

THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 672-2026

ROAD SAFETY CULTURE CHANGE MARKETING AND COMMUNICATIONS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Road Safety Culture Change Marketing and Communications

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, October 28, 2026.

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

B3. ENQUIRIES

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

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

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

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

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

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

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

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

(a) was known to the Proponent before receipt hereof; or

(b) becomes publicly known other than through the Proponent; or

(c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.3 Addenda will be available on the MERX website at www.merx.com.

B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B6. SUBSTITUTES

B6.1 The Work is based on the 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 method as either an approved equal or alternative;

(b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;

(c) identify any anticipated cost or time savings that may be associated with the substitute;

(d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;

(e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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 B18.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

(a) Form A: Bid/Proposal; and

(b) Form B: Prices.

B7.2 The Proposal should also consist of the following components:

(a) Experience of Proponent and Subcontractors (Section C) in accordance with B18.1(d);

(b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B18.1(e);

(c) Project Understanding and Methodology (Section E) in accordance with B18.1(f);

(d) Project Schedule (Section F) in accordance with B18.1(g) and

(e) Social Procurement Questionnaire (Section G) in accordance with B18.1(h).

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 may not exceed twenty-five (25) pages in length on standard letter size (8.5x11) pages at minimum of 10-point Arial font and 1-inch margins.

B7.5.1 The Proposal should contain a table of contents, page numbering and should be in the Sections identified in B7.2. 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.

B7.5.2 Creative samples provided in accordance with B18.1(d)(ii)(iv) shall not count towards the proposal page length.

B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B7.6.1 Proposals will **only** be accepted electronically through MERX.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B18.2.

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 their 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 on Form B: Prices shall include:

(a) duty;

(b) freight and cartage;

(c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;

(d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.1.3 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 D22. Any such costs shall be determined in accordance with D22.

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

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

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

B10. DISCLOSURE

B10.1 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.

B10.2 The Persons are:

(a) ChangeMakers – Developed the Road Safety Culture Change Framework and communications strategy that the City is using for this RFP.

B10.3 Additional Material:

(a) Appendix B: City of Winnipeg – Road Safety Culture Change Framework

(b) Appendix C: City of Winnipeg Road Safety Culture Change Framework Communications Strategy

B10.3.1 Appendix B and Appendix C respectively are for informational purposes only. The City makes no claim or liability to the accuracy of the information provided.

(a) Relevant documents listed as Appendix B and Appendix C are available by request to the Consulting Contract Administrator after completion and submission of Appendix D Non-Disclosure Agreement. These documents will be released at the sole discretion of the City.

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 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.

B11.2 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 their 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.

B11.3 In connection with their Proposal, each entity identified in B11.2 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.

B11.4 Without limiting B11.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, 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 their sole discretion:

(a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their 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 their 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 B11.4 to avoid or mitigate a Conflict of Interest; and

(d) disqualify a Proponent if the Proponent, or one of their 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.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B12. QUALIFICATION

B12.1 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.

B12.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B12.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

(a) have successfully carried out work similar in nature, scope and value to the Work; and

(b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

(c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and

(d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.4 and D7).

B12.4 Further to B12.3(d), the Proponent acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at https://accessibilitymb.ca/resources-events-and-training/online-training.html for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B12.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B12.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B13.1 Proposals will not be opened publicly.

B13.2 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.

B13.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B13.3.1 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.

B13.4 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.

B14. IRREVOCABLE OFFER

B14.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid/Proposal.

B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly formed and the contract security have been furnished as

herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF OFFERS

B15.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B16. INTERVIEWS

B16.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B17. NEGOTIATIONS

B17.1 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.

B17.2 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.

B17.3 If, in the course of negotiations pursuant to B17.2, 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.

B18. EVALUATION OF PROPOSALS

B18.1 Award of the Contract shall be based on the following evaluation criteria:

EVALUATION CATEGORY	WEIGHTING (%)
(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 Subcontractor, if any, pursuant to B12;	**Pass/Fail**
(c) Total Bid Price; (Section B);	10%
(d) **Experience of Proponent and Subcontractor; (Section C) – 35% Total**	
(i) details demonstrating the history and experience of the Proponent and Subcontractor(s) in providing multi-media marketing and communications services; this should include campaign development, graphic design, video production, and/or digital and social communications on three projects for the Proponent and three projects for any Subcontractor(s) of similar complexity, scope and value.	10%
(ii) For each project listed in B18.1(d)(i):	
(i) description of each project;	3%
(ii) role of the proponent and/or subcontractor;	1%
(iii) project owner;	1%
(iv) up to three (3) samples of creative materials from each project; samples provided should showcase a variety of	10%

media types and will not be counted towards proposal length;	
(v) description of project evaluation: outline how the project was evaluated, such as key performance indicators, targets, social impact evaluation outcomes, or other outcome-based evaluation metrics;	4%
(vi) evaluation results for the project, demonstrating impact or success based on key performance indicators, targets, social impact evaluation outcomes, or other outcome-based evaluation metrics;	4%
(iii) reference information (two current names with telephone numbers and email addresses per project);	1%
(iv) general profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.	1%
Note: Where applicable, Proposal should be separated into Proponent and Subcontractor project listings. Creative samples will not be counted towards proposal page count.	
(e) **Experience of Key Personnel Assigned to the Project; (Section D) -10% Total**	
(i) approach to overall team formation and coordination of team members.	3%
(ii) identify the Key Personnel e.g. Project Manager assigned to the Project.	1%
(iii) experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. 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.	6%
(f) **Project Understanding and Methodology (Section E) – 35% Total**	
(i) firm's project management approach and team organization during the performance of Services, methods the Proponent will use in the delivery of this Project.	5%
(ii) methodology presented in accordance with the Scope of Work in D3 and Services in E2.	10%
(iii) collaborative and creative processes/methods to be used by the Key Personnel of the team in the various phases of the Project.	5%
(iv) team's understanding of the creative communications and marketing requirements.	5%
(v) team's understanding of behaviour change and social marketing.	5%
(vi) any other information that conveys your team's understanding of the Project requirements and demonstrates your team's ability to deliver innovative solutions.	5%
(g) **Project Schedule (Section F) – 5% Total**	
(i) Present carefully considered schedule, complete with durations (weekly timescale), milestone dates or events, and project meetings. The schedule should address each requirement of the Scope of Services.	3%
(ii) 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, as outlined in D3.4.	2%
(h) Social Procurement Questionnaire (Section G) – 5% Total	
(i) The Proponent should fill in the questionnaire in accordance with the questionnaire instructions in Appendix D: Social Procurement Questionnaire.	5%

B18.2 Further to B18.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that they are qualified.

B18.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B18.5 Further to B18.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.6.

B18.6 Further to B18.1(c) where the Total Bid Price exceeds the estimate stated in D4.6 the City may determine that no award will be made in accordance with B19.2.1(a).

B18.7 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B18.7.1 Further to B18.1(c), 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.

B18.8 Further to B18.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

B18.9 Further to B18.1(e), 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.

B18.10 Further to B18.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

B18.11 Further to B18.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

B18.11.1 The Proponent shall ensure adequate time is accounted for in the Project Schedule to allow for review and notice.

(b) The anticipated review period for materials will be two (2) weeks, granted the materials do not require significant changes.

(c) City to translate all final materials as required. Translation of final materials should be allocated at least one (1) week to complete.

(d) Printing, mailing and shipping time should also be accounted for in the schedule.

B18.12 Further to B18.1(h), Social Procurement Questionnaire will be evaluated considering the Proponent's responses contained in Appendix A: Social Procurement Questionnaire.

B18.13 Where Proponents fail to provide a response to B18.1(d) to B18.1(h), the score of zero may be assigned to the incomplete part of the response.

B18.14 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B16.

B18.15 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B18.16 This Contract will be awarded as a whole.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B19.2 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.

B19.2.1 Without limiting the generality of B19.2, 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 their 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.

B19.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B19.4 The City may, at their discretion, award the Contract in phases.

B19.5 Further to B19.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

B19.6 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

B19.6.1 The Contract documents as defined in C1.1(o)(ii) 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.

B19.7 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 D22 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.

B19.8 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.

B19.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, the Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

D2.1 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. The RSSAP contains 67 actions within five focus areas that aim to reduce severe collisions by 20 percent over a five-year period.

D2.2 The RSSAP uses a Safe System Approach. The Safe System acknowledges that people make mistakes, but that the transportation system can be planned and designed to prevent death and serious injury when mistakes are made. Safe road users is one of six pillars in the Safe System. How people use the road is as important for road safety as how it is designed.

D2.3 Traditional methods to address unsafe road user behaviours have focused on awareness campaigns, on the basis that if people know about the risks, they will make safer choices. However, people know the risks of speeding and frequently speed anyway. The decisions we make while driving, walking, or cycling are largely automatic, a result of immediate impulses, unconscious habits, and environmental cues. On their own, marketing and advertising to increase awareness are not effective in curbing risky behaviours. New and innovative approaches are needed, that complement or enhance awareness-building campaigns.

D2.4 In 2025, Public Works developed the Road Safety Culture Change Framework, a strategy to promote a culture of road safety in Winnipeg. The development of the Framework was one action within the Road Safety Culture focus area of the RSSAP. The full Framework is attached in Appendix B City of Winnipeg - Road Safety Culture Change Framework.

D2.5 The Framework identifies target behaviours in alignment with the following actions in the RSSAP:

(a) R08: Partner on education programs to reduce distracted road use

(b) R11: Participate in speed reduction driver education campaigns

(c) R21: Partner on aggressive driving education and enforcement campaigns

D2.6 The Framework identifies three interconnected initiatives to foster culture change, target key unsafe behaviours, and build strong trusting connections with residents. These will be implemented strategically to reach target audiences. The initiatives include:

D2.6.1 Culture change marketing and communications: Build a shared understanding of road safety as a collective responsibility; normalize and champion safe travel behaviours.

D2.6.2 Target behaviours shifts: target common risky behaviours with tailored interventions and education

D2.6.3 City-wide outreach and one-on-one engagement: build trust by meeting people where they are at and sharing messaging that feels timely.

D2.7 As this is an emerging area of work and a new approach to changing road user behaviour, it is important to monitor and evaluate the success of initiatives and tactics delivered. Classic media metrics, like number of clicks or impressions, don’t sufficiently measure action or impact. Evaluation and monitoring, using key performance indicators and metrics that demonstrate reach as well as impact on behaviour, is an important component of the Framework.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of integrated creative multi-media marketing and communications services required to begin implementing the Winnipeg Road Safety Culture Change Framework, for the period from Date of Award until October 31, 2027, with the option of three (3) mutually agreed upon one (1) year extensions.

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

D3.1.2 Changes resulting from such negotiations shall become effective on November 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

(a) Mutually agreed upon one (1) year extensions may include any or all of the items in Form B: Prices and will be identified in part of the negotiations for that renewal.

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 Implementation of the Framework will begin with culture change marketing and communications, followed in subsequent years with more interactive, hands-on and experiential learning opportunities.

D3.2.1 The first year of implementation will utilize the following culture change marketing and communications tactics:

(a) Road safety key messages;

(b) Program identity;

(c) Earned media and owned content;

(d) City-wide culture change campaigns;

(e) Comprehensive web page; and

(f) Individual commitment/prompt.

D3.2.2 The Work will also include establishing a monitoring and evaluation plan.

D4. SERVICES RELATED TO SCOPE OF WORK

D4.1 The Contractor shall provide marketing and communication services in accordance with the requirements hereinafter specified.

D4.2 All Services shall:

(a) Adhere to the standards as demonstrated in the City of Winnipeg's Brand Manual unless explicitly advised otherwise; and

(b) Follow all other policies, specifically the Writing Style Guide https://www.winnipeg.ca/city-governance/documents-reports/writing-style-guide, Plain Language Policy and the Corporate Advertising Policy, and recognizing the Winnipeg Charter's section on official languages.

D4.3 Major components of the Work are as follows:

(a) Develop a monitoring and evaluation plan and baseline survey. The evaluation plan should establish key performance indicators and metrics for the Culture Change framework that demonstrate reach and impact. The baseline survey should identify benchmarks for each KPI and support setting targets.

(b) Key messages that link the road safety culture initiatives and RSSAP focus areas and actions to enhance support for infrastructure, signal, and speed limit changes. This will provide a consistent set of messages to be used when communicating changes made in

other RSSAP focus areas. These messages will demonstrate how the City is contributing to safer roads. They will help shift perceptions of traffic calming and other safety measures from NIMBY-ism or enforcement cash grabs to safety-focused actions.

(i) Target audiences are young adults 16-24; adults 25-44; and parents of children under 19

(c) Program identity to build recognition and awareness of road safety culture among Winnipeggers. This should include a program name (wordmark) and visual elements, based on the City of Winnipeg visual identity guide, that convey a sense of shared ownership and responsibility for safe roads in Winnipeg. This should be used consistently across all campaigns and activities associated with the framework.

(i) Target audiences are all groups: young adults 16-24; adults 25-44; Children and youth (5-15); Parents of children under 19

(d) Earned media and owned content strategy to amplify and extend campaign visibility. The strategy should enable the City to both secure credible media coverage that reinforces key messages and produce owned content. It should integrate media outreach and owned content at key road safety moments (e.g., May long weekend, Daylight Savings Time start and end, or back-to-school) to reinforce safe travel messages when risks are heightened, and explore opportunities to integrate media outreach with partner networks (e.g., identify local champions or spokespersons for stories and quotes).

(i) Target audiences are young adults 16-24; adults 25-44; and parents of children under 19

(e) Annual culture change campaigns to promote a culture shift from competition to collaboration on Winnipeg's roads. It will include integrated, multi-media campaigns promoting the attitudes and beliefs of a culture of road safety, with campaign reporting and evaluation. There will be a minimum of one campaign per year, focused on broad culture change.

(i) Target audience is adults 25-44

(f) Individual commitment and prompt. The individual commitment will engage Winnipeggers in making a personal pledge to make one or more safe travel choices. In making a personal pledge, individuals are more likely to consciously repeat a positive behaviour, reinforcing it over time until it becomes habit. Individuals who make a pledge (online or in-person) will receive a promotional item that serves as a regular prompt and reminder of their commitment (e.g. keychain, bumper sticker). The total number of pledges will demonstrate Winnipeggers' commitment to a culture of safety.

(i) Target audiences are all groups: young adults 16-24; adults 25-44; Children and youth (5-15); Parents of children under 19

(g) Comprehensive web page to provide a central hub for program information, resources and updates to support public awareness and foster participation in a positive road safety culture. It should have a visually engaging mobile-friendly design, intuitive navigation and approved visuals representing all road users/modes. Features may include: interactive homepage banner with purpose and calls to action; About the Campaign; Community stories; Get Involved (e.g. events, giveaways, incentives); or Interactive resources (e.g. safety tips, graphics, short videos, tailored to different road users)

(i) Target audiences are young adults 16-24; adults 25-44; and parents of children under 19

D4.4 Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2026.

D4.4.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be

made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

D4.5 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D4.6 The funds available for this Contract are $155,000.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

(a) **"Proponent"** means any Person or Persons submitting a Proposal for Goods and Services; and

(b) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Denae Dorge
Road Safety Outreach Coordinator
Public Works

Telephone No. 204-619-7787
Email Address: denaedorge@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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 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.

D7.1.1 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.

D7.1.2 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.

D8. SUPPLIER CODE OF CONDUCT

D8.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: https://www.winnipeg.ca/media/4891

D8.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D8.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

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 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.

CONTROL OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work until:

(a) The Contract Administrator has confirmed receipt and approval of:

(i) evidence of authority to carry on business specified in D10;

(ii) evidence of the workers compensation coverage specified in C6.14; and

(iii) The direct deposit application form specified in D19.2.

D12. DELIVERY

D12.1 Goods shall be delivered on an “as required” basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.

D12.2 Goods shall be delivered by April 15, 2027, f.o.b. destination, freight prepaid to:

Public Works
1277 Pacific Avenue
Winnipeg, MB R3E 1G7

D12.3 The Contractor shall confirm each delivery with the Contract Administrator or their designate, at least two (2) Business Days before delivery.

D12.4 The Contractor shall off-load goods as directed at the delivery location.

D13. CRITICAL STAGES

D13.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements and tentative deadlines for each phase:

(a) Phase 1: Background Research / Analysis – December 15, 2026

(i) Item 1: Monitoring and evaluation plan (baseline survey only)

(ii) Item 4: Earned media strategy (media landscape analysis only)

(b) Phase 2: Concepts – January 31, 2027

(i) Item 2: Key messages

(ii) Item 3: Program identity concepts

(iii) Item 5: Campaign concepts

(iv) Item 6: Commitment/prompt promotional item concepts

(c) Phase 3: Strategic plans and content – February 28, 2027

(i) Item 1: Monitoring and evaluation plan

(ii) Item 5: Earned media and owned content strategy
(iii) Item 6: Web page content (draft submission)

(d) Phase 4: Final creative – March 31, 2027
(i) Item 3: Program identity
(ii) Item 5: Campaign
(iii) Item 6: Commitment/prompt promotional item
(iv) Item 7: Web page content

(e) Delivery of Item 5 creative assets and Item 6 promotional items by April 15, 2027

(f) City-wide campaign launch week of May 10, 2027

D13.1.1 Notwithstanding D13.1, dates may be adjusted at the discretion of the Contract Administrator.

D14. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D14.1 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 to delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

D14.2 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.

D14.3 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 a 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.

D14.4 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 D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D14.5 The Work schedule, including the durations identified in D12 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D14.6 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

D15. PROJECT MEETINGS

D15.1 Meetings with the Contract Administrator at project start up, and at other key times, such as presenting findings from a survey, or concept proposals as required.

D15.1.1 Hold project meetings as required and as needed, and as a minimum on a monthly basis, to ensure that the City Contract Administrator is up to date on all issues and progress of the project. These meetings shall be attended by a minimum of one representative of the Contract Administrator and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule.

D15.1.2 A list of key meetings and dates should be included in the Proposal.

D15.1.3 Prepare minutes of all meetings conducted for the project record.

D15.1.4 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D16. ORDERS

D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D17. RECORDS

D17.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D17.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

(a) user name(s) and addresses;

(b) order date(s);

(c) delivery date(s); and

(d) description and quantity of goods supplied.

D17.3 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

D18. INVOICES

D18.1 Further to C12, the Contractor:

(a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: https://www.winnipeg.ca/finance/corporate-accounts-payable.stm; and

(b) should copy the Contract Administrator on submission of its invoice.

D19. PAYMENT

D19.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D19.2 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.

WARRANTY

D20. WARRANTY

D20.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D21. DISPUTE RESOLUTION

D21.1 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 D21.

D21.2 The entire text of C21.4 is deleted, and amended to read: “Intentionally Deleted”

D21.3 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 their written Appeal Form, in the manner and format set out on the City’s Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D21.4 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.

D21.4.1 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.

D21.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D21.4.3 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.

D21.5 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 D21.4.3, 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

D22. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D22.1 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.

D22.1 Further to D22.1, in the event that the obligations in D22 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.

D22.2 For the purposes of D22:

(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.

D22.3 Modified Insurance Requirements

D22.3.1 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 subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

D22.3.2 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.

D22.3.3 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.

D22.3.4 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.

D22.3.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D22.4 Indemnification By Contractor

D22.4.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D22.4.2 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.

D22.5 Records Retention and Audits

D22.5.1 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.

D22.5.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D22.5.1 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.

D22.6 Other Obligations

D22.6.1 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.

D22.6.2 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.

D22.6.3 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.

D22.6.4 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.

D22.6.5 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.

D22.6.6 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.

E2. GOODS AND SERVICES

E2.1 The Contractor shall provide goods and services in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 Monitoring and Evaluation Plan shall be as follows:

(a) Develop a monitoring and evaluation plan, including the development and delivery of one (1) baseline survey, in consultation with City of Winnipeg staff and, where necessary, a research partner.

E2.3 Item No. 2 Key Messages shall be as follows:

(a) Key messages and list of FAQs, in consultation with City of Winnipeg staff.

(b) Key messages should link the road safety culture initiatives and the RSSAP focus areas and actions (e.g. infrastructure projects, speed limit changes)

E2.4 Item No. 3 Program Identity shall be as follows:

(a) Create a visual identity toolkit, based on the City of Winnipeg visual identity guide, that may include a program name, image library (icons, photos, illustrations), templates for communications materials such as presentation slides, postcard, and posters, or other innovative materials to enhance engagement, outreach, and education.

E2.5 Item No. 4 Earned Media and Owned Content Strategy shall be as follows:

(a) Owned content and earned media strategy, including a news and social media landscape analysis to inform the strategy.

E2.6 Item No. 5 Culture Change Campaign shall be as follows:

(a) Up to three (3) creative concepts for selection;

(b) Up to four (4) treatments segmented by target audience or call to action, based on selected concept;

(c) Production of creative assets based on media plan; may include print collateral (billboards, transit shelters, posters, etc.), digital collateral (digital out-of-home, social media, direct-to-publisher), and video collateral (6-second and 15-second videos);

(d) Media planning for a six (6) to eight (8) week campaign;

(e) Trafficking of all assets to media vendors; and

(f) Campaign reporting and evaluation, with a campaign report and key findings.

E2.7 Item No. 6 Individual Commitment/Prompt shall be as follows:

(a) Concept development for innovative promotional item(s)/material(s); should be appropriate for a range of audiences

(b) Design of the materials; and

(c) Coordinating printing and production of the selected material.

E2.8 Item No. 7 Web Page Design shall be as follows:

(a) Design mock-up, content and framework for web page development to include:

(i) Initial webpage content and planned updates to align with campaigns, in keeping with the City of Winnipeg Writing Web Content Guide; see details at https://www.winnipeg.ca/city-governance/documents-reports/writing-web-content

(ii) User interface/experience, including an individual commitment/prompt, and visual design in keeping with the principles and best practices outlined in the City of Winnipeg design system; see details at https://legacy.winnipeg.ca/designsystem/.

E3. APPENDICES

E3.1 Appendix A Social Procurement Questionnaire

E3.2 Appendix B Road Safety Culture Change Framework

E3.3 Appendix C Road Safety Culture Change Frame Communications Strategy

E3.4 Appendix D Non-Disclosure Agreement

E3.4.1 Proponents should review B10.3.1(a) for instructions on how to obtain Appendix B and Appendix C.