



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 315-2023**

**PROVISION OF TRAFFIC COUNT AND COLLISION DATA SYSTEM**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF TRAFFIC COUNT AND COLLISION DATA SYSTEM

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 29, 2024.

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

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](http://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 B27.
- 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.
  - (c) Form N: Requirements.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
  - (c) Project Understanding and Methodology (Section E) in accordance with B13;
  - (d) Project Schedule (Section F) in accordance with B14;
  - (e) Business Requirements (Section G) in accordance with B15;
  - (f) Technical Requirements (Section H) in accordance with B16;
  - (g) Support Requirements (Section I) in accordance with B17; and
  - (h) Value Added Services (Section J) in accordance with B18.
- 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 B27.1(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.

B9.2 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 SUBCONTRACTORS (SECTION C)**

B11.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming, design, management of the project and contract administration services on up to three (3) projects of similar complexity, scope and value.

B11.2 For each project listed in B11.1(a) the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) link to public-facing data portal;
- (d) project owner; and
- (e) reference information (one current name with telephone number and email per project). References may be contacted to evaluate this clause.

B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B11.3 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.

**B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.1.1 Include an organizational chart for the Project.

B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.

B12.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (one current name with telephone number and email per project).



**B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B13.1 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.
- B13.2 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.
- B13.3 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the proposed Project budget;
  - (c) the City's Project methodology with respect to the information provided within this RFP; and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> and;
  - (d) any other issue that conveys your team's understanding of the Project requirements.
- B13.4 Proposals should describe in detail the Solution implementation approach proposed by the Proponent during the Project implementation phase, including:
- (a) Review and confirmation of the City's traffic count and collision data system needs identified in this proposal;
  - (b) Configuration of the Solution to meet the requirements;
  - (c) Migration of historical and existing data sources to the Solution;
  - (d) Parallel operations; and
  - (e) Go-Live.
- B13.5 Proposals should describe in detail the training methodology, materials, and process proposed by the Proponent. Training is not expected to be in-person and should consider Field Staff of about seven (7) staff, Administrator and Analyst (3-4) training. City administrators are expected to train internal customers on how to use the data portal; however, proponents should discuss any training material available for internal and public customers.
- B13.6 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.

**B14. PROJECT SCHEDULE (SECTION F)**

- B14.1 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.
- B14.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

**B15. BUSINESS REQUIREMENTS (SECTION G)**

- B15.1 The Proponent should provide a detailed explanation of how the Solution:

- (a) Provides Administrators with the ability to:
  - (i) Administer user accounts and assign users to user groups.
  - (ii) Manage the data, reports, and apps available to user groups.
- (b) Provides Analysts with the ability to:
  - (i) Maintain an inventory of traffic monitoring equipment suitable for asset management purposes (e.g., equipment model, purchase date, purchase price, and retired date).
  - (ii) Manage useable traffic monitoring equipment and review performance information (e.g., average life of equipment batteries, common types of equipment failure).
  - (iii) Manage and assign Tasks (e.g., accept/modify, prioritize, and assign count requests to field staff).
  - (iv) Schedule Tasks with consideration for staff availability, traffic monitoring equipment availability, and optimizing travel between Task locations.
  - (v) Track Study progress (e.g., requested, assigned, collected, uploaded, delayed, cancelled).
  - (vi) Review program performance metrics (e.g., % requested counts completed and average time to completion) in a table and dashboard format.
  - (vii) Input events that influence traffic (e.g., snow storms, major construction, collisions, parades, holidays) and input their temporal and spatial impact so they can accompany all relevant data.
  - (viii) Manage which data validation criteria and thresholds are applied to each type of short-duration study data (e.g., count, speed, class, turning movement).
  - (ix) Define data validation criteria and manage criteria and thresholds that are automatically applied to continuous count data by site.
  - (x) Configure data validation flag severities (e.g., reject, warning, needs review, for information) that result from the validation criteria and threshold applied to continuous count data.
  - (xi) Efficiently review flagged short-duration studies and continuous count data to help determine data validity (e.g., reject, valid, not useable for annual statistics).
  - (xii) Develop traffic pattern groups (defined in both the FHWA and TAC Traffic Monitoring Guides) based on statistical comparative analysis (e.g., hierarchical cluster analysis) that Analysts can review/adjust/confirm through a graphical interface.
  - (xiii) Manage traffic pattern groups (TPGs) by allowing Analysts to assign various TPGs (e.g., seasonal, time-of-day, and axle correction) to all study sites.
  - (xiv) Automatically assign/suggest short-duration study locations to TPGs based on spatial and/or temporal factors. This could include a graphical interface for Analysts to compare a short-duration study's hourly traffic pattern to that of different TPGs.
  - (xv) Produce summary statistics for all short-duration studies and continuous count sites. Calculation of summary statistics should follow the [FHWA 2022 Traffic Monitoring Guide](#).
  - (xvi) Review/validate annual summary statistics (e.g., AADT, MADT) from a network level (e.g., traffic flow map showing annual change in traffic).
  - (xvii) View and customize city-wide, project-level, and site-level safety performance metrics that can be targeted to certain safety focus areas (e.g., pedestrians, cyclists, signalized intersections, etc.).
  - (xviii) Input Safety Performance Functions for different site types (e.g., four-legged signalized intersections) and automatically conduct network screening based on Empirical Bayes methodology, which outputs various indicators including Excess Collisions, Expected Collisions, and Level of Service of Safety.
  - (xix) Conduct network screening based on collision rate and collision frequency.
  - (xx) Produce estimates of safety benefits at individual or multiple sites based on the application of selected or inputted Collision Modification Factors.
- (c) Provides Field Staff with the ability to:

- (i) Review tasks (e.g., retrieve data from continuous count sites, verify equipment status) that have been assigned to them in a list and map format.
  - (ii) Enter study information from the field (e.g., study progress, notes/issues, multiple site photos, equipment used, and text location).
  - (iii) Track progress on completing their Tasks.
  - (iv) Batch upload raw traffic study data files from all the City's equipment and file types as specified in Form-N Technical Requirements FR-4.2.4 to FR-4.2.15.  
Upload proprietary vendor file types (i.e., JAMAR tf2 files provided in [Appendix B](#) and JAMAR snj files provided in [Appendix C](#)) and eliminate the need to use existing vendor software.
- (d) Provides Internal Customers with the ability to:
- (i) Request all types of short-duration traffic studies as specified in Form-N Technical Requirements FR-4.1 and FR-4.2.
  - (ii) Request multiple locations and/or study dates in a single request to reduce time spent completing forms and allow Internal Customers to retrieve traffic data by request.
  - (iii) Make changes, track progress, and receive completion notices for their requested studies.
  - (iv) Review study site photos.
  - (v) Review a map of all studies currently in progress. For example, Manitoba Hydro staff need to be able to confirm if the City's traffic monitoring equipment is attached to their infrastructure (e.g., hydro poles).
  - (vi) Review all collision data through interactive maps, charts, statistics, reports, and more detailed data files for download.
- (e) Provides Public Customers with the ability to:
- (i) Review all turning movement counts, short-duration study locations, and continuous count sites by mode through an interactive map.
  - (ii) View traffic volume flow on street segments through an interactive map.
  - (iii) Access current and historical summary statistics, charts, reports, and more detailed data files for download.

## **B16. TECHNICAL REQUIREMENTS (SECTION H)**

B16.1 The Proponent should provide a detailed explanation of how the Solution meets or implements the following:

- (a) The Solution's Administrative App should be:
  - (i) Performant and efficient, allowing users to perform transactions and view data quickly with minimal processing delays.
  - (ii) User-friendly, accessible, and intuitive.
- (b) The Solution's Study Request App should be:
  - (i) Integrated with the City's street and intersection network GIS databases.
  - (ii) User-friendly, accessible, and intuitive.
- (c) The Solution's Study Scheduling App should be:
  - (i) User-friendly, accessible, and intuitive.
- (d) The Solution's Field Data Collection App should be:
  - (i) Operable from both iOS or Android smartphones or tablets.
  - (ii) Able to use mobile device cameras for taking pictures.
  - (iii) User-friendly, accessible, and intuitive.
- (e) The Solution's Data Validation App should be:
  - (i) Performant and efficient, allowing users to perform transactions and view data

- quickly with minimal processing delays.
- (ii) User-friendly, accessible, and intuitive.
- (f) The Solution's Internal and Public Customer-Facing App(s) should be:
  - (i) User-friendly, accessible, and intuitive.
  - (ii) Performant and efficient, allowing users to perform transactions and view data quickly with minimal processing delays.
  - (iii) Visually appealing.
- (g) The Solution should:
  - (i) Be hosted by the Proponent on infrastructure with high levels of availability, reliability, and scalability.
  - (ii) Have API integration capabilities that can be used by the City that use standard web service technologies, are well documented, and provide access to a complete range of data and functionality.
  - (iii) Provide an integrated record management solution that efficiently and systematically controls the creation, receipt, maintenance, use and disposition of records, including processes for capturing and maintaining evidence of and information about business activities and transactions in the form of records.

## **B17. SUPPORT REQUIREMENTS (SECTION I)**

### **B17.1 Ongoing Support**

- B17.1.1** Describe how the Solution provides support for City Staff.
- (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, user groups, online user communities and user-generated content, user documentation, 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 delineation between tasks for which the City will be responsible vs. those that your support services will provide.
  - (g) Clear and timely response and communication for security incident management, risk management, vulnerability management, and incident management.
- B17.2** Describe how the Proponent will notify, in a timely manner (within 24 hours of discovery), The City of Winnipeg in the event of any unauthorized access and/or release of information (i.e. information breach).

## **B18. VALUE ADDED SERVICES (SECTION J)**

- B18.1** Proponent should specify what value-added services or features are available with their proposal above and beyond what has been specified in Part E and included at no additional cost. Proponent should specify if there are any limits or conditions for the availability of these value-added services. Include additional features and modules that integrate with the proposed Solution.
- B18.2** Proponents should identify any additional services/products that they provide that can be acquired at an additional cost. Please describe the feature and provide the additional upfront or annual cost in the proposal.

## **B19. INTERVIEWS AND PRODUCT DEMONSTRATIONS**

- B19.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B19.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations over video call to given scenarios. The City expects that the Proponent would be demonstrating a functional version of their proposed Solution. The demonstration is to be made available within fifteen (15) days of the Contract Administrator providing notice to the Proponent.
- B19.3 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.

## **B20. DISCLOSURE**

- B20.1 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.
- B20.2 The Persons are:
- (a) Drakewell Inc. (product and budget estimation information)
  - (b) High Dessert Traffic (product and budget estimation information)
  - (c) MS2 Software (product and budget estimation information)
  - (d) TNS Group (product and budget estimation information)
  - (e) Transmetric (product and budget estimation information)
  - (f) Urban Logiq (product information)

## **B21. CONFLICT OF INTEREST AND GOOD FAITH**

- B21.1 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.
- B21.2 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.
- B21.3 In connection with its Proposal, each entity identified in B21.2 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.

B21.4 Without limiting B21.3, 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.

B21.5 Without limiting B21.3, 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 B21.4 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.

B21.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B22. QUALIFICATION**

B22.1 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.

B22.2 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>

B22.3 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; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B22.4 and D8).

B22.4 Further to B22.3(c), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B22.5 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 any proposed Subcontractor.

### **B23. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B23.1 Proposals will not be opened publicly.

B23.2 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).

B23.3 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).

B23.3.1 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.

B23.4 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.

### **B24. IRREVOCABLE OFFER**

B24.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B24.2 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.

### **B25. WITHDRAWAL OF OFFERS**

B25.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

### **B26. NEGOTIATIONS**

B26.1 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.



- B26.2 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.
- B26.3 If, in the course of negotiations pursuant to B26.2, 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.

## **B27. EVALUATION OF PROPOSALS**

- B27.1 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 B22:                                 | (pass/fail) |
| (c) Form N - Requirements: Requirements listed as mandatory:   | (pass/fail) |
| (d) Total Bid Price; (Section B)   | 15%         |
| (e) Experience of Proponent and Subcontractor; (Section C)   | 5%          |
| (f) Experience of Key Personnel Assigned to the Project; (Section D)   | 4%          |
| (g) Project Understanding and Methodology; (Section E)   | 10%         |
| (h) Project Schedule; (Section F)  | 5%          |
| (i) Business Requirements; (Section G)   | 36%         |
| (j) Technical Requirements; (Section H)  | 15%         |
| (k) Support Requirements; (Section I)  | 5%          |
| (l) Value-Added Services. (Section J)  | 5%          |
- B27.2 Further to B27.1(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.
- B27.3 Further to B27.1(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.
- B27.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B27.1(a) and B27.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B27.5 Further to B27.1(d), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.5.
- B27.6 Further to B27.1(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.
- B27.6.1 Further to B27.1(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.
- B27.7 Further to B27.1(c), requirements in Form N - Requirements will be evaluated considering the information requested and submitted in accordance with B10.



- (a) Further to B27.1(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.
- B27.8 Further to B27.1(d), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B27.9 Further to B27.1(e), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B27.10 Further to B27.1(f), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.
- B27.11 Further to B27.1(g), Project Understanding and Methodology will be evaluated considering the Proponent's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B27.12 Further to B27.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.4.
- B27.13 Further to B27.1(i), Business Requirements will be evaluated considering the information requested and submitted by the proponent in accordance with B15.
- B27.14 Further to B27.1(j), Technical Requirements will be evaluated considering the information requested and submitted by the proponent in accordance with B16.
- B27.15 Further to B27.1(k), Support Requirements will be evaluated considering the information requested and submitted by the proponent in accordance with B17.
- B27.16 Further to B27.1(l), Value-Added Services will be evaluated considering the information requested and submitted by the proponent in accordance with B18.
- B27.17 Notwithstanding B27.1(e) to B27.1(l), where Proponents fail to provide a response to B7.2(a) to B7.2(h), the score of zero may be assigned to the incomplete part of the response.
- B27.18 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B27.19 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.
- B27.20 This Contract will be awarded as a whole.

## **B28. AWARD OF CONTRACT**

- B28.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B28.2 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.
- B28.2.1 Without limiting the generality of B28.2, 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.

- B28.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B28.4 The City may, at its discretion, award the Contract in phases.
- B28.5 Further to B28.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B28.6 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
- B28.6.1 The Contract documents, as defined in C1.1(p) in their entirety, shall be deemed to be incorporated in and to form a part of the award letter, notwithstanding that they are not necessarily attached to or accompany said award letter.
- B28.7 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D20 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B28.8 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B28.9 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 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](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 City of Winnipeg has greatly expanded their Traffic Monitoring Program in the last five years and needs a Solution that will support the acquisition, validation, analysis, and dissemination of all its data sources. The major limitations of the current Traffic Monitoring Program are:

- (a) There is no central database that stores all data sources. Some data sources are in an Oracle database, many are flat files stored in folders, and some new sources are still not stored locally.
- (b) Short-duration studies are currently managed through a series of disconnected excel files that result in poor scheduling, duplication of effort, and data entry error.
- (c) There are multiple intersection turning movement data file formats and classification schemes that make it difficult to compare historically.
- (d) Short-duration data validation only identifies file format errors and significant data fluctuations. Continuous data validation is completed weekly and tracked in an excel spread sheet that needs to be better connected to the actual data.
- (e) Annual data summarization and reporting is completed for continuous vehicle and bike traffic data but the process is primarily completed in multiple excel files which struggles to handle these large data sets. Short-duration data is not currently adjusted to estimates of annual traffic.
- (f) Only the short-duration mid-block study data are available to Internal Customers through a non-geospatial application. All other traffic data requests are fulfilled directly by Traffic Monitoring Program staff which takes up valuable time.
- (g) There is no publicly available application to disseminate data to Public Customers. Two data sources are available on the City's Open Data website ([continuous midblock data](#) and [short-duration mid-block data](#)) but they are not well used as the data is not easily parsed by typical Public Customers and consultants.

D2.2 The Traffic Monitoring Program Manager is supported by the Data Scientist and the Data Collection Manager who manages 4 Field Staff in the collection of all traffic data. Specific responsibilities as they relate to the traffic monitoring program are detailed in Table 1.

Table 1: Traffic Monitoring Program Staff and Responsibilities.

Position	Traffic Monitoring Program Responsibilities
Traffic Monitoring Program Manager	<ul style="list-style-type: none"> <li>• Sets program goals and objectives</li> <li>• Designs and executes program to meet goals</li> <li>• Procures data collection equipment</li> <li>• Disseminates data</li> </ul>
Data Scientist	<ul style="list-style-type: none"> <li>• Manages data and databases</li> <li>• Conducts data analysis</li> <li>• Implements quality assurance/control measures</li> </ul>
Data Collection Manager	<ul style="list-style-type: none"> <li>• Schedules data collection activities</li> </ul>

	<ul style="list-style-type: none"> <li>• Transfers data from collection equipment to databases</li> <li>• Maintains data collection equipment</li> <li>• Conducts data validation</li> <li>• Processes traffic data</li> </ul>
Field Staff	<ul style="list-style-type: none"> <li>• Installs and monitors count equipment</li> <li>• Processes traffic data</li> </ul>

### D2.3 Motorized Traffic Count Program

This section discusses the City's traffic data sources that are summarized Table 2.

Table 2: Traffic Monitoring Equipment and Type of Data Collected.

Equipment Technology - Vendor Model	Mode Monitored	Data Type Collected							
		Count Vehicle-Based	Count Axle-Based	Class Axle-Based	Class Length-Based	Class Body-Based	Speed	Weight	Turning Movement
<b>Continuous Data Sources</b>									
Video - Miovision Traffic Link	All Modes	Y				Y			Y
Microwave radar - Houston Radar Speed Lane Pro	Vehicle	Y			Y		Y		
Weigh-in-motion - Kystler Quartz WIM	Vehicle		Y	Y			Y	Y	
Inductive loops - Eco-counter Zelt Combo 2 - Eco-counter Zelt Evo	Bicycle	Y							
Passive infrared - Eco-counter Pyro	Pedestrian & Bicycle	Y							
<b>Short-Duration Data Sources</b>									
Video review (Partial day)	All Modes	Y				Y			Y
Pneumatic road tubes - Jamar Trax	Vehicle		Y	Y					
Pneumatic road tubes - Jamar Trax mite - Jamar Apollyon - Jamar Pinnacle	Vehicle		Y	Y			Y		
Microwave radar - Jamar Black CAT II	Vehicle	Y			Y		Y		
Pneumatic road tubes - Eco-counter TUBE	Bicycle		Y						

(a) Continuous Traffic Data

- (i) The City of Winnipeg has 20 midblock continuous count stations. The data collection devices used at these stations are Houston Radar Speedlane Pro dual side-fire radar. Data collected includes count, speed, vehicle length, lane of travel, and direction of travel. Data is stored as individual vehicle records in a MS SQL Server database hosted by the City of Winnipeg ([Documentation Link](#)).
  - (ii) The City of Winnipeg has 9 intersection continuous count stations. The data collection devices used at these stations are Miovision TrafficLink with the "Multi-modal turning movement counts" module. Data collected includes count, user classification (i.e., light, single-unit truck, bus, articulated truck, cyclist, pedestrian), crosswalk used or turning movement, and direction of travel. Data is stored in 15-minute bins and available through Miovision's API ([Documentation Link](#)). The City of Winnipeg intends to install 18 additional intersection continuous count stations in 2023-2024.
  - (iii) The City of Winnipeg receives vehicle weight data from one weigh-in-motion site owned by the Province of Manitoba. The data is provided in W-card file format (sample provided in [Appendix G](#)) which is defined in the [FHWA 2022 Traffic Monitoring Guide](#) (section 4.6.2, table 4-20)
- (b) Short-Duration
- (i) The City of Winnipeg collects approximately 200-400 short-duration midblock vehicle traffic/speed studies per year. Study requests are managed in an MS Access database. Study progress and information is tracked in an excel file (sample provided in Appendix A).
  - (ii) The City of Winnipeg currently uses Jamar TRAX Pinnacle pneumatic tube counters, Jamar TRAX Apollyon II pneumatic tube counters, Jamar TRAX I pneumatic tube counters, and Jamar BlackCAT II microwave radar counters to conduct short-duration midblock vehicle counts.
  - (iii) Data from these devices includes count, speed, vehicle length, wheelbase length, direction, and lane/channel. Data is exported into one of two JAMAR proprietary formats that include tf2 (sample provided in Appendix B) and snj (sample provided in [Appendix C](#) files).
  - (iv) Data from short-duration midblock counts is processed using Jamar STARnext software and is exported to CSV in 15-minute bins OR individual vehicle records depending on the equipment used and study setup.
- (c) Turning Movement Counts
- (i) The City of Winnipeg conducts approximately 100-200 intersection turning movement counts per year.
  - (ii) The City of Winnipeg primarily collects turning movement counts by manually reviewing video files using a Spack countPro counting board (sample data format provided in Appendix D). This data is occasionally supplemented with Miovision processed turning movement counts (sample data format provided in Appendix E).
  - (iii) Data from intersection turning movement counts is recorded in 15-minute bins.
  - (iv) Turning movement counts include user classifications for light vehicles (e.g., cars and pickups), medium vehicles (e.g., buses and single-unit trucks), heavy vehicles (e.g., articulated trucks), cyclists on the road, pedestrians on crosswalks, and cyclists on crosswalks.

#### D2.4 Non-Motorized Traffic Count Program

- (a) Continuous Cyclist and Pedestrian Data
- (i) The City of Winnipeg has 20 midblock continuous cyclist count stations. The data collection devices used at these stations are Eco-Counter Zelt Combo 2 inductive loop counters. Data collected includes count and direction of travel. Data is stored in 15-minute bins and available through Eco-Counter's API ([See Documentation](#))
  - (ii) The City of Winnipeg intends to install 5 more midblock continuous cyclist count stations by 2025. The data collection devices used at these stations will be Eco-Counter Zelt Evo inductive loop counters.

- (iii) The City of Winnipeg has 3 midblock pedestrian count stations. The data collection devices used at these stations are Eco-Counter Pyro Boxes. Data collected includes count and direction of travel. Data is stored in 15-minute bins and available through Eco-Counter's API ([See Documentation](#))
    - (iv) The City of Winnipeg intends to install 1 new midblock pedestrian count station each year.
    - (v) The City of Winnipeg also collects continuous pedestrian and cycling data with Miovision TrafficLink devices, as described in D2.3(a)(ii).
  - (b) Short-Duration Cyclist Data
    - (i) The City of Winnipeg conducts approximately 100 short-duration midblock cyclists counts per year.
    - (ii) The City of Winnipeg currently uses 10 Eco-Counter TUBE pneumatic tube counter to conduct short-duration midblock cyclists counts (sample provided in Appendix F).
    - (iii) Data from short-duration midblock cyclists counts is uploaded to Eco-Visio and either exported to CSV in 15-minute bins or accessed through Eco-Counter's API ([See Documentation](#)). An Excel file is used to track the time period that equipment is installed at each study site.
    - (iv) The City of Winnipeg also collects short-duration cyclist data as part of intersection turning movement counts, as described in D2.3(c).
  - (c) Short-Duration Pedestrian Data
    - (i) Short duration pedestrian count data is collected as part of intersection turning movement counts (described in D2.3(c)) and midblock crossing counts which are pedestrian specific studies that are collected through manual video review.
- D2.5 The Winnipeg Road Safety Strategic Action Plan (RSSAP) was approved by Council on July 21, 2022 to provide focused and strategic direction for road safety investments over the next five years. Several of the 67 actions identified in the RSSAP relate to the need to improve and better integrate safety data into divisional practices. These include:
  - (a) Implementing annual road safety reporting that tracks city-wide safety performance and progress towards the RSSAP five-year goal of reducing major injuries and fatalities by 20%.
  - (b) Improving the quality of safety data to allow for more accurate analysis.
  - (c) Evaluating the safety performance impacts of various countermeasures implemented as part of projects and site-specific improvements.
  - (d) Conducting road safety reviews that include detailed collision analyses at locations identified through networking screening results.
- D2.6 The City of Winnipeg uses collision claims data provided by Manitoba Public Insurance (MPI) for road safety analysis.
  - (a) The collision data typically contains one record per person involved. Common attributes such as collision configuration, severity, time of day, road surface condition, contributing factors, among others, are included.
  - (b) The collision data is provided annually by MPI in three excel files that share a parent-child ID field to relate data on persons and vehicles involved in a collision.
  - (c) The City automatically geo-locates collision records based on three street name fields. About 20% of collision records cannot be geolocated in this way, primarily due to lack of street name data. However, major improvements could be made in locating collision records like those along segments that comprise multiple segments and at intersections with duplicate names.
  - (d) The City is currently working with The Manitoba Public Insurance Corporation (MPI) to negotiate an Information Sharing Agreement (ISA) for the use of MPI collision data. The City is operating under the assumption that the final terms of the ISA will allow the City to host collision records on the Solution. However, the Contractor may have to accommodate

other data sharing requirements defined in the pending ISA, and will be required to agree to such Terms of Use without modification to Bid Price.

- D2.7 The City of Winnipeg utilizes Safety Performance Functions (SPFs) modeled from local data.
- (a) SPFs are available for four-legged and three-legged signalized intersections, as well as minor-street stop control intersections for arterial-street intersections.
  - (b) Excess collisions, expected collisions, and Level of Service of Safety (LOSS) are used for network screening purposes.
  - (c) SPFs are calibrated annually with new collision data and the network screening is then re-run.
  - (d) SPFs were developed in 2016 and there will be a need to update the functions and potentially add new functions in the near-term.

### **D3. SCOPE OF SERVICES**

D3.1 The Work to be done under the Contract shall consist of Professional Services to implement the Solution and Hosting Services for the period of four (4) years from the date of Go Live, with the option of one (1) mutually agreed upon three (3) year extension

D3.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D3.1.2 Changes resulting from such negotiations shall become effective on anniversary date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D3.2 The major components of the Work are as follows:

- (a) Professional Services:
  - (i) Understanding of traffic count and collision data system needs;
  - (ii) Configuration of the Solution to meet the needs;
  - (iii) Migration of historical and existing data sources to the Solution;
  - (iv) Testing of the Solution;
  - (v) Training of City staff to use the Solution; and
  - (vi) Transition to the Solution.
- (b) Software subscription, Hosting and support
  - (i) Software licensing and maintenance;
  - (ii) Solution hosting;
  - (iii) Maintenance of City of Winnipeg data, 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) Clear and timely response and communication for security incident management, risk management, vulnerability management, and incident management.

D3.3 The Work shall be done on an "as required" basis during the term of the Contract.

D3.3.1 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.



- D3.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D3.4 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 grounds of loss of anticipated profit on Work.
- D3.5 The funds available for this Contract are \$200,000 CAD plus applicable taxes.

#### **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 clauses 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) **“AADT”** means annual average daily traffic for a given year;
  - (b) **“API”** means application programming interface, which is a set of rules or protocols that enables software applications to communicate with each other to exchange data, features and functionality;
  - (c) **“App”** means any application or user interface that is used to complete tasks or workflows with many tasks;

- (d) **“FHWA”** means the Federal Highway Administration, which is an agency within the U.S. Department of Transportation;
- (e) **“Go Live Date”** means the date on which the Solution is being used in production within the City of Winnipeg systems;
- (f) **“Hosting Services”** means a service provided by the Proponent or by a third party employed by the Proponent to operate the back-end components of the Solution;
- (g) **“Integration Testing”** means the process to confirm that individual components or modules work together seamlessly within the Solution;
- (h) **“MADT”** means monthly average daily traffic for a given month and year;
- (i) **“Operability Performance Testing”** means the process to confirm the Solution’s performance and functionality in real-world operational scenarios.
- (j) **“Professional Services”** means services provided by the Proponent to make its Solution ready, configured, and available for the City’s production use and to ensure staff readiness to use the Solution in a production capacity;
- (k) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (l) **“Solution”** refers to the respondents’ proposed system to meet the requirements outlined in this proposal.
- (m) **“Start Date”** means the date on which the parties agree to commence the Work.
- (n) **“Study”** means any traffic related data collected by Field Staff for the traffic monitoring program and imported into the Solution (e.g., volume counts, speed studies, intersection turning movement counts).
- (o) **“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;
- (p) **“System Acceptance Testing”** means the process to confirm whether the entire Solution meets specification requirements.
- (q) **“TAC”** means Transportation Association of Canada which is a neutral forum for organizations with interests in roads, highways, and urban transportation;
- (r) **“Task”** means and task that can be assigned to Field Staff that may include Studies, equipment inspection, equipment installation, continuous data retrieval, etc.
- (s) **“User”** means any person using the solution and is further defined by the following roles (note: these roles are used to illustrate desired Solution functionality and are not a requirement):
  - (i) **“Administrator”**, City staff with full access to Solution configuration.
  - (ii) **“Analyst”**, City staff with data editing access who will manage all aspects of the count program.
  - (iii) **“Field staff”**, City technicians that collect the traffic data and upload it to the Solution.
  - (iv) **“Internal customers”**, City of Winnipeg staff that are able to request studies and need read access to all validated data.
  - (v) **“Public customers”**, external customers (e.g., general public and consultants) that have read access to general statistics but are able to access more detailed data (e.g., hourly volume) if desired.

## D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Rob Poapst  
Data Scientist, Transportation Division

Telephone No. 431-276-1166  
Email Address.: [rpoapst@winnipeg.ca](mailto:rpoapst@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**

- 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 For the purposes of D7, 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.
- D7.3 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.
- D7.4 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.
- D7.5 Further to D7, all Confidential Information (meaning any and all information concerning the City, the Project, and the Services, that is supplied by or to which access is given to the Contractor by the City or which in any other way comes into the possession or knowledge of, or is stored by or otherwise accessed by, the Contractor during the course of performance of the Services (regardless of format or medium), including "Personal Information" as defined by The Freedom of Information and Protection of Privacy Act (FIPPA)), 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 Services in a personal capacity.
- D7.6 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.
- D7.7 Further to D7, 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 on 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.
- D7.8 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 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.
- D7.9 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: the standards the Contractor has in place to protect its own confidential information; or the standards imposed on the Contractor by the City.
- D7.10 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.
- D7.11 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.
- D7.12 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.
- D7.13 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.

## **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:

- (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; and
- (c) Professional liability insurance in the amount of at least one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate, per claimant basis. Professional liability insurance to remain in place during the performance of the Work and for twelve (12) months after Total Performance.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D11.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **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 insurance specified in D11;
  - (iii) the direct deposit application form specified in D16, and
- (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**

D13.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

- D13.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D13.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Work schedule, including the durations identified in D19 to D20 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D13.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **CONTROL OF WORK**

### **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](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto: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](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 with 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 with 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 Notwithstanding C13, the warranty period shall begin on the "Go-Live" date and shall expire four (4) years thereafter unless extended pursuant to C13.3, in which case it shall expire when provided for thereunder.

#### **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.
- D19.4.4 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.
- D20.1 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.
- D20.2 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.
- D20.3 Modified Insurance Requirements
  - D20.3.1 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.
  - D20.3.2 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.

- D20.3.3 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.
- D20.3.4 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.
- D20.3.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D20.4 Indemnification By Contractor

- D20.4.1 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.
- D20.4.2 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.

#### D20.5 Records Retention and Audits

- D20.5.1 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 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.
- D20.5.2 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 D20.5.1 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.

## D20.6 Other Obligations

- D20.6.1 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.
- D20.6.2 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.
- D20.6.3 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.
- D20.6.4 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.
- D20.6.5 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.
- D20.6.6 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.

## 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 Contractor shall provide the following in accordance with Form B – Prices, and hereinafter specified.
- E2.2 Professional Services: for all items and Work required for the complete implementation of the Solution for the development period and training.
- E2.3 Hosting Services: including but not limited to the cost of software licensing, patches & maintenance, support, data hosting, server, and ongoing services during the development period and a period of one year from the date of "Go Live".
- E2.4 Ongoing Cost: Year 2 Hosting Services - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost, and ongoing services.
- E2.5 Ongoing Cost: Year 3 Hosting Services - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost, and ongoing services.
- E2.6 Ongoing Cost: Year 4 Hosting Services - including but not limited to the cost of add-on's, patches, Maintenance/Support – annual per-user, support, perpetual licensing, annual subscription, hosting, server, licensing cost, and ongoing services.

#### 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 The Appendices B, C and G can be found in this link [RFP\\_315-2023\\_APPENDICIES](#)
- E3.3 **Business Requirements** – The Contractor shall have as part of the Solution:
- (a) An Administrative App to allow Solution administrators to administer the system, monitor service, validate data, analyse statistics, query data, and disseminate reports;
  - (b) A Study Request App allowing data customers to request all types of traffic studies;
  - (c) A Traffic Study Scheduling App to allow analysts to schedule and manage all types of traffic studies that are requested and part of the annual count program;
  - (d) A Field Data Collection App that field staff use to complete their field data collection activities;

- (e) A Data Validation App that analysts use to complete all study validation activities; and
- (f) An Internal and Public Customer-Facing App that provides access to traffic statistics, road safety statistics, and data through an interactive map-based interface that is available to all Solution users, including public customers.

**E3.4 Technical Requirements** – The Contractor’s Solution shall have the following properties:

- (a) The Solution shall be hosted by the Contractor on servers that it manages external to the City of Winnipeg; and
- (b) The Solution shall be compliant with all information privacy regulations applicable in the Province of Manitoba.