



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 144-2023

**CENTRALIZED SOLUTION FOR EMERGENCY VEHICLE PREEMPTION PILOT AT
TRAFFIC SIGNALS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CENTRALIZED SOLUTION FOR EMERGENCY VEHICLE PREEMPTION PILOT AT TRAFFIC SIGNALS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 28, 2023.

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

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.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

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 five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B24.
- 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;
 - (b) Form B: Prices; and
 - (c) Form N: Requirements.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Key Personnel (Section C) in accordance with B11;
 - (b) Project Understanding and Methodology (Section D), in accordance with B12;
 - (c) Business Requirements (Section E) in accordance with B13;
 - (d) Technical Requirements (Section F) in accordance with B14; and
 - (e) Support Requirements (Section G) in accordance with B15.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(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:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.1.2 Prices stated in response to B9.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D20. Any such costs shall be determined in accordance with D20.
- B9.1.3 Implementation costs shall include the following, where applicable:
- (a) Configuration of the Solution to meet the needs of the Traffic Signals Branch and WFPS' operations;
 - (b) Testing of the Solution, including System Acceptance Testing performed by the Traffic Signals Branch and WFPS; and
 - (c) Training of City of Winnipeg staff to use the Solution.

- B9.1.4 Ongoing costs shall include the following, where applicable:
- (a) Software licensing and maintenance;
 - (b) Solution hosting if applicable;
 - (c) Maintenance of City of Winnipeg data, including thorough backups and disaster recovery;
 - (d) Upgrades and patches;
 - (e) Business and technical support;
 - (f) Incident response according to a Service Level Agreement; and
 - (g) Clear and timely response and communication for security incident management, risk management, vulnerability management, and incident management.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. FORM N-REQUIREMENTS

- B10.1 Proponent shall complete Form N – Requirements, making all required entries.

B11. EXPERIENCE OF PROPONENT AND KEY PERSONNEL (SECTION C)

- B11.1 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.
- B11.2 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent in providing programming; design, management of the project and contract administration services on three projects of similar complexity, scope and value executed in the previous five years.
 - (b) the experience and qualifications of the Key Personnel assigned to the Project. Include educational background, professional recognition, job title, and years of experience in current position.
- B11.3 For each project listed in B11.2(a), the Proponent should submit:
- (a) description of the project including the names of advance traffic management system (ATMS), traffic controller software, and emergency vehicle dispatch software that was integrated;
 - (b) role of the contractor;
 - (c) role of the key personnel listed described in B11.2(b), if applicable;
 - (d) name of client (road authority or fire/paramedic/police department);
 - (e) reference information (one current name with title and email addresses per project).
- B11.4 Describe your approach to overall team formation and coordination of team members.
- B11.5 Include an organizational chart for the Project. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.2(b).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION D)

- B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D3. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.3 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the Proponent's (and Services Provider's, if applicable) expectations of the City (including amount of work required by the City) in order to successfully undertake the work
 - (c) any other issue that conveys your team's understanding of the Project requirements.
- B12.4 Proposals should describe in detail the Solution implementation approach proposed by the Proponent during the Project implementation phase, including:
- (a) Analysis of the Traffic Signals Branch and WFPS's operations;
 - (b) System configuration;
 - (c) Go-Live.
- B12.5 Proposals should describe in detail the training methodology, materials, and process proposed by the Proponent, including:
- (a) System administration and support staff training;
 - (b) Traffic Signals Branch staff and WFPS staff user training; and
 - (c) City of Winnipeg user and administrative documentation.
- B12.6 Proposals should describe in detail the testing methodology proposed by the Proponent during the Project implementation phase, including:
- (a) Integration Testing;
 - (b) System Acceptance Testing; and
 - (c) Operability Performance Testing.
- B12.7 Proponents should provide a detailed implementation plan including, installation, training, approach configuration, go-live plan, issue management, and post go-live support and service.
- (a) Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
 - (b) The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the implementation phase of the project. Reasonable times should be allowed for completion of these processes.
 - (a) The Proponent's schedule should include resourcing requirements from the City in their implementation plan

B13. BUSINESS REQUIREMENTS (SECTION E)

- B13.1 The Proponent should provide a detailed explanation of how the proposed Solution:
- (a) Provides Administrative Users with the ability to:
 - (i) Create, manage, and authenticate users;
 - (ii) Assign roles and permissions for users;

- (iii) Create, edit, and manage detection zones, including assigning zones to pre-emption requests, if these tasks are to be completed by City of Winnipeg users;
 - (iv) Add, remove, and manage emergency vehicles; and
 - (v) Monitor current service performance, measure past service performance and understand and communicate what has happened with the service in the past, including data query, export, and KPI dashboards.
- (b) Provides to Administrative Users
- (i) Consistent and reliable reporting
 - (ii) Statistical data to assist in traffic signal timing improvements and WFPS service reports
 - (iii) Audit logs of preemption requests
- (c) Provides a preemption request service that is able to:
- (i) Accommodate up to four detection zones and preemption requests per signalized intersection
 - (ii) Detect emergency vehicles approaching an intersection
 - (iii) Recognize and differentiate preemption requests based on vehicle status (lights and sirens)
 - (iv) Operate in a grid street network with closely-spaced intersections while minimizing false calls
 - (v) Expand to 800 intersections and 140 emergency vehicles while maintaining fast performance and well-organized interface

B14. TECHNICAL REQUIREMENTS (SECTION F)

B14.1 The Proponent should provide a detailed explanation of how the Solution meets or implements the following:

- (a) The Solution's Administrative Application should be:
- (i) User friendly, accessible, and intuitive
 - (ii) Performant and efficient, allowing users to view data and configurations quickly with minimal processing delays
- (b) The Solution should:
- (i) Be hosted by the Proponent on infrastructure with high levels of availability, reliability, and scalability;
 - (ii) Integrate with the WFPS's CAD and AVL software to receive GPS location data and vehicle direction, and status;
 - (iii) Integrate with the TSB's ATMS and various traffic controller software to request emergency vehicle preemption at intersections.
 - (iv) Integrate with future changes to WFPS and TSB technologies, including other NTCIP based traffic signal controllers.

B15. SUPPORT REQUIREMENTS (SECTION G)

B15.1 The Proponent should provide a detailed explanation of how the Solution provides the following ongoing support:

- (a) Ongoing product support and maintenance;
- (b) Solution hosting;
- (c) Maintenance of City of Winnipeg data, including thorough backups and disaster recovery;
- (d) Solution upgrades and patches;
- (e) Ongoing business and technical support, including in-app support for reporting problems and feedback, online training portals, and help information. Include any limitations, restrictions, or constraints for accessing your support services

- (f) Incident response according to a Service Level Agreement. The Proponent should describe the support and maintenance services post-implementation including Service Level Agreements (SLA), for software components. Include any additional information regarding support that may be of interest to WFPS and TSB including but not limited to:
 - (i) Emergency Level where the system is completely non-responsive;
 - (ii) Urgent Level where Business or Technical Requirements are not operating as they should and are adversely affecting important business processes for a significant group of users;
 - (iii) Business Administrator Level where administration queries can be processed;
 - (iv) Training Level where assistance in support of bolstering the WFPS and TSB knowledge in order to support the members is required; and
 - (v) Enhancement Level where new features are requested
- (g) Clear and timely response and communication for security incident management, risk management, vulnerability management, and incident management.
- (h) Timely notification to The City of Winnipeg (within 24 hours of discovery) in the event of any unauthorized access and / or release of information (i.e. information breach).

B15.2 Include diagrams such as workflows to illustrate your support model including escalations and quality assurance.

B15.3 Include an organizational chart and/or RACI matrix that clearly identifies the roles and responsibilities of each person involved in the support model.

B15.4 Identify key points of contacts assigned to provide support to the City of Winnipeg.

B15.5 Identify all support services that are included as part of the Hosting Services,

B15.6 The Proponent should provide detail on direct cloud platform support.

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) MORR Consulting (provided City of Winnipeg EVP Feasibility Study)
- (b) Innovative Traffic Solutions (provided information on EVP services for Feasibility Study)
- (c) Emtrac (provided information on EVP services for Feasibility Study)
- (d) LYT (provided information on EVP services for Feasibility Study)
- (e) Applied Information (provided information on EVP services for Feasibility Study)
- (f) GTT/Opticom (provided information on EVP services for Feasibility Study)
- (g) Intelight (provided information on EVP compatibility with Maxtime software and 2070 controllers)

B17. CONFLICT OF INTEREST AND GOOD FAITH

B17.1 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.

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, Materials Management 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 D8).
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

B18.4 Further to B18.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B18.5 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.

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.

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/DEMONSTRATION

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

B22.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios. The City expects the Proponent would be demonstrating a functional version of their proposed Solution. The demonstration is to be made available within fifteen (15) Calendar days of the Contract Administrator providing notice to the Proponent.

B22.3 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 product demonstrations.

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, if any, pursuant to B18: (pass/fail)
- (c) Form N - Requirements: Requirements listed as mandatory: (pass/fail)
- (d) Total Bid Price 25%
- (e) Form N-Requirements not listed as mandatory 5%

- | | | |
|-----|---|-----|
| (f) | Experience of Proponent and Key Personnel (Section C) | 10% |
| (g) | Project Understanding and Methodology (Section D) | 10% |
| (h) | Business Requirements (Section E) | 20% |
| (i) | Technical Requirements (Section F) | 20% |
| (j) | Support Requirements (Section G) | 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(d), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.8.
- B24.6 Further to B24.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B24.6.1 Further to B24.1(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.
- B24.7 Further to B24.1(c) and B24.1(e), requirements in Form N - Requirements will be evaluated considering the information requested and submitted in accordance with B10.
- (a) Further to B24.1(c), requirements listed as mandatory are scored on a pass/ fail basis. Proponent submission shall meet these mandatory requirements in order to be deemed in compliance. If the explanation in the Comments column indicates the proposed solution meets the requirements in some way other than as stated, the City of Winnipeg, at its sole discretion, will deem if the deviation is acceptable.
- (b) Further to B24.1(e), requirements not listed as mandatory will be scored in accordance with the response provided by the Proponent.
- B24.8 Further to B24.1(e), Experience of Proponent and Key Personnel 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 B11.
- 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 B12.
- B24.10 Further to B24.1(h), Business Requirements will be evaluated considering your proposed solution's ability to meet the functionality requirements, in accordance with B13.
- B24.11 Further to B24.1(i), Technical Requirements will be evaluated considering your proposed solution's ability to integrate with the City of Winnipeg's existing systems, in accordance with B14.
- B24.12 Further to B24.1(j) Support Requirements will be evaluated considering the Proponent's ability to provide ongoing maintenance and incident support, in accordance with B15.

- B24.13 Notwithstanding B24.1(f) to B24.1(j), where Proponents fail to provide a response to B7.2(a) to B7.2(e), the score of zero may be assigned to the incomplete part of the response.
- B24.14 Proposals will be evaluated considering the information in the Proposal Submission and any interviews and demonstrations held in accordance with B22.
- B24.15 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.
- B24.16 This Contract will be awarded for Phase 1 (Item No. 1 and 2) only.
- B24.16.1 Further to B9.1, Phase 2 (Item No. 3 – 4) on Form B – Prices will be used for evaluation purposes, and the potential subsequent award of those items will be determined at a later date.

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.
- B25.4.1 Further to B25.4, the City reserves the right to negotiate and award future phases to the successful Proponent.
- B25.4.2 The Services for Phase 2 of this Contract is contingent upon Council approval of sufficient funding. If the budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award Phase 2.
- B25.5 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
- B25.5.1 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.
- B25.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B25.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

D2.1 The Winnipeg Fire Paramedic Service (WFPS) provides critical services to the citizens of Winnipeg. The WFPS responds to approximately 16,000 fire rescue calls and 120,000 medical calls per year, 50% of the calls require lights and sirens for response. The quality and effectiveness of WFPS's service delivery depends on the response time to incidents. Emergency vehicle pre-emption will reduce the travel time by reducing the delay caused by emergency vehicles arriving at an intersection on a red light and by reducing collisions as emergency vehicles proceed through a red light at an intersection.

D2.2 The WFPS uses the following software and hardware:

- (a) Hexagon computer-aided dispatch (CAD) software
- (b) Approximately 130 vehicles equipped with automatic vehicle locator (AVL) GPS modems (Sierra MP70 LTE-ADVANCED PRO/HSPA+).

D2.3 The City of Winnipeg's Traffic Signals Branch uses the following software and hardware:

- (a) McCain Transparency version 1.8.0.71 for its advanced traffic management software. It communicates with all 681 signalized intersections via LTE network connectivity.
- (b) McCain 170E style controllers running MC1 V1.B or RV v2.0 software and McCain 2070 style controllers running McCain Omni 1.11 software.
- (c) Software versions may be updated as they become available.

D2.4 The City of Winnipeg adds approximately three (3) new signalized intersections per year to the network.

D2.5 The WFPS adds approximately one (1) emergency vehicle to their fleet each year.

D3. SCOPE OF SERVICES

D3.1 The Work to be done under the Contract shall consist of implementation and a one-year pilot for a centralized Emergency Vehicle Preemption Solution. The implementation component will begin at the Start Date, while the subscription, hosting, and support will commence at the date of Go Live for a period of one (1) year.

D3.2 This project provides the City of Winnipeg an opportunity to replace and modernize the current localized and limited emergency vehicle pre-emption operation with a centralized system (the "**Solution**") taking advantage of the City's existing infrastructure and technologies. This larger goal is broken down into two phases:

- (a) Phase 1: Pilot
- (b) Phase 2: City-wide implementation

D3.3 Phase 1: Pilot

- (a) This phase, and the Work being awarded, is for a small-scale pilot at a subset of intersections. The Solution will be evaluated during the one-year pilot for the following measures:

- (i) System functionality: Evaluate the speed at which emergency vehicles approach and proceed through intersections.
- (ii) Accuracy and reliability: Determine if it reliably detects emergency vehicles and activates traffic signal preemption in a timely manner;
- (iii) Traffic flow impact: Assess the system's ability to provide emergency vehicle preemption without causing significant congestion or safety issues;
- (iv) Integration with emergency services: Assess the system's integration with emergency services, such as dispatch systems or AVLs.

D3.4 Phase 2: City-wide implementation

- (a) The second phase of the project entails a comprehensive city-wide implementation plan to deploy the Solution across all signalized intersections in the City of Winnipeg and equip all WFPS emergency response vehicles, as described in D2.2 and D2.3. However, it is important to note that the commencement of this phase is contingent upon the successful completion of the pilot. In the event that funding becomes accessible, the contractor shall be considered the preferred Proponent for any extensions or expansions beyond the initial one-year pilot duration. Upon the conclusion of the pilot, the following possibilities may arise:
 - (i) The Solution will be expanded to a city-wide implementation
 - (ii) The Solution will be extended in its current pilot form
 - (iii) The Solution subscription will be terminated if no further funding is available.

D3.5 The major components of the Work are as follows:

- (a) Implementation and Training
 - (i) Acquire a software solution capable of EVP at 800 signalized intersections by 140 emergency vehicles that can receive data from WFPS AVL or CAD and send preemption requests to the TSB traffic controllers.
 - (ii) Configure a pilot project at 10 intersections and 130 emergency vehicles. The pilot will be evaluated for effectiveness. The data monitored and collected over the pilot project will be considered for possible future city-wide implementation;
 - (iii) Testing of the Solution, including System Acceptance Testing performed by the City of Winnipeg; and
 - (iv) Provide training opportunities for City staff.
- (b) Subscription, hosting, and support:
 - (i) Software licensing and maintenance
 - (ii) Solution hosting
 - (iii) Maintenance of City of Winnipeg data and configurations, including thorough backups and disaster recovery;
 - (iv) Upgrades and patches;
 - (v) Business and technical support;
 - (vi) Incident response according to a Service Level Agreement; and
 - (vii) Provide monitoring and software maintenance options.

D3.6 Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2023.

D3.6.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

- D3.7 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.
- D3.8 The funds available for Phase 1 of this Contract are \$125,000 for one-time implementation cost and one year of software subscription, hosting services, and support.
- D3.9 The funds for Phase 2 of this Contract will be contingent upon Council approval.

D4. COOPERATIVE PURCHASE

- D4.1 The Contractor is advised that this is a cooperative purchase.
- D4.2 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.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D4.4 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.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 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 D4.4 and D4.5 will apply.
- D4.7 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.
- D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
- (a) “**ATMS**” means Advance Traffic Management System, which is , software allows the remote monitoring and control of traffic signals;
 - (b) “**AVL**” means Automatic Vehicle Locator which s a GPS-based technology used to track the location and movements of vehicles in real-time;
 - (c) “**CAD**” means computer-aided dispatch, a software system used by emergency services to facilitate the communication and coordination of resources during emergency incidents by allowing dispatchers to efficiently manage and track all aspects of an emergency response;

- (d) **“Configuration”** means any change to the Solution not requiring source code changes completed by the Contractor to provide the specified functionality;
- (e) **“Controller”** means a device used to manage and control the operation of traffic signals at an intersection.
- (f) **“Customization”** means any change, enhancement, etc. to the Solution requiring source code changes completed by the Contractor to provide the specified functionality;
- (g) **“EVP”** means emergency vehicle preemption, a technology used to change traffic signal lights in favor of an approaching emergency vehicle;
- (h) **“Go Live”** means the date on which the Solution is being used in production within the City of Winnipeg;
- (i) **“Hosting Provider”** means the person providing the EVP Hosting Services, who is also the Contractor.
- (j) **“Pilot”** means a one year experiment where the solution is tested on City of Winnipeg emergency vehicles and a subset of intersections.
- (k) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (l) **“Services Provider”** means the person providing the Professional Services, which may or may not be the Contractor.
- (m) **“Solution”** means a software solution provided by the Proponent to meet the needs described in this RFP.
- (n) **“Start Date”** means the date on which the parties agree to commence the Work;
- (o) **“Use”** means the collection, storage, use, processing, reproduction, modification, disclosure, or destruction of, or access to, Confidential Information
- (p) **“User”** refers in general to any person making use of the Solution;
- (q) **“TSB”** means the City of Winnipeg’s Traffic Signals Branch;
- (r) **“WFPS”** means the Winnipeg Fire and Paramedic Service;
- (s) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Morgan Glasgow P.Eng.,
Supervisor, Traffic Signal Systems, Public Works, City of Winnipeg
Telephone No. 204-986-2671
Email Address.: mglasgow@winnipeg.ca

D6.2 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.

D7. INFORMATION MANAGEMENT

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

D7.1 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.
- D7.2 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all Confidential Information which it acquires or Uses, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D7.3 The Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA, and any Use of Personal Information by the Contractor or its Representatives shall be done pursuant to and in accordance with that Act.
- D7.4 Further to C23, all Confidential Information is and shall remain the property of the City.
- D7.5 Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the RFP, the Contract, the Work, the City and/or its Representatives, or the Confidential Information without the prior written authorization of the City.
- D7.6 While this Contract is in effect and at all times thereafter the Contractor shall:
- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
 - (b) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and
 - (e) inform its Representatives of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements.
- D7.7 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 upon confirmation from the City that said copy is acceptable shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D7.8 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.
- D7.9 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.

- D7.10 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.
- D7.11 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.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D8.1 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.
- D8.1.1 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.
- D8.1.2 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.

D9. UNFAIR LABOUR PRACTICES

- D9.1 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.
- D9.2 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.
- D9.3 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.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.

- D9.5 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.
- D9.5.1 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.
- D9.5.2 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 D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 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

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. INSURANCE

- D11.1 The Contractor shall provide and maintain the following insurance coverage should they be on site to perform the Work
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, automobile liability insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence. Such insurance may be met through commercial general liability, if applicable;
- D11.2 The Contractor shall provide and maintain the following insurance coverage from award to completion:
- (a) Professional liability insurance in an amount not less than \$500,000 per claim and \$1,000,000 annual aggregate. Such policy shall remain in force for the duration of the Work and for six (6) months after Total Performance.
- D11.3 Deductibles shall be borne by the Contractor.

- D11.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D11.5 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.
- D11.6 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.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 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.
- D12.2 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 D10;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D11; and
 - (iv) the direct deposit application form specified in D16.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D13.3 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.
- D13.4 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.
- D13.5 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.
- D13.6 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 D13.5. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.7 The Work schedule, including the durations identified in D3 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D13.8 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.

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.

MEASUREMENT AND PAYMENT

D15. INVOICES

- D15.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204- 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D15.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

- D16.1 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.

D17. PAYMENT SCHEDULE

- D17.1 Payment Schedule (Progress Payments)
- (a) The Proponent should provide in their project proposal a payment schedule that clearly states payment amounts and conditions associated to specific project milestones. The conditions of the milestones should be clear and precise. They should be structured such that a project milestone is reached and all deliverables associated to that milestone have been produced to the satisfaction of the City, prior to issuing payments.
- D17.2 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

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 Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

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 sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- 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 B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.
- E1.3 The Solution's End User Licensing Agreement (EULA), as well as any other agreement which the Contractor and/or Services Provider (if applicable) request to have signed, or agreed to, by the City (such as Terms of Service), must either be compliant with all relevant terms of the Contract (including, without limitation, the obligations imposed upon the Contractor and/or Services Provider (if applicable) or be sufficiently negotiable to meet the same standards.

E2. SERVICES

- E2.1 The Work shall include provision of all items, services, and resources required for the complete functioning of the proposed Solution, including but not limited to the cost of all applications, software (including 3rd party), analysis, configuration, data migration, testing, training, transition, licensing, initial annual subscription, and professional support. These items, services, and resources shall meet the needs further described in this document and shall be consistent with the submitted Proposal.
- E2.1.1 The Contractor shall provide the items, services, and resources in E2.1 once for the purposes of implementation and Go-Live of the Solution for the one-year pilot.
- E2.2 The Contractor shall provide maintenance and support required for the complete functioning of the proposed Solution, including licensing, hosting, upgrades and patches, business and technical support, and incident response. These services and resources shall meet the needs further described in this document and shall be consistent with the submitted Proposal.
- E2.2.1 The Contractor shall provide the services and resources in E2.2 for the purposes of operation of the Solution for the one-year pilot.
- E2.3 The Contractor shall provide the following in accordance with the Form B – Prices, and hereinafter specified.

E3. SOLUTION REQUIREMENTS

- E3.1 The Contractor shall provide the Solution in accordance with the requirements specified herein, D3, and Form N: Requirements.
- E3.2 Business Requirements
- (a) Integration and Communication:
- (i) The Solution shall create Emergency Vehicle Preemption (EVP) requests from the existing WFPS CAD system.
 - (ii) Requests to intersections shall be determined using a route-based algorithm or vehicle proximity.
 - (iii) The Solution must communicate with traffic signal controllers to provide priority to emergency vehicles.
 - (iv) The Solution must be able to identify emergency vehicles approaching an intersection and activate the signal preempting process.
- (b) Pilot and Scalability:

- (i) The pilot phase shall include 10 intersections and 130 emergency vehicles.
- (ii) The Solution must be capable of expanding to 800 intersections and 140 vehicles.
- (c) Ongoing Monitoring:
 - (i) The Solution must monitor preemption activations to ensure that emergency activations are justified.
 - (ii) The Solution must monitor preemption activations to track the frequency of preemption activations.
 - (iii) The Solution must monitor the speed of emergency vehicles traveling through intersections.
- (d) User Management:
 - (i) The Solution shall allow TSB staff to manage users and user permissions.
 - (ii) The Solution shall allow WFPS staff to add and remove emergency vehicles from the system.
 - (iii) The Solution shall allow WFPS staff to manage users and user permissions.
- (e) Detection Zone Mapping:
 - (i) Every detection zone must be mapped to the proper EVP input on the traffic controller.
 - (ii) The Solution shall provide guidance on setting up detection zones if to be completed by TSB staff.
 - (iii) The Solution shall allow easy calibration of request details, such as the timing of early requests, by TSB Staff.

E3.3 Technical Requirements

- (a) Compatibility Requirements:
 - (i) The Solution shall be compatible with WFPS's existing dispatch system.
 - (ii) The Solution shall be compatible with the TSB's existing ATMS and/or controllers.
- (b) Security and Compliance:
 - (i) The Solution shall be secure and protected against cyber attacks or unauthorized access.
 - (ii) The Solution shall include error reporting and audit logging.
 - (iii) Backup and disaster recovery requirements shall be specified, including data backups, disaster recovery plans, and the ability to restore data in the event of an outage.
 - (iv) The Solution shall be hosted on a centralized cloud platform.
 - (v) Centralized maintenance and updates shall be provided for the platform.

E3.4 Support Requirements

- (a) Support and Training:
 - (i) Helpdesk support shall be available Monday-Friday (0800-1600 CST).
 - (ii) Training shall be provided for TSB and WFPS staff.

E4. RECORDKEEPING REQUIREMENTS

E4.1 To satisfy City of Winnipeg recordkeeping requirements, the Contractor, Services Provider (if applicable), and Solution shall (as applicable):

- (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 s 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

E4.2 Produce a certificate or report of deletion of records and associated metadata.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- 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.
- F1.1 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.
- F1.2 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.