



THE CORPORATION OF THE CITY OF WINDSOR
OFFICE OF THE CITY SOLICITOR

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ADDENDUM NO. 3
TRAFFIC INFRASTRUCTURE NON-INTRUSIVE SIGNAL DETECTION SYSTEM
RFP NO. 152-20

November 24, 2020

This addendum amends and forms part of the Proposal Documents. The Proponent shall insert the addendum behind the cover page of the Proposal Documents.

QUESTIONS/ANSWERS:

Question #1: We request the following language be added in the final contract:

The parties agree that despite the fact that the COVID-19 pandemic has started and is ongoing it shall be treated as an event of Force Majeure. The City acknowledges that the pricing set out herein does not include schedule float or contingency for the unpredictable impacts of the COVID-19 pandemic, or any other pandemic, epidemics or forced quarantine. As such, the City agrees that the vendor shall be entitled to equitable relief for material schedule or cost impacts that may be experienced as a result of the ongoing COVID-19 pandemic, or any other pandemic, epidemic or forced quarantine.

Answer: The City has a provision in Appendix E - Mandatory Contract Terms, "Unavoidable Delay". The City is not prepared to add any additional language to the Contract

Question #2: We request the following language be added in the final contract:

Further, and notwithstanding any other provision in this Contract, in no event shall:

- (a) the liability of either party and/or any of its agents, directors, officers, subcontractors, suppliers, for any or all claims, actions, judgments, expenses related to or resulting from any loss or damage arising out of performance or non-performance of obligations in connection with these terms shall in no case exceed the Contract Price, plus proceeds of insurance.
- (b) either party shall be liable to the other party under these terms or contract, or in connection with the performance or non-performance thereof, whether due to breach of contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated revenues or profits, damages by reason of loss of business reputation or opportunities, or for any special, exemplary, punitive, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever, even if so advised of the possibility of such loss or damage occurring.

Answer: The City is not prepared to add any additional language to the Contract

Question #3: Please confirm if Appendix F needs to be submitted as part of the submission package.

Answer: Yes, Appendix F should be included (this is the H&S acknowledgement form)

Question #4: Please confirm what cost information should be included under item 4 All-Inclusive Additional fees/costs for the provision of any services contemplated by the Contract. Can we include hourly rate for technical support

Answer: Item #4 refers to any costs that are not included in the camera and/or software costs related to operating the system. For example, additional costs for accessing/utilizing data features, etc. If technical support is a chargeable feature, this can be listed in the description of services as an hourly rate

Question #5: Please confirm bidder can put \$0.00 for item 5 if there is no cost associated with software or software upgrades rate

Answer: Yes

Question #6: 7.2.7 Ability to communicate with the TOC without the need for additional communication expenses (i.e. no additional cellular charges will be accepted)

Does the City of Windsor provide the communication backbone to support item # 7.27

Answer: As stated in Section 1.1, the City has a closed loop communications system including fibre, wireless radios or cellular connections at all cabinets that connects to the TOC. These connections will be utilized for the new detection systems as well.

Question #7: Page 9 - Section 7.2 article 7.2.6 – Can the City of Windsor elaborate on the “Integrate with the 2070 controllers with the D4 firmware”, is it specific to the detector input/output or is there a requirement for an additional controller integration?

Answer: The City does have a specific I/O map that will be provided to the successful trial candidates.

Question #8: Page 12 - Section 8 article 8.4 – Is it the City of Windsor expectation that during the installation of the product trial that the Proponents be on-site?

Answer: The proponents will be fully responsible for set up during the trial installation. City staff will be available to mount equipment on poles and installation of hardware but we expect the proponent to do the set up of the zones and the networking with the City’s system. It is up to the proponent if they can do this remotely or not.

Question #9: Page 25 – Appendix C – Cost Proposal – Sections 1 - Is it the City of Windsor expectation that the fixed, All-Inclusive unit price for the Small Sized Intersections reflect the mandatory requirements required under Section 7 - 7.2 – article 7.2.1 – 7.2.14?

Answer: Yes.

Question #10: Page 25 – Appendix C – Cost Proposal – Sections 2 - Is it the City of Windsor expectation that the fixed, All-Inclusive unit price for the Medium Sized Intersections reflect the mandatory requirements required under Section 7 - 7.2 – article 7.2.1 – 7.2.14?

Answer: Yes.

Question #11: Page 25 – Appendix C – Cost Proposal – Sections 3 - Is it the City of Windsor expectation that the fixed, All-Inclusive unit price for the Medium Sized Intersections reflect the mandatory requirements required under Section 7 - 7.2 – article 7.2.1 – 7.2.14?

Answer: Yes.

Question #12: Page 26 – Appendix C - Cost Proposal – Section 4 – Is it the City of Windsor expectation that the fixed, All-Inclusive Additional fees/costs for the provision of any services contemplated reflect the non-mandatory requirements under Section 7 – 7.2 – article 7.2.15 – 7.2.20?

Answer: That is the City’s preference. However, if the proponent is not able to provide a one time fixed, all-inclusive rate they may provide detailed breakdowns in the table.

Question #13: Page 27 – Appendix C - Cost Proposal – Section 5 – Is it the City of Windsor expectation that the fixed, All-Inclusive Additional fees/costs for software or software upgrades rate for the provision of any services contemplated reflect the non-mandatory requirements under Section 7 – 7.2 – article 7.2.15 – 7.2.20?

Answer: That is the City’s preference. However, if the proponent is not able to provide a one time fixed, all-inclusive rate they may provide detailed breakdowns in the table.

Except for the contents of this addendum, all other terms and conditions of this proposal remain the same.

END OF ADDENDUM NO. 3

Yours truly,

THE CORPORATION OF THE CITY OF WINDSOR

Elaine Castellan

Elaine Castellan
Purchasing Supervisor

EC/jm

**ADDENDUM NO. 3
TRAFFIC INFRASTRUCTURE NON-INTRUSIVE SIGNAL DETECTION SYSTEM
RFP NO. 152-20**

November 24, 2020

I hereby acknowledge receipt of Addendum No. 3 to the RFP No. 152-20 (3 pages).

The information contained therein is hereby noted and account of same will be taken in our proposal cost.

This information was received on the _____ day of _____, 20_____.

Signature

Name (Printed)

Company Name

***NOTE: You are required to acknowledge this addendum with your proposal submission.**

PLEASE E-MAIL @ purchasing@citywindsor.ca SIGNED ACKNOWLEDGEMENT SHEET ASAP

Attn: Purchasing Department