicable legislation.

## **D7. NOTICES**

- D7.1 Notwithstanding C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.
- D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

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## **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.

## **CONTROL OF WORK**

### **D9. COMMENCEMENT**

- D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 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 D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
  - (c) a purchase order has been received from The City of Winnipeg Public Works Stores personnel noting quantity of material required.

### **D10. DELIVERY**

- D10.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to:

Public Works Stores  
1277 Pacific Ave.  
Winnipeg, MB

- D10.1.1 Goods shall be delivered within sixty (60) Business Days of the placing of an order.
- D10.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D10.3 Goods shall be delivered between 8:30 a.m. and 2:30 p.m. on Business Days.
- D10.4 The Contractor shall off-load goods as directed at the delivery location.

### **D11. COVID-19 SCHEDULE DELAYS**

- D11.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D11.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, 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.

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- D11.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D11.4 For any delay related to COVID-19 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 D11.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D11.5 The Work schedule, including the durations identified in D10 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D11.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **D12. ORDERS**

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.
- D12.2 It is expected that the City will place one (1) order for the quantities stated in Form B for the initial contract.

## **D13. RECORDS**

- D13.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D13.2 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) delivery date(s); and
  - (d) description and quantity of goods supplied.
- D13.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D14. INVOICES**

- D14.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204 949-0864  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)
- D14.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of work performed;

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

D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

#### **D15. PAYMENT**

D15.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15.2 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### **WARRANTY**

#### **D16. WARRANTY**

D16.1 Warranty is as stated in C13.

#### **THIRD PARTY AGREEMENTS**

#### **D17. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

D17.1 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.

D17.2 Further to D17.1, in the event that the obligations in D17 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

D17.3 For the purposes of D17:

- (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.

D17.4 Indemnification By Contractor

D17.4.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and 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.

D17.5 Records Retention and Audits

D17.5.1 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



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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.

D17.5.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and 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 D17.5.1 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.

#### D17.6 Other Obligations

D17.6.1 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.

D17.6.2 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.

D17.6.3 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.

D17.6.4 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.

D17.6.5 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.

D17.6.6 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.

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## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
915-2020_Archibald & Elizabeth	ARCHIBALD ST. & ELIZABETH RD.
915-2020_Brookside & Farmer, Jefferson	BROOKSIDE BLVD. & FARMER RD./JEFFERSON AVE.
915-2020_Donald & York	DONALD ST. & YORK AVE.
915-2020_Dublin & St. James	DUBLIN AVE. & ST. JAMES ST.
915-2020_Fermor & St. Anne's	FERMOR AVE. & ST. ANNE'S RD.
915-2020_Harrow & Taylor	HARROW ST. & TAYLOR AVE.
915-2020_Kildare, Transcona & Plessis	KILDARE AVE./TRANSCONA BLVD. & PLESSIS RD.
915-2020_Munroe & Roch	MUNROE AVE. & ROCH ST.
915-2020_St. Matthews & Wall	ST. MATTHEWS AVE. & WALL ST.

- E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### E2. GOODS

- E2.1 The goal of this contract is to procure a series of systems that can give the City of Winnipeg a complete understanding of transportation usage at designated signalized intersections. Each system should have three basic functions: (1) detecting vehicles for use in actuation of traffic signals; (2) detecting and counting the vehicle type, direction of travel, and turning movement of all vehicles that pass through the intersection; and (3) detecting direction and counting pedestrians and cyclists that pass through the intersection. These systems should operate continuously, as their primary purpose is for use as permanent count stations, from which temporal traffic patterns will be derived.
- E2.2 The Contractor shall supply and deliver intersection detection and counting systems in accordance with the requirements hereinafter specified.

### ALTERNATIVE 1

#### E3. CLOUD BASED SOLUTION

- E3.1 **Item No. 1** – shall be based on the supply and delivery of the equipment for the Intersection Detection and Counting Systems at nine (9) intersections identified in E8.1 plus one (1) spare system based on the intersection identified in E8.1(e).

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E3.2 Intersection Detection and Counting Systems shall have at a minimum the following:

E3.2.1 General

- (a) The Intersection Detection and Counting Systems shall:
- (i) Provide a non-intrusive means of detecting and counting traffic without roadway modifications or specialized and unique traffic signal poles for mounting;
  - (ii) Provide continuous counting and detection;
  - (iii) Count transportation network users by direction, movement, and user mode;
  - (iv) Have user-customizable counting zones that can be configured remotely; and
  - (v) Be able to distinguish and count the following transportation network user modes:
    - ◆ Light vehicle (e.g. passenger car)
    - ◆ Heavy Vehicle (e.g. semi-truck)
    - ◆ Cyclist
    - ◆ Pedestrian

E3.2.2 Data

- (a) The Intersection Detection and Counting Systems shall have the ability to:
- (i) Store data in bins of 15 minutes or more frequent;
  - (ii) Be date and time stamped;
  - (iii) Transfer data from the collection unit to a centralized database via wireless LTE modems;
  - (iv) Have records stored on a per-intersection basis, even if using multiple collection units; and
  - (v) Export data into CSV, Excel, or be accessible through an API.
- (b) Data shall be stored in database hosted by Contractor.

E3.2.3 Field Integration and Compatibility

- (a) The Intersection Detection and Counting System shall be:
- (i) Capable of integrating into the existing Model 332 Cabinets running model 2070 controllers; and
  - (ii) Supplied with all equipment and software required to function as designed. This includes, but is not limited to radar or camera equipment, mounting hardware, field wiring, detector rack cards (if necessary), circuit breakers, surge protection and power supply equipment.

E3.2.4 Environmental

- (a) The Intersection Detection and Counting System shall be:
- (i) Capable of continuous operation over an ambient temperature range of -34°C to 74°C and over a relative humidity range of 0% to 95% (non-condensing).
  - (ii) Approved to NEMA TS-2.

E3.2.5 Fail Safe Operation

- (a) The Intersection Detection and Counting System shall go into fail safe operation when a malfunction is detected or external conditions prevent it from operating as designed.

E3.2.6 Security of Private Information

- (a) The proposed solution must be audited and certified to one of the following standards or have sufficient compensating controls to ensure security of the private information:
- (i) ISO/IEC 27001
  - (ii) COBIT
  - (iii) HIPAA

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(iv) NIST 800-53

E3.2.7 Software

- (a) The IDCS shall include all applicable software to enable the Intersection Detection and Counting Systems to function and be used as designed, in accordance with these specifications.
- (b) The Solution's End User Licensing Agreement (EULA) must either be compliant with all relevant terms of this RFP (including, without limitation, the obligations imposed upon the Contractor and Solution by D6) or be sufficiently negotiable to meet the same standard of compliance.

E3.3 **Item No. 2** – Subscription, Licenses and any other applicable Fees shall be at a minimum the following:

- (a) Any subscription, licenses and/or fees shall be for a five (5) year term.

**ALTERNATIVE 2**

**E4. ON PREMISE SOLUTION**

E4.1 **Item No. 1** – shall be based on the supply and delivery of the equipment for the Intersection Detection and Counting Systems at nine (9) intersections identified in E8.1 plus one (1) spare system based on the intersection identified in E8.1(e).

E4.2 Intersection Detection and Counting Systems shall have at a minimum the following:

E4.2.1 General

- (a) The Intersection Detection and Counting Systems shall:
  - (i) Provide a non-intrusive means of detecting and counting traffic without roadway modifications or specialized and unique traffic signal poles for mounting;
  - (ii) Provide continuous counting and detection;
  - (iii) Count transportation network users by direction, movement, and user mode;
  - (iv) Have user-customizable counting zones that can be configured remotely; and
  - (v) Be able to distinguish and count the following transportation network user modes:
    - ◆ Light vehicle (e.g. passenger car)
    - ◆ Heavy Vehicle (e.g. semi-truck)
    - ◆ Cyclist
    - ◆ Pedestrian

E4.2.2 Data

- (a) The Intersection Detection and Counting Systems shall have the ability to:
  - (i) Store data in bins of 15 minutes or more frequent;
  - (ii) Be date and time stamped;
  - (iii) Transfer data from the collection unit to a centralized database via wireless LTE modems;
  - (iv) Have records stored on a per-intersection basis, even if using multiple collection units; and
  - (v) Export data into CSV, Excel, or be accessible through an API.

E4.2.3 Field Integration and Compatibility

- (a) The Intersection Detection and Counting System shall be:
  - (i) Capable of integrating into the existing Model 332 Cabinets running model 2070 controllers; and

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- (ii) Supplied with all equipment and software required to function as designed. This includes, but is not limited to radar or camera equipment, mounting hardware, field wiring, detector rack cards (if necessary), circuit breakers, surge protection and power supply equipment.

E4.2.4 Environmental

- (a) The Intersection Detection and Counting System shall be:
  - (i) Capable of continuous operation over an ambient temperature range of -34°C to 74°C and over a relative humidity range of 0% to 95% (non-condensing).
  - (ii) Approved to NEMA TS-2.

E4.2.5 Fail Safe Operation

- (a) The Intersection Detection and Counting System shall go into fail safe operation when a malfunction is detected or external conditions prevent it from operating as designed.

E4.2.6 Software

- (a) The IDCS shall include all applicable software to enable the Intersection Detection and Counting Systems to function and be used as designed, in accordance with these specifications.

E4.2.7 On Premise Solution shall operate on a Windows-based server platform.

E4.3 **Item No. 2** - Subscription, Licenses and any other applicable Fees shall be at a minimum the following:

- (a) Any subscription, licenses and/or fees shall be for a five (5) year term.

**E5. COMMUNICATION**

E5.1 The Intersection Detection and Counting System shall be capable using the existing City owned and managed cellular LTE modem and network switch for all connection, configuration and data retrieval needs.

**E6. TRAINING**

E6.1 The Contractor shall provide training in two (2) stages.

E6.1.1 Stage one (1) of the training shall be scheduled in consultation with the Contract Administrator and be conducted online. The training shall cover:

- (a) Intersection design and requirements.

E6.1.2 Stage two (2) of the training shall be scheduled in consultation with the Contract Administrator and be conducted on-site. Training shall consist of comprehensive classroom and hands-on. Training shall cover but is not limited to:

- (a) Installation, configuration and alignment;
- (b) Remote and field troubleshooting;
- (c) Regular maintenance requirements; and
- (d) Analytical software.

NOTE: Alternative arrangements may be made in the event of travel restrictions.

E6.2 Trainers shall be factory trained and authorized by the manufacturer.

E6.3 Training shall be scheduled to insure sufficient time is allocated to cover all aspects, functionality, troubleshooting and installation of the IDCS.

E6.4 The Contractor shall provide a PDF copy for equipment and software at no additional charge cost, including but not limited to:

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- (a) Intersection design and requirements;
- (b) Installation, configuration and alignment;
- (c) Troubleshooting;
- (d) Regular maintenance requirements; and
- (e) Analytical software.

## **E7. MAINTENANCE AND TECHNICAL SUPPORT**

- E7.1 Manufacturer-provided technical support shall be available via a toll-free number, and a certified technical representative shall be remotely available to assist with:
- (a) the physical installation, alignment, and configuration of each supplied IDCS;
  - (b) assist with troubleshooting, maintenance, or replacement of ICDS should such services be required;
  - (c) software issues and applications.
- E7.2 Technical support shall at a minimum follow the duration of any subscription, license and/or any other applicable fees as indicated in E3.3 and/or E4.3
- E7.3 The manufacturer shall make available free firmware upgrades and/or software upgrades for the IDCS and assembly for duration of any subscription, license and/or any other applicable fees as indicated in E3.3 and/or E4.3. The upgrades shall be made available on-line through the manufacture's website.

## **E8. INTERSECTIONS FOR INSTALLATION**

- E8.1 The following intersections have been selected for installation of the Intersection Detection and Counting systems:
- (a) Archibald Street & Elizabeth Road (Drawing No. 915-2020\_Archibald & Elizabeth)  
<https://www.google.ca/maps/place/49%C2%B052'15.6%22N+97%C2%B005'35.6%22W/@49.871006,-97.0942722,18z/data=!3m1!4b1!4m9!1m2!2m1!1sarchibald+%26+Elizabeth!3m5!1s0x0:0x0!7e2!8m2!3d49.8710057!4d-97.0932089>
  - (b) Brookside Boulevard & Farmer Road – Jefferson Avenue (Drawing No. 915-2020\_Brookside & Farmer, Jefferson)  
<https://www.google.ca/maps/place/Brookside+Blvd+%26+Farmer+Rd,+Winnipeg,+MB+R0C+3A0/@49.9607698,-97.2316531,17z/data=!3m1!4b1!4m5!3m4!1s0x52ea6d632aa4bdf7:0xe84ce9db1c4753ec!8m2!3d49.9607698!4d-97.2294644>
  - (c) Donald Street & York Avenue (Drawing No. 915-2020\_Donald & York)  
<https://www.google.ca/maps/place/York+Ave+%26+Donald+St,+Winnipeg,+MB+R3C+0N9/@49.8891883,-97.1432576,17z/data=!3m1!4b1!4m5!3m4!1s0x52ea71572bde417:0x9406ef1e944bfe!8m2!3d49.8891883!4d-97.1410689>
  - (d) Dublin Avenue & St. James Street (Drawing No. 915-2020\_Dublin & St. James)  
<https://www.google.ca/maps/place/St+James+St+%26+Dublin+Ave,+Winnipeg,+MB+R3H+0L2/@49.9114544,-97.2014207,17z/data=!3m1!4b1!4m5!3m4!1s0x52ea73a918b19b9f:0x2ff5a895568b537e!8m2!3d49.911451!4d-97.199232>
  - (e) Fermor Avenue & St. Anne's Road (Drawing No. 915-2020\_Fermor & St. Anne's)

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<https://www.google.ca/maps/place/Trans-Canada+Hwy+%26+Rte+150,+Winnipeg,+MB/@49.8553595,-97.1044252,19z/data=!3m1!4b1!4m5!3m4!1s0x52ea76eef20c83d:0xe6249790f440b1e6!8m2!3d49.8553586!4d-97.103878>

- (f) Harrow Street & Taylor Avenue (Drawing No. 915-2020\_ Harrow & Taylor)

<https://www.google.ca/maps/place/Harrow+St+%26+Taylor+Ave,+Winnipeg,+MB/@49.857233,-97.157516,17z/data=!3m1!4b1!4m5!3m4!1s0x52ea743dac9887d1:0xa390801f3e84484!8m2!3d49.8572296!4d-97.1553273>

- (g) Kildare Avenue West – Transcona Boulevard & Plessis Road (Drawing No. 915-2020\_ Kildare, Transcona & Plessis)

<https://www.google.ca/maps/place/Plessis+Rd+%26+Kildare+Ave+W,+Winnipeg,+MB/@49.9008753,-97.0275347,17z/data=!3m1!4b1!4m5!3m4!1s0x52ea7a17a9ff64bf:0x563dd939b23d41e6!8m2!3d49.9008719!4d-97.025346>

- (h) Munroe Avenue & Roch Street (Drawing No. 915-2020\_ Munroe & Roch)

<https://www.google.ca/maps/place/Munroe+Ave+%26+Roch+St,+Winnipeg,+MB+R2K+1H4/@49.919033,-97.1040017,17z/data=!3m1!4b1!4m5!3m4!1s0x52ea70fdc2b1477d:0x7625cf5f797063d1!8m2!3d49.919033!4d-97.101813>

- (i) St. Matthews Avenue & Wall Street (Drawing No. 915-2020\_ St. Matthews & Wall)

<https://www.google.ca/maps/place/St+Matthews+Ave+%26+Wall+St,+Winnipeg,+MB+R3G+0J8/@49.8904621,-97.1846306,17z/data=!3m1!4b1!4m5!3m4!1s0x52ea7391b4e54a57:0xbaf1663644be62f3!8m2!3d49.8904621!4d-97.1824419>

## **E9. RECORDKEEPING REQUIREMENTS**

E9.1 To satisfy City of Winnipeg recordkeeping requirements, the procured solution shall:

- (a) Assign records management actions to users based on roles (e.g., create, read, modify, delete, etc.);
- (b) Manage and maintain data/records and their associated metadata within the systems until they can be exported out;
- (c) Provide the functionality of exporting records and associated metadata into human-readable/viewable formats for manual recordkeeping and management in external locations;
- (d) Produce a report detailing success or failure during the export process (including identification of those records which generated errors or were not successfully exported);
- (e) Allow users with appropriate role-based access to permanently delete records that have been authorized for legal destruction; and
- (f) Produce a certificate or report of deletion of records and associated metadata.