



# 103-2020 ADDENDUM 6

## SUPPLY AND DELIVERY OF ABOVEGROUND RADAR VEHICLE SENSING DETECTORS

### **URGENT**

**PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE TENDER**

ISSUED: May 4, 2020  
BY: Vic Hucko  
TELEPHONE NO. 204-986-4191

**THIS ADDENDUM SHALL BE INCORPORATED INTO THE TENDER AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

Template Version: A20160708

**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Tender, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid non-responsive.**

### **PART B – BIDDING PROCEDURES**

Revise: B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, **May 11, 2020.**

### **QUESTIONS AND ANSWERS**

Q1: Due to our corporate policy we require a reasonable aggregate limitation on our liability and a waiver of consequential damages. Please confirm if the inclusion of the following paragraphs are acceptable to the City:  
D19. LIMITATION OF LIABILITY

1-D19.1: Contractor's aggregate liability for any claims, damages, injuries, losses and other liabilities of any kind, whether in contract, tort or otherwise, arising by reason of or in connection with this contract, or performance or non-performance of the work, shall in no event exceed the Contract Price; and

2 D19.2: In no event shall either party be liable under this contract, or in connection with the performance or non-performance of the work, 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 such party was advised of the possibility of such loss or damage occurring.

**A1: No. This conflicts with C15. The City is not prepared to make these changes**

Q2 : Referring to C.15 from GENERAL CONDITIONS FOR SUPPLY OF GOODS please clarify whether the \$2,000,000 is a cap on the indemnification obligation

**A2: No, the cap is \$2million plus 2x the contract value.**

Q3: Referring to section C14.1 from GENERAL CONDITIONS FOR SUPPLY OF GOODS, please confirm if following changes are acceptable to the City:

If the Contractor is delayed in the performance of the Work by reason of strikes, lock-outs (including lock-outs decreed for its members by a recognized contractors' association of which the Contractor is a member), an act of God, epidemic, pandemic, forced quarantine or any other cause which the Contractor satisfies the Contract Administrator to be totally beyond his control, the work schedule shall be adjusted by a period of time equal to the

time lost due to such delays. Contractor shall also be reimbursed by the City for reasonable costs incurred by *the Contractor* as a result of an event described above

**A3: This is covered by D18, for COVID-19. The City is not prepared to make this change but intends to consider future occurrences of this nature similarly to its treatment of the COVID-19 pandemic.**

Q4: Referring to addendum 1 section D18, please confirm if adding following paragraph is acceptable to the City:

- The City acknowledges that the Contract Price does not include schedule float or contingency for the unpredictable impacts of COVID-19. As such, the City agrees that the Contractor shall be entitled to equitable relief for material schedule or cost impacts that may be experienced as a result of the ongoing COVID-19 outbreak

**A4: No. If the Contractor can justify a cost impact due to COVID-19 it may be considered pursuant to C7.**

Q5: Referring to section C17.1 we would like a reasonable opportunity to fix potential defects which may arise. Please confirm if this is acceptable to the City.

**A5: Yes pursuant to C9.10. The remedies in C17 would only be relied upon if the Contractor defaulted (specifically to this question a default under C16.1(e)).**

Q6: Referring to section D12, please confirm if City accepts sub-cap on liquidated damages for 10% of the Contract Price and must be the sole and exclusive remedy of the Client?

**A6: The City will not accept any form of cap on Liquidated Damages.**

Q7: Who is supplying the cable from the base of the pole back to the cabinet to connect to the Backplate?

**A7: The City supplies and installs the cable from the cabinet to the pole based on using the approved products. We use 6 pair 19 gauge wire. If the system requires cable and or connectors that is different than what we run or that we do not stock then the vendor requires supplying the cable.**

Q8: Regarding the Cable: Our sensors use shielded outdoor rated CAT-06 cable. Please confirm if this will be supplied by the City.

**A8: The Cat-06 is not a normal cable we stock. Therefore it needs to be included.**

Q9: Who is supplying the training since this is not covered within the bid?

**A9: Please refer top section E4 of the bid.**

Q10: What is the breakdown of 170 and 2070 controllers across the intersections with the proposed radar detectors?

**A10: The unit may be used with the 170 or 2070 controller.**

Q11: How many approximate approaches will be monitored per intersection?

**A11: We currently don't have numbers as to quantity.**

Q12: How many intersection equipped with the proposed radar detectors is the City looking to deploy?

**A12: We currently don't have numbers as to quantity. The quantity indicated on the bid submission is an approximate.**

Q13: May we make revisions to the pricing sheet to include the literature for our system?

**A13: No changes are to be made to the form A and B. Any literature can be attached to the submission.**

Q14: As the pricing sheet provided is specific to a different manufacture, may we set certain items to 0, as they are included with system purchase?

**A14: Yes. Items not required can have zero (0) in the field.**

Q15: May we submit two proposals? One proposal which includes pricing for both the ARPD and ACTAD. And one proposal which includes one sensor which combines the ARPD and ACTAD within one price.

**A15: Yes**

Q16: We are able to the combine the functionality of the stop bar detector (ARPD) and the advanced detector (ACTAD) within the same sensor. This will eliminate the cost of one sensor for advanced and stop bar applications providing additional value to the City. May we submit a bid to the City which only includes pricing for one detector for both stop bar and advanced applications?

**A16: Yes. Please review B16 and B17 of the tender document for award of the contract.**

Q17: What is the percentage of spare parts required, if necessary?

**A17: Items 9 to 12 of the bid are to be purchased as spares for failure replacement. Quantities are specified on the bid.**

Q18: Who is installing and commissioning the equipment? Is that covered under a separate bid?

**A18: The Tender document is for the Supply and Delivery only. The City will install and commission installs.**