



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 445-2013

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR THE PROVISION OF A MEDIA CAMPAIGN FOR THE PHOTO ENFORCEMENT PROGRAM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 21, 2013.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 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. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B4. BACKGROUND

B4.1 The Winnipeg Police Service (WPS) provides law enforcement services in the City of Winnipeg and is committed to providing quality policing with a commitment to excellence. Traffic enforcement falls under the jurisdiction of our Central Traffic Unit which, following the introduction of new legislation, introduced photo safety technology to our community.

B4.2 In late 2007, we renewed a five-year contract with a private company to execute our photo enforcement campaign. In exchange, we have been given funds to create a public education and awareness campaign concerning this initiative. The goal is simple: to reduce collisions and injuries by reducing red-light running and excessive speeding.

B4.3 Surveys and public consultation has illustrated that Winnipeggers have a substantial concern about traffic safety. We all realize that bad driving, whether intentional or not, results in property damage, injury and too often death. Photo Enforcement, through Intersection Safety Cameras and Mobile Enforcement Unit stationed in construction and school zones, can have a huge impact in helping us

B4.4 In our most recent General Survey:

- (a) Winnipeggers overwhelmingly (84.6%) (87.9% in 2005 and 86.7% in 2003) approve of the installation of red light cameras at intersections (question 11). Approval is also high (81.5%) (82.9% in 2005 and 82.3% in 2003) concerning the installation of photo-radar cameras (question 10);
- (b) Respondents also approved of the idea of placing photo-radar cameras in strategically selected areas that were neither school or construction zones by a 3-1 margin. Overall, 71.9% strongly or moderately approved of this idea while 23.8% disapproved, either strongly or moderately (question 12). More females (76.6%) approved of this idea than males (66.7%).
- (c) Respondents approve of the installation of the red light and photo radar cameras even if someone in their household had received a ticket (question 13). Over 77% (79% in 2005) of respondents whose household had received a photo radar ticket approved of the cameras, compared with the overall frequency of 81.5%. Almost 82% of respondents whose household had received a red light ticket approved of the cameras, compared with the overall frequency of 84.6%.

B5. PROJECT OBJECTIVE

B5.1 The WPS wants to maintain public awareness and increase support for effective use of photo safety technology as one of the many road safety initiatives undertaken by the WPS.

B6. ENQUIRIES

B6.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B6.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B6.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B6.4 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 Bidders by issuing an addendum.

B6.5 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 Bidder who made the enquiry.

B6.6 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.

B6.7 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B7. CONFIDENTIALITY

B7.1 Information provided to a Bidder by the City or acquired by a Bidder 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.

B7.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B8. ADDENDA

B8.1 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.

B8.2 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.

B8.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B8.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B8.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B9. SUBSTITUTES

B9.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B9.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B9.3 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.

B9.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B9.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B9.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B9.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B9.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B9.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B23.

B9.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B9.10 Notwithstanding B9.2 to B9.9 and in accordance with B10.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B23.1(a).

B10. PROPOSAL SUBMISSION

- B10.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Detailed Prices;
 - (c) Campaign Proposal (Campaign Strategy & Media Plan);
 - (d) Company Profile;
 - (e) Team;
 - (f) Experience.
- B10.2 Further to B10.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B9.
- B10.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B10.3.1 Bidders should submit one (1) unbound original (marked "original") and five (5) copies.
- B10.4 Bidders are advised not to include any information/literature except as requested in accordance with B10.1.
- B10.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B23.1(a).
- B10.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B10.6.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B10.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B10.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B11. PROPOSAL

- B11.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B11.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B11.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.

B11.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B11.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B11.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B11.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B12. DETAILED PRICES

B12.1 The Bidder shall state detailed prices in Canadian funds for the Provision of a Media Campaign including, but not limited to, the costs for developing the communications strategy, creative components and media.

B12.1.1 Further to B12.1, the detailed prices for the media buy should include a breakdown identifying by percentage the amount allocated to each medium (print, broadcast, outdoor, etc.)

B12.2 The not to exceed budget for this project is \$200,000.00.

B12.2.1 Notwithstanding C11.1.1, Detailed Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B12.3 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.

B12.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B13. CAMPAIGN PROPOSAL (CAMPAIGN STRATEGY & MEDIA PLAN)

B13.1 The Bidder shall submit a creative strategy that will effectively communicate the key messages of the "Photo Enforcement Program" to the target audience.

B13.2 The Bidder shall not include creative direction in the Proposed Campaign Strategy.

- B13.3 The Bidder shall submit a detailed outline of a comprehensive media plan. The plan may include but not be limited to the following:
- (a) Television;
 - (b) Radio;
 - (c) Print;
 - (d) Direct Mail;
 - (e) Outdoor, bus boards;
 - (f) Social Media or any other media as recommended by the contractor. Any Social Media developed for the City of Winnipeg must be done in accordance with the City's Social Media Standards.

- B13.4 The Bidder shall submit a detailed list and description of all components included in the campaign as follows:
- (a) Campaign deliverables;
 - (b) Campaign timelines.

B14. COMPANY PROFILE

- B14.1 The Bidder shall provide a Company Profile which should include a description of all the services the organization provides.

B15. TEAM

- B15.1 The Bidder shall provide a list of key personnel that would be assigned to this campaign and a brief bio of each individual including, but not limited to the following:
- (a) Qualifications / Professional Experience of the Bidder.
 - (b) Personal Profiles of individuals assigned to the project, and any Subcontractors.
 - (c) Experience of proposed team members in communications and the estimated % of each of their time to be assigned to the project.

- B15.1.1 The list provided should include information for any subcontractors that the Bidder may employ for the performance of the Work of the Contract.

B16. EXPERIENCE

- B16.1 The Bidder shall provide no less than three (3) examples of previous campaigns of a similar nature, scope and value to the proposed Work of this Contract. These examples should demonstrate at a minimum:

- (a) the development of appropriate campaign messaging, branding and/or any collateral materials;
- (b) the use of varied media;
- (c) the ability to identify and reach various target audiences; and
- (d) the execution of similar public education and awareness campaigns.

- B16.2 The Bidder shall provide references for the campaigns provided in response to B16.1. Each reference shall consist of a company name, contact name, email address, phone number and identify the campaign for which they are a reference.

- B16.3 Reference checks will not be restricted to only those submitted by the Bidder, and may include organizations, representing persons, companies or individuals known to have done business with the Bidder.

B17. QUALIFICATION

B17.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder 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.

B17.2 The Bidder 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 <http://www.winnipeg.ca/matmgt/debar.stm>

B17.3 The Bidder 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);

B17.4 The Bidder 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 Bidder and of any proposed Subcontractor.

B17.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B18.1 Proposals will not be opened publicly.

B18.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B18.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B18.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B19. IRREVOCABLE OFFER

B19.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security 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: Proposal.

B20. WITHDRAWAL OF OFFERS

B20.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B20.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B20.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B20.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B20.1.3(b), declare the Proposal withdrawn.

B20.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B19.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B21. INTERVIEWS

B21.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B22. NEGOTIATIONS

B22.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B22.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B22.3 If, in the course of negotiations pursuant to B22.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B23. EVALUATION OF PROPOSALS

B23.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Detailed Prices (10%);
 - (d) Campaign Proposal (Campaign Strategy & Media Plan) (20%);
 - (e) Company Profile (10%);
 - (f) Team (20%);
 - (g) Experience (40%);
 - (h) economic analysis of any approved alternative pursuant to B9;
- B23.2 Further to B23.1(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.
- B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B23.4 Further to B23.1(c), Detailed Prices shall be the prices identified in the Proposal Submission and evaluated based on the most advantageous offer to the City.
- B23.4.1 Further to B23.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget stated in B12.2.
- B23.5 Further to B23.1(d), the Campaign Proposal (Campaign Strategy & Media Plan) will be evaluated considering the information provided in response to B13.
- B23.6 Further to B23.1(e) the Company Profile will be evaluated considering the variety and appropriateness of the services offered by the Bidder.
- B23.7 Further to B23.1(f) the Team will be evaluated considering the experience, qualifications and tenure of the key personnel, including Subcontractors, proposed to perform the Work of the Contract.
- B23.8 Further to B23.1(g) Experience will be evaluated considering previous campaigns developed, implemented and carried out by the Bidder.
- B23.9 This Contract will be awarded as a whole.
- B23.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, 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.

B24.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B24.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B24.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B24.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the Provision of a Media Campaign for the Photo enforcement Program for the period from July 1, 2013 until June 30 2016, with the option of three (3) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on July 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The major components of the Work are as follows:

- (a) developing messaging, branding and collateral materials;
- (b) coordinating all media purchases;
- (c) assisting in the implementation of potential bursary programs; and
- (d) liaising with the Photo Enforcement Communications Committee throughout the agreement.

D2.3 The three (3), one (1) year extensions in accordance with D2.1 will be contingent upon the success of the public recognition of the campaign.

D2.3.1 Public recognition of the campaign will be measured based upon public opinion surveys with questions mutually agreed upon by WPS and the Contractor.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.4.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Staff Sergeant Rob Riffel
Commander, Central Traffic Unit
Winnipeg Police Service

Telephone No. (204) 986-6269

Facsimile No. (204) 986-8114
Email Address: riffel@winnipeg.ca

D3.2 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.

D3.3 Bids Submissions must be submitted to the address in B10.8.

D4. CONTRACTOR'S SUPERVISOR

D4.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D4.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D4.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

D8.1 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;

D8.2 Deductibles shall be borne by the Contractor.

D8.3 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.

D8.4 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.

D8.5 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.

D9. SECURITY CLEARANCE

D9.1 The City will conduct a Level One Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.

D9.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:

- (a) within five (5) Business Days of the Award of Contract; or
- (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.

D9.3 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:

- (a) A completed Form P-608: Security Clearance Check authorization form.
- (b) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.

- (c) Identification - driver's license (with photo), birth certificate or social insurance number (SIN).
 - (d) Photocopies of the identification must be legible, signed as true copies and witnessed by the contact person stated on Paragraph 3 Form A: Bid.
- D9.4 Any individual for whom a satisfactory Level One Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- D9.5 Any satisfactory Security Clearance obtained thereby will be deemed valid for two (2) years from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide identification upon entry to verify they have received a Level One security clearance.
- D9.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.
- D9.7 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
Winnipeg Police Service
Division 30
Service Security
Attn: Service Security Officer
151 Princess Street
Winnipeg, Manitoba
R3B 1L1

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8;
 - (iv) evidence of security clearance in D9.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D10.2.1 Further to D10.2, subject to all other requirements being met, the Contractor may commence Work outside Winnipeg Police Services facilities prior to submitting the security clearances.

D11. TOTAL PERFORMANCE

- D11.1 Total Performance will be determined based on the agreed upon Communication Plan and Creative Strategy. The Communication Plan will outline which tactics and tools are to be utilized and when.

D11.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the review of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that review shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reviewed again.

D12. JOB MEETINGS

D12.1 Regular monthly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the City 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. The progress of the Work will be reviewed at each of these meetings.

D12.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever the Winnipeg Police Service deems it necessary.

D13. DEFICIENCIES

D13.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D13.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D13.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D13.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D13.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D14. INVOICES

D14.1 Further to C11, 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
Email: CityWpgAP@winnipeg.ca

D14.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;

- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

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

D14.4 Bids Submissions must be submitted to the address in B10.8.

D15. PAYMENT

D15.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D16. WARRANTY

D16.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B9.

E2. SERVICES

- E2.1 The Contractor shall work with the City and the Contractor responsible for the Photo Enforcement Program to develop a sustainable campaign, to meet the objectives indicated in B5 for the period stated in D2.1.
- E2.2 The campaign should include, but not be limited to,:
- (a) Print;
 - (b) Radio;
 - (c) Television;
 - (d) Transit; and
 - (e) Outdoor Advertising.
- E2.3 The successful Bidder must have demonstrated experience in the successful execution of similar public education and awareness campaigns.
- E2.4 The successful Bidder may elect to leverage the brand equity existing in the WPS "Safe Streets" campaign, including the website www.safestreets.ca. The website may also provide prospective Bidders with some background on the Photo Enforcement Program and some of the previous campaigns that have been carried out.
- E2.5 The WPS may additionally provide exposure as they have tremendous success attracting media attention for special initiatives through daily news briefing.

