



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 576-2012

SUPPLY, INSTALLATION AND OPERATION OF A PHOTO ENFORCEMENT PROGRAM

NOTE TO BIDDERS:

Bidders are advised that B9.1 of the Bidding Procedures requires the Bidder to state a price in Canadian funds for each item of the Work identified on Form B: Prices, **for ALL ALTERNATIVES.**

Failure to comply with this and other requirements of the RFP may cause the Proposal to be determined to be non-responsive.

Bidders are also cautioned that the requirements of this Contract may be different than requirements of past contracts. For example, this RFP requires that **the Contractor provide photo radar/laser operators.**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY, INSTALLATION AND OPERATION OF A PHOTO ENFORCEMENT PROGRAM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 17, 2012.

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 make an appointment to view existing Intersection Safety Camera locations by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 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.

B5. CONFIDENTIALITY

B5.1 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.

B5.2 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.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.2.1 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>
- B6.2.2 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.
- B6.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 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.
- B7.6 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.

- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B17.
- B7.9 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.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B17.1(a).

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices(**for all alternatives**);
 - (c) Form N: Detailed Specifications;
 - (d) Form S: Separate Prices.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.3.1 Bidders should submit one (1) unbound original (marked “original”) and six (6) copies.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 Samples or other components of the Proposal 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.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. PROPOSAL

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 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.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B9.5 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.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices **for all alternatives**.
- B10.1.1 Notwithstanding C11.1.1, 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.
- B10.2 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.
- B10.3 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.
- B10.4 Further to Form B: Prices Alternative One (1) Bidders shall submit:

- (a) A Fixed Processing Fee (Alternative One - Item 1), which shall be a fixed monthly fee to be paid by the City; and
 - (b) A Variable Fee (Alternative One - Items 2-41) which is an additional monthly fee to be paid by the City dependent upon the Volume of Offence Notices issued in the month. Note: The volumes are not accumulative. The City will pay the appropriate amount per month based on the price submitted on Form B: Prices for the volume level of Office Notices issued.
- B10.4.1 The prices for B10.4(a) and B10.4(b), inclusive shall be the total amount paid for the Work of the Contract.
- B10.5 Further to Form B: Prices Alternative Two (2), Bidders shall submit a Variable Fee only (Items 1-40) which is a monthly fee to be paid by the City based on the number of Offence Notices issued for the month. Note: The volumes are not accumulative. The City will pay the amount per Offence Notice issued based on the price submitted for the appropriate volume level.
- B10.6 Further to Form B: Prices Alternative Three (3), Bidders shall submit a Fixed Fee (Item 1) to be paid monthly by the City for the Work of the Contract.
- B10.7 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form S: Separate Prices.
- B10.8 The City will not consider payment imposed after the Submission Deadline except those imposed by a government or regulatory authority having jurisdiction, unless they are identified and quantified in the Proposal. Prices shall include all costs which may be charged to the City by the Contractor, by a government or regulatory authority, or any other party.
- B10.9 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

- B11.1 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.
- B11.2 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>
- B11.3 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);

- B11.4 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)
- B11.5 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.
- B11.6 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.

B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B12.1 Proposals will not be opened publicly.
- B12.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) 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/>
- B12.3 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.
- B12.4 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.

B13. IRREVOCABLE OFFER

- B13.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B13.2 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.

B14. WITHDRAWAL OF OFFERS

- B14.1 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.
- B14.1.1 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.
- B14.1.2 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.

- B14.1.3 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 B14.1.3(b), declare the Proposal withdrawn.

B14.2 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 B13.2 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.

B15. INTERVIEWS

B15.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B16. NEGOTIATIONS

B16.1 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.

B16.2 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.

B16.3 If, in the course of negotiations pursuant to B16.2 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.

B17. EVALUATION OF PROPOSALS

B17.1 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 B11:(pass/fail);
- (c) Form N: Detailed Specifications (30%)
- (d) Evaluated Bid Price (70%)
- (e) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B17.3 Further to B17.1(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.

- B17.4** Further to B17.1(c) Form N: Detailed Specifications will be evaluated considering the Bidder's Proposal or in other information required to be submitted.
- (a) Features shall be defined as all tangible aspects of the goods required. Items will be evaluated considering, but not limited to the following criteria:
- (i) Item performance;
 - (ii) Item endurance;
 - (iii) Aesthetics;
 - (iv) Ease of operation;
 - (v) CSA certification or equivalent;
 - (vi) References of current or past operations with greater weight being given to current operations.
- (b) Functionality shall be defined as all intangible aspects of the Photo Enforcement Program. Items will be evaluated considering, but not limited to, the following:
- (i) Process precision;
 - (ii) Speed of process;
 - (iii) Capacity of process.
- B17.5** Further to B17.1(d) the Evaluated Bid Price shall be the prices shown on Form B: Prices
- B17.5.1** Further to B17.5, cost will be evaluated considering the Alternatives One (1) to Three (3) on Form B Prices:
- (a) A proposed Fixed Processing Fee structure for monthly work requirements for the Photo Enforcement Program and a Variable monthly fee based on the volume of tickets for the month [Alternative One (1)]; and
 - (b) A Variable Fee per Offence Notice structure based on the volume of tickets per month basis [Alternative Two (2)]; and
 - (c) A Fixed Fee per month for the Work of the Contract [Alternative Three (3)].
- B17.5.2** Evaluation will be based upon the monthly volumes in the data listed below.

Month	ISC			PR	PROGRAM TOTAL
	SOG	RL	Total		
January	453	835	1,288	648	1,936
February	1,184	480	1,664	1,415	3,079
March	1,698	602	2,300	2,698	4,998
April	3,110	746	3,856	3,558	7,414
May	3,822	702	4,524	3,766	8,290
June	2,924	521	3,445	3,011	6,456
July	3,689	784	4,473	4,749	9,222
August	3,952	937	4,889	5,149	10,038
September	3,800	841	4,641	4,522	9,163
October	4,035	789	4,824	7,471	12,295
November	2,263	774	3,037	4,119	7,156
December	1,374	479	1,853	3,035	4,888
Total	32,304	8,490	40,794	44,141	84,935

- B17.6 This Contract may be awarded on the basis of:
- (a) Alternative 1 - Fixed and Variable Pricing for Digital Technology; or
 - (b) Alternative 2 - Variable Pricing for Digital Technology; or
 - (c) Alternative 3 - Fixed Pricing for Digital Technology; or
- as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.
- B17.6.1 Further to B10.1, **the Bidder must bid on all alternatives**. Failure to comply with this and other requirements of the RFP may cause the Proposal to be determined to be non-responsive.
- B17.6.2 The City shall have the right to choose the alternative that is in its best interests.
- B17.7 This Contract will be awarded as a whole.
- B17.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a) and B17.1(b), the Proposal may be determined to be non-responsive and may not be further evaluated.
- B17.9 Notwithstanding the above, the City will consider all options, including the City operating the Photo Enforcement Program, utilizing City staff and thereby not awarding a contract for this Request for Proposal.
- B18. AWARD OF CONTRACT**
- B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B18.2 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.
- B18.2.1 Without limiting the generality of B18.2, 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;
 - (e) the City determines that it's in the City's best interest to operate the Photo Enforcement Program with City staff; or
 - (f) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 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.
- B18.3.1 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.

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
- C0.2 A reference in the 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 supply, installation, operation and maintenance of a Photo Enforcement System and an Offence Processing System for the period from award of Contract until May 31, 2020, with the option of three (3) mutually agreed upon five (5) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on June 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) Intersection Safety Camera Requirements;
- (b) Photo Radar/Laser Requirements;
- (c) Offence Processing Requirements.

D2.3 The Contractor shall not collect fines. The collection of fines and Court costs related to Offence Notices is the responsibility of the Courts who forward collected fines to the City of Winnipeg.

D2.4 The City intends to maintain the existing intersection safety camera locations. Any changes to locations will be considered during the Contract period in accordance with C7.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **“Camera Unit”** means the portion(s), of the Intersection Safety Camera System which processes inputs from the Detector(s) and Intersection Safety Camera System/Traffic Signal Interface, records data, operates the Flash Unit and captures images on a medium;
- (b) **“Camera Unit Housing”** means the enclosure in which The Camera Unit is housed and which is affixed to a pole at the Site;
- (c) **“Court”** means the judicial body having authority to adjudicate the offence;
- (d) **“Detector(s)”** means metal wires implanted in the roadway outside the Site in a looping formation that are capable of being activated when connected to the signal control box and transferring information to the Intersection Safety Camera System;
- (e) **“FIPPA”** means The Freedom of Information and Protection of Privacy Act (Manitoba);
- (f) **“Fixed Processing Fee”** means a fee based on the supply, installation and all maintenance of 50 Intersection Safety Camera (ISC) locations and 33 ISC Systems plus 10% back up ISC Systems, and 10 Photo Radar/Laser Vehicles complete with Photo Enforcement Equipment plus one spare Photo Radar/Laser Vehicle and 10% back up Photo Enforcement Equipment, and Public Education/Awareness Program.
- (g) **“Flash Unit”** means the portion(s) of the Intersection Safety Camera System which, triggered by a Camera Unit, generates light to supplement ambient light, improve the

- quality of photographic images and alert observers that the Intersection Safety Camera System is functioning;
- (h) **“Image”** means for a digital system: images recorded on memory medium (ie. hard drive, flash stick or card);
 - (i) **“Intersection Safety Camera System or ISC System”** means a fixed device capable of photographically capturing the licence plates of vehicles identified as having committed a violation for a red light offence and/or speeding offence at the intersection where the unit is installed;
 - (j) **“Issued”** means an offence violation that has been reviewed and deemed an offence by a Special Constable and served in accordance with the applicable legislation;
 - (k) **“Looping Detection System”** means an in-ground sensor that detects a vehicle by the disturbance of an electro-magnetic field;
 - (l) **“Medium”** means the material on which the Intersection Safety Camera & Photo Radar/Laser Unit Images are stored. This means a digital storage medium on a digital image process;
 - (m) **“Notice Processing”** means the act of developing photos in relation to Photo Enforcement Equipment, issuing Notices related thereto, and attending Court as required;
 - (n) **“Offence Notice”** means the summons served on the registered owner of vehicles identified as having committed the legal violation standards for a red light offence or speeding offence under The Highway Traffic Act of Manitoba;
 - (o) **“Permanent Processing Location”** means a fully operational facility, within the boundaries of the City of Winnipeg, meeting all the requirements as outlined in Item 190 of the Detailed Specifications;
 - (p) **“Photo Enforcement Equipment”** means the Camera Unit, Camera Unit Housing, Flash Unit, Photo Radar Speed Trailer and Photo Radar/Laser Vehicle;
 - (q) **“Photograph”** means a printed copy of image captured on photographic paper;
 - (r) **“Photo Radar/Laser Vehicle”** means a passenger vehicle, suitable to the City, equipped with a Camera Unit, a Speed-timing Device and a Flash Unit. The combination must be mobile and capable of detecting the speed of vehicles and capturing the licence plate of the same vehicle on digital medium, night or day;
 - (s) **“Photo Safety Technology” or “PST”** means an Intersection Safety Camera System, Photo Radar/Laser Vehicle, or any other technology designed to capture red light offences, speeding offences or other such offences by means of images and data;
 - (t) **“PIPEDA”** means the Personal Information Protection and Electronic Documents Act;
 - (u) **“Remote Offence Processing Centre”** means a temporary location for the purposes of this Contract, within Canada, where the Contractor can process Offence Notices in accordance with the Legislation outlined in Item 193 of the Detailed Specifications;
 - (v) **“Site”** means the lands and other places on, under, in or through which the Work is to be performed;
 - (w) **“Speed-on-Green”** means technology applied to the Camera Unit enabling the Intersection Safety Camera System to detect and record the speeds of vehicles passing the Looping Detection System regardless of the traffic light phase and take an image of a vehicle travelling across the system over a pre-set threshold;
 - (x) **“Speed Reader Board”** means a Speed-timing Device with an LCD, or equivalent, display large enough to be seen by passing vehicles that shows the speed of oncoming traffic captured by a radar gun incorporated therein;
 - (y) **“Speed-timing Device”** means a device capable of measuring speed in kilometres per hour, approved by the Attorney General of Canada;
 - (z) **“Successful Offence Notice”** means an Offence Notice, which results in a conviction;

- (aa) **"Traffic Signal Interface"** means a method of separating an Intersection Safety Camera System from a traffic control system so that the two electrical circuits work independently of one another and do not interfere with each other's respective operations.
- (bb) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (cc) **"Working Day"** means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Patrol Sergeant Kirk Van Alstyne
Winnipeg Police Service

Telephone No. 204- 928-7602

Facsimile No. 204- 986-6545

Email: kvanalstyne@winnipeg.ca

D4.2 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.

D4.3 Bids Submissions must be submitted to the address in B8.8

D5. CONTRACTOR'S SUPERVISOR

D5.1 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 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.

D5.2 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.

D5.2.1 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.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D6.5 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the term of this Contract, any information of the City of which the Contractor has been or hereafter becomes informed, whether or not developed by the Contractor, including, but not limited to, information obtained in the course of conducting Work and the resultant evaluation reports as per Specifications Clause 9. Information and Reports of the Photo Safety Technology. This clause shall not apply, however, to such information as the Contractor may necessarily be required to disclose or use in connection with the Work, which it is obligated to perform. The City shall have the right to obtain injunctive relief, without bond, for violation of the terms of this clause and the terms of this clause shall survive the term of this Contract.

D6.6 All photographs, images, and records of Photo Safety Technology offences that exist electronically or in hard copy are the property of The Winnipeg Police Service.

Protection of Personal Information

D6.7 The disclosure of information by MPI to the Contractor may include personal information governed by FIPPA and PIPEDA. Whether or not all such information provided by MPI to the Contractor is personal information, all information provided by MPI to the Contractor ("MPI Information") shall be handled in a manner consistent with the provisions of FIPPA and PIPEDA. In this regard, the Contractor shall enter into a tri-party agreement with the City and the Province of Manitoba, in a form substantially similar to that attached hereto as Appendix A: An Agreement Respecting Disclosure of Motor Vehicle Registration Information dated, 2002, with any necessary changes being made further detailing the handling of MPI Information by the parties to that agreement, as required by MPI.

Written Security Policy and Procedures

D6.8 Prior to being granted access to MPI Information, the Contractor shall establish and comply with a written policy and procedures satisfactory to MPI and the City containing the following:

- (a) Provisions for the security of personal information during its collection, use, disclosure, storage, and destruction, including measures: to ensure the security of the personal information when a record of the information is removed from a secure designated area;
- (b) Provisions to ensure the security of personal information in electronic form when the computer hardware or removable electronic storage media on which it has been recorded is being disposed of or used for another purpose;
- (c) Provisions for the recording of security breaches; and
- (d) Corrective procedures to address security breaches.

Retention and Destruction

D6.9 The Contractor shall retain MPI information until the City gives notice that such MPI information shall be destroyed. Destruction of MPI information by the Contractor shall be carried out in a manner prescribed by the City and consistent with The Winnipeg Police Service policies. The policies will be made available for the Contractor to review.

Access Restriction and Other Precautions

D6.10 The Contractor shall:

- (a) Ensure that personal information is maintained in a designated area or areas and is subject to appropriate security safeguards;
- (b) Limit physical access to designated areas containing personal information to authorized persons;
- (c) Take reasonable precautions to protect personal information from fire, theft, vandalism, deterioration, accidental destruction or loss and other hazards;
- (d) Ensure that removable media used to record personal information is stored securely when not in use.

Safeguards for Electronic Information

- D6.11 If the Contractor maintains personal information in electronic form, it shall also:
- (a) Keep an electronic record of every successful or unsuccessful attempt to gain access to personal information maintained in electronic form;
 - (b) Keep an electronic record of every addition to, deletion or modification of personal information maintained in electronic form;
 - (c) Ensure that every transmission of personal information maintained in electronic form is recorded; and
 - (d) Regularly review the electronic record to detect any security breaches.

Authorized Access for Employee and Agents

- D6.12 FIPPA and PIPEDA require that the use and disclosure of personal information be limited to the minimum amount of information necessary to accomplish the purpose for which it is used or disclosed. Accordingly, the Contractor shall, for each of its employees and agents, determine the personal information that he or she is authorized to access in order to provide the Work hereunder.

Orientation and Training for Employees

- D6.13 The Contractor shall provide orientation and ongoing training for its employees and agents about the Contractor's policy and procedures referred to in Clause D6.8

Pledge of Confidentiality for Employees

- D6.14 The Contractor shall ensure that each employee and agent signs a pledge of confidentiality, in a form satisfactory to the City and MPI, that includes an acknowledgement that he or she is bound by the policy and procedures referred to in Clause D6.12 and is aware of the consequences of breaching them.

Audit

- D6.15 The Contractor shall conduct an audit of his security safeguards at least every two years and provide the results of any such audit to the Contract Administrator(s) and MPI.
- D6.15.1 If an audit identifies deficiencies in the Contractor's security safeguards, the Contractor shall take appropriate steps to correct the deficiencies as soon as practicable.
- D6.16 The City of Winnipeg has an inherent requirement for internal audits of all systems. The Contractor shall provide any and all assistance and/or information during an audit of the Intersection Safety Camera System, Photo Radar/Laser System or the Offence Processing System, in the event of an internal audit of the Work by the City Auditor.

Records

- D6.17 The Contractor shall maintain full and accurate records with respect to all matters covered under this Contract. The City shall have free access at all proper times to such records and the right to examine and audit the same in accordance with D6.16, and to make transcripts there from and to inspect all data, documents, proceedings and activities.

Transfer of Information

- D6.18 Information provided by MPI to the Contractor shall be limited to the following:
- (a) Name of the registered owner;
 - (b) Current address of the registered owner; and,
 - (c) Make, model, colour and year of the vehicle associated to the licence plate attached to the vehicle captured on image(s) by Intersection Safety Camera or Photo Radar/Laser System.

D6.19 The Contractor shall send a request, in a mutually agreeable format, to MPI via Internet email with a file attachment and MPI will supply the requested information back to the Contractor via encrypted (PGP encryption) Internet email with a file attachment.

D7. NOTICES

D7.1 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

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any construction work.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured but only with respect to liability arising out of the operations of the Contractor; such liability policy to also contain a cross-liability clause, blanket contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) 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.
- (c) Property insurance, in the amount of the 100% of the value of the poles, lockable camera housing, data box, flash unit laser/camera units, and vehicle detection system on an "all risks", replacement cost basis.

D10.1 Deductibles shall be borne by the Contractor.

D10.2 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

- D10.3 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.
- D10.4 All insurance, which the Contractor is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D10.1 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.

D11. PERFORMANCE SECURITY

- D11.1 The Contractor shall provide and maintain performance security until three (3) months after Total Performance has been attained, in the form of:
- (a) Performance Bonds of a company registered to conduct the business of a surety in Manitoba in the forms attached to these Supplemental Conditions (Form H1: Performance Bonds); the first ("Initial Performance Security") for one year in the amount of fifty percent (50%) of the annual value of the Contract, determined in accordance with D11.3, and subsequent performance bonds ("Renewal Performance Security"). Each such Renewal Performance Security shall be no less than one (1) year in duration and in the amount of fifty percent (50%) of the annual value of the Contract, determined in accordance with D11.4. In addition to the Performance Bond, the Contractor shall provide a certified cheque or an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba. The irrevocable Standby Letter of Credit shall be in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of one hundred thousand dollars (\$100,000). Failure by the Contractor to maintain performance security shall constitute a default under this Contract entitling the City to all rights and remedies available to it at law, including the right to draw the full proceeds of the Standby Letter of Credit or retain the amount provided in the certified cheque without notice and any such monies may be used as provided in this Contract in the event of default; or
 - (b) an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D11.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work.

Initial Performance Security – Performance Bond

- D11.3 The annual value of the Contract will be determined by using the Evaluated Bid Price for the Alternative that is determined to be most advantageous to the City at the time of award of Contract.

Renewal of Performance Security – Performance Bond

- D11.4 The annual value of the Contract will be based on the estimated annual value of the Contract for the current year ending.
- D11.5 Further to D11.1(a), the Renewal Performance Security shall be provided to the City no later than sixty (60) Calendar Days prior to the expiry of the current Performance Security.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 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.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D12.3 The Contractor shall commence the Work within seven (7) Working Days of receipt of the notice of award.

D13. CRITICAL STAGES

- D13.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Fifty (50) Intersection Safety Camera locations, as specified the Intersection Safety Camera Requirements section of the Details Specifications, shall be installed and operational within one hundred (100) Calendar Days of award of Contract.
 - (b) Photo Radar/Laser Vehicles, as specified in the Photo Radar/Laser Requirements section of the Detailed Specifications, shall be operational within thirty (30) Calendar Days of award of Contract.
 - (c) Remote Offence Processing Centre, as specified in Item 199 of the Detailed Specifications, must be fully operational within thirty (30) Calendar Days of award of Contract.
 - (d) Permanent Offence Processing Centre, as specified in Item 190 of the Detailed Specifications, must be fully operational within one hundred (100) Calendar Days of award of Contract.

D14. TOTAL PERFORMANCE

- D14.1 To achieve Total Performance upon expiration or termination of the Contract, the Contractor shall, unless otherwise authorized by the Contract Administrator:
- (a) Remove all above-ground components of the Intersection Safety Camera Systems.
 - (b) Patch and restore each Site to a condition equal to or better than the condition prior to the Work at a rate of a minimum of ten (10) camera locations per week;
 - (c) Promptly notify the appropriate utilities and arrange for any and all requirements to discontinue Work;
 - (d) Coordinate such Work with the City, who will disconnect and remove all connections between the traffic signal equipment and the Intersection Safety Camera System/Traffic Signal Interface;
 - (e) Remove all Photo Enforcement Equipment from the construction site within ninety (90) Calendar Days of notification of termination or expiration of the Term of the Contract; and

- D14.2 Upon Total Performance of the Contract, all in-pavement and underground components of the Intersection Safety Camera System, as well as any other components the Contract Administrator may allow to remain, shall become the property of the City of Winnipeg.
- D14.3 The Contractor shall complete all Offence Notice processing, as specified in the Offence Processing Requirements of the Detailed Specifications, for offences committed during the Contract period, within ninety (90) Calendar Days of notification of termination or expiration of the Contract.
- D14.4 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D14.5 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.
- D14.6 The City reserves the right to negotiate the purchase of equipment at the expiration of the Contract.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to achieve Critical Stages or does not perform the Work in accordance with the Contract, by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:
- D15.1.1 Intersection Safety Cameras:
- (a) In situations where an Intersection Safety Camera is out of service for longer than 24 hours, the Contractor shall pay the City \$500.00 per day, per Intersection Safety Camera.
 - (b) In situations where an Intersection Safety Camera does not complete the changeover in the spring and the fall between Central Standard Time and Daylight Savings Time, the Contractor shall pay the City \$38.50 per hour, per Intersection Safety Camera.
- D15.1.2 Photo Radar/Laser Units:
- (a) In situations where the number of Photo Radar/Laser Units is less than the mandatory complement of 10 vehicles for longer than 24 hours, the Contractor shall pay the City of Winnipeg \$1500.00 per day per unit out of service." Liquidated damages will be assessed as follows:
 - (i) Sunday – Thursday: starting the first shift the following day.
 - (ii) Friday – Saturday: starting the following Monday, or in the event that Monday is a Statutory holiday, Tuesday.
- D15.1.3 In the event the Contractor is able to rectify the problem(s) in time for the second shift following the expiration of the 24 hour deadline, the liquidated damages will be assessed at \$750.00 for the first shift only.
- D15.1.4 Offence Processing:
- (a) In situations where violation notices are sent out with errors, attributable to the Contractor, that result in the staying of proceedings on the violations, the Contractor shall pay the City 50% of the total cost of the fine portion of the violations involved.
 - (b) In situations where violation notices are not sent out due to being over the fourteen (14) Calendar Day limit, the Contractor shall pay the City 50% of the total cost of the fine portion of the violations involved.

- (c) In situations where violations captured and stored on digital medium are lost or corrupted, the Contractor shall pay the City \$500.00 per day per unit.
- (d) The violation notices in D15.1.4(a), D15.1.4(b), and D15.1.4(c) and will not be included in the counts of Offence Notices for payment.

- D15.2 The amounts specified for liquidated damages in D15.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Critical Stages or does not perform the Work of the Contract in accordance with the Detailed Specifications of the Contract by the days fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.
- D15.4 The Contractor shall, as soon as possible, provide written notice to the Contract Administrator; each time there is situation where Intersection Safety Cameras or Photo Radar/Laser Units are not operating at full complement.

CONTROL OF WORK

D16. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D16.1 For the purposes of any construction activities, and further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D17. SIGNS

- D17.1 The City reserves the right to erect signs, at any location at any time during the term of the Contract, regarding the Photo Enforcement Program.

D18. SAFETY

- D18.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D18.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D18.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

MEASUREMENT AND PAYMENT

D19. INVOICES

- D19.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed in the previous calendar month 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

- D19.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) type and quantity of work performed;
 - (c) the amount payable with GST and MRST shown as separate amounts
 - (d) breakdown of the invoice amount; and
 - (e) the Contractor's GST registration number.
- D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D19.4 Bids Submissions must be submitted to the address in B8.8.

D20. PAYMENT

- D20.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D21. PAYMENT SCHEDULE

- D21.1 Notwithstanding C11 and D19.1 payments will commence the month following the issuance of the first Offence Notice issued pursuant to this Contract.
- D21.1.1 If the City chooses to award a Contract based on an alternative with a fixed fee component the fixed fee, during the start-up period, will be prorated according to the number of intersection safety camera locations issuing offence notices.
- D21.2 Pricing quoted on Form B: Prices shall remain firm from award of Contract until at least January 1, 2015. After this initial period, the Contractor may submit a request for a price increase to the Contract Administrator, annually to be effective on January 1st of each year, not to exceed the increase in the Consumer Price Index (CPI) for the City of Winnipeg for the previous calendar year.
- D21.3 Annual price increases shall not exceed the CPI (Winnipeg) increase and the Contractor shall:
- (a) Submit the price increase request, which shall be expressed by percentage together with confirmation of the increase in the CPI (Winnipeg);
 - (b) Submit the request no later than January 31th of the respective year.
- D21.4 Price increases shall not be implemented by the Contractor without written approval of the Contract Administrator, which will not be unreasonably withheld. Price increases shall become effective on January 1st of the respective year.
- D21.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D22. SERVICES AND MATERIALS TO BE FURNISHED BY THE CITY

- D22.1 The City shall furnish the Contractor with available necessary information, data and materials pertinent to the execution of this Contract. The City shall cooperate with the Contractor in carrying out the Work herein and shall provide adequate liaison between the Contractor and other agencies of the City.

D23. MODIFICATION OF CONTRACT

D23.1 This Contract may be modified by the parties hereto only by mutual agreement and by a written supplemental agreement executed by both parties.

D24. CITY NOT OBLIGATED TO THIRD PARTIES

D24.1 The City shall not be obligated or liable hereunder to any party other than the Contractor.

D25. WHEN RIGHTS AND REMEDIES NOT WAIVED

D25.1 In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the City while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the City in respect of such breach or default.

D25.2 The waiver by either party of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.

WARRANTY

D26. WARRANTY

D26.1 Warranty is as stated in C12.

FORM H1: PERFORMANCE BOND – INITIAL PERFORMANCE SECURITY
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$ _____ . _____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 576-2012

SUPPLY, INSTALLATION AND OPERATION OF A PHOTO ENFORCEMENT PROGRAM

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the first year of the Contract.

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H1: PERFORMANCE BOND – RENEWAL PERFORMANCE SECURITY
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$ _____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 576-2012

SUPPLY, INSTALLATION AND OPERATION OF A PHOTO ENFORCEMENT PROGRAM

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof for the period from _____(DD/MM/YY) to and including _____(DD/MM/YY).

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D11)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 576-2012

SUPPLY, INSTALLATION AND OPERATION OF A PHOTO ENFORCEMENT PROGRAM

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

TABLE A- AVERAGE TEMPERATURES

This information is provided for the convenience of Bidders.

Average maximum and minimum temperatures for each month are as follows (shown as average maximum, average minimum — source Environment Canada):

Month	Av. Daily Maximum Temp. (°C)	Av. Daily Minimum Temp. (°C)	Av. hours Sunshine (per day)	Av. Days with Rainfall	Av. Days with Snowfall	Av. Depth of Snow on Ground (cm)	Average Windspeed (km per hr)
Jan.	-13	-23	3.9	1	12	18	17
Feb.	-9	-19	4.9	1	8	20	17
Mar.	-1	-11	5.8	3	7	13	18
Apr.	10	-2	8.0	5	3	3	18
May	19	5	9.2	11	1	0	18
Jun.	23	11	9.4	13	0	0	16
Jul.	26	13	10.2	11	0	0	15
Aug.	25	12	9.0	10	0	0	15
Sep.	19	6	6.0	11	0	0	17
Oct.	11	0	4.7	8	2	0	18
Nov.	-1	-10	3.1	2	9	5	17
Dec.	-10	-19	3.2	1	11	10	17

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 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.
- E1.2 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.
- E1.3 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. Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Bid.
 - (b) Identification - photocopies to two valid pieces of identification:
 - (i) valid photo driver's license,
 - (ii) valid passport or,
 - (iii) birth certificate.
- E1.4 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.
- E1.5 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year 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 photo identification upon entry, in order that their Level One security clearance can be verified.
- E1.6 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.
- E1.7 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
- Winnipeg Police Service
Division 30 Services
Attn: Service Security Officer
151 Princess Street
Winnipeg, Manitoba
R3B 1L1
151 Princess Street
Winnipeg, Manitoba
R3B 1L1

