



## **THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 309-2020**

**SUPPLY AND DELIVERY OF AUTOMATIC LICENSE PLATE RECOGNITION  
DEVICE (ALPR)**

**Attention Bidders: Bids for this Tender are being accepted by mail, facsimile  
transmission or by email (See B7.4).  
No personal delivery or courier.**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF AUTOMATIC LICENSE PLATE RECOGNITION DEVICE (ALPR)

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 7, 2020.

B2.2 Bids 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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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.

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

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

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

B4.1 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. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

### **B5. ADDENDA**

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 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.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 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 material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 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 B16.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

**B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid; and
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid 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.
- B7.4 The Bid Submission may be submitted by mail, facsimile transmission, or by email.**
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B7.7 If the Bid Submission is submitted by email, it shall be submitted to purchasing@winnipeg.ca
- B7.8 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.9 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B7.10 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid 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.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 11 of Form A: Bid 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;
- (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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 If a Bid 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 Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

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

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

**B10. DISCLOSURE**

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) N/A

**B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies,

procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B12. QUALIFICATION**

- B12.1 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.
- B12.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B12.3 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.
- B12.4 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.
- B12.5 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.



### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B13.1 Bids will not be opened publicly.
- B13.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) 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>
- B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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>
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

### **B14. IRREVOCABLE BID**

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Bid.

### **B15. WITHDRAWAL OF BIDS**

- B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding C20, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 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.

## **B16. EVALUATION OF BIDS**

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price;

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.

B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16.4 Further to B16.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

B16.5 This Contract will be awarded as a whole.

## **B17. AWARD OF CONTRACT**

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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 qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, 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 Bid 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.

B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.

B17.3.1 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B17.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

**B17.5** The Contract Documents, as defined in C1.1(p) 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 the Supply of Goods* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for the Supply of Goods*, 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 and delivery of Automatic License Plate Recognition Device (ALPR).

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:  
Gord Spado  
Telephone No.: 204- 986-7381  
Email Address: [gspado@winnipeg.ca](mailto:gspado@winnipeg.ca)

#### **D4. NOTICES**

D4.1 Except as provided for in C20.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D4.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D4.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.

D4.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155.

### **SUBMISSIONS**

#### **D5. AUTHORITY TO CARRY ON BUSINESS**

D5.1 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.

#### **D6. COMMENCEMENT**

D6.1 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.

- D6.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D5;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## **D7. DELIVERY**

- D7.1 Goods shall be delivered within thirty (30) Business Days of the award of contract, f.o.b. destination, freight prepaid to:

Winnipeg Police Service  
245 Smith Street  
Winnipeg, MB, R3C 0R6

- D7.2 Goods shall be delivered between 8:30 a.m. and 3:30 p.m. on Business Days.

- D7.3 The Contractor shall off-load the Goods as directed at the delivery location.

## **D8. COVID-19 SCHEDULE DELAYS**

- D8.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D8.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D8.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D8.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D8.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D8.5 The Work schedule, including the durations identified in D7, where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D8.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **MEASUREMENT AND PAYMENT**

### **D9. INVOICES**

- D9.1 Further to C10, the Contractor shall submit an invoice for each order delivered 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

Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

- D9.2 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 goods delivered;
  - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
  - (f) the Contractor's GST registration number.

D9.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D9.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

## **D10. PAYMENT**

D10.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D11. WARRANTY**

D11.1 Warranty is as stated in C11.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following are applicable to the Work:
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### **E2. GOODS**

- E2.1 The Contractor shall supply automatic license plate recognition device (ALPR) in accordance with the requirements hereinafter specified.
- E2.2 General Specification
- (a) Mobile ALPR must provide automatic license plate recognition and identification. The design must incorporate processing at the edge and have the latest machine learning technologies incorporated within;
  - (b) The units must include a third optical sensor to position objects and vehicles around the license plate to understand the context of each read;
  - (c) Capable of up to 4 high definition ALPR cameras that can be installed on same base unit in vehicle;
  - (d) Units must be unified with Genetec Security Center;
  - (e) All parts supplied in performing any warranty services shall be new. Integrator guarantees that parts and technical materials required for warranty services of the proposed System(s), System Upgrades or System Components will be made available for the duration of the warranty period;
  - (f) Software items (if applicable) shall be the latest version released, unless otherwise specified, and shall be provided with the normal Manufacturer's warranty. The Offeror shall specify the duration and level of coverage of the Software Manufacturer's standard warranty;
  - (g) Provider must have at least one Manufacturer Certified(active) Canadian Service Centre in Winnipeg, Manitoba and surrounding areas within 50 km from Winnipeg Police Services, HQ situated at 266 Graham, Winnipeg, Manitoba. Certified company and individuals must have completed installations in the local market within the last year;
  - (h) Provide Certification Documents from manufacturer;
  - (i) Provide with the response document a detailed address and person of contact for the Canadian Service Centre(s);
  - (j) Must provide on-site System training for the System Users and the System Administrator(s) as required by the customer;
  - (k) Must provide System installation and/or System installation oversight based upon the customer's requirements;
  - (l) The successful provider must have local supply of spares to support the client. Minimum expectation would be to have 1 unit of each available;
  - (m) Must have the capability to function in a cloud environment in Canada and Data stored in Canada such as Microsoft Azure; and



- (n) Software and Hardware must be interoperable with other Provincial Law Enforcement agencies currently Genetec manufactured systems.

### E2.3 Administrative and Management Specifications

- (a) As part of the overall System and functionality, a customized back-office software application must be provided, so the customer can manage all the data collected by each individual police unit, manage the database functions, provide reporting data and manage the user administration functions;
- (b) The back-office software must be based on Microsoft SQL Server database software and have the ability to be installed in a Virtualized environment;
- (c) The System must provide the System Administrator with the ability to import National and Provincial hotlists;
- (d) The System must store "hits" separately from "reads" and be able to automatically purge "hit" and "read" archives separately and with different storage and purging parameters;
- (e) The System must provide application security via a Username and Password for each User as determined by the System Administrator;
- (f) The System must provide the System Administrator with the ability to determine System user access levels based upon user responsibilities;
- (g) The System must provide the capability of remote web access to stored data for analysis and reporting;
- (h) The System must provide the ability to perform a full or partial license plate query against the databases;
- (i) The System must provide the ability to query for license plate data based upon time, date, location and the user;
- (j) The System should provide the ability to utilize a mapping function to plot or identify the locations of a particular license plate or identify all plates captured in a particular area during a particular time;
- (k) The System should provide the ability to utilize a mapping function to plot or identify the location of all "hits";
- (l) The System must provide multiple methods for downloading and uploading information between the vehicle and the back-office application including a minimum of USB, Wireless and Ethernet;
- (m) The hotlist functionality of the system should allow for "covert" hotlists where a 'hit' is recorded but no alert is sent to the vehicle operator. Hits on covert hotlists may be reviewed only by individuals associated that have view or administrative rights for that particular hotlist;
- (n) The System must be capable of data encryption;
- (o) The System must be capable of batch processing. The data import functionality to import vehicle data must be able to be batched and set to execute at a specific time as determined by the System Administrator;
- (p) The System must not accept duplicate records into the database(s). A duplicate record is defined as having the same licence plate number, GPS coordinates, date and time stamp. The time stamp must include time in seconds. Every record in the database(s) must be unique in these four attributes;
- (q) 'Canned Reports' - The system must provide the following report data:
  - (i) Number of recognitions filtered by date, time, GPS location, vehicle plate, user ID, username; and
  - (ii) Number of hits filtered by date, time, GPS location, vehicle plate, user ID, username; and
- (r) The Offeror must provide a sampling of all suggested or recommended system reports.

#### E2.4 Software Specification;

- (a) The application software must be capable of supporting a minimum of 25 concurrent "hotlist" databases, and preferably have no practical limit to the number of hotlist databases it can support;
- (b) The System Administrator should have the capability to define the police agency's database(s) and assign a color code and priority level to each database to be used when a 'match' or a 'hit' occurs, i.e. stolen vehicles, stolen license plates, outstanding warrants, etc.;
- (c) The data file transfer must be accomplished by minimum 2 types of input/output devices of the following types: including a minimum of USB, wireless and Ethernet; (System must at minimum be able to transfer data wirelessly);
- (d) The Graphical User Interface application software (GUI application) that resides in the police unit must have the capability to provide for a Username and Password as assigned by the System Administrator;
- (e) The application software must be responsive in comparing a captured license plate image against multiple and voluminous databases with less than a 1.5 second response to a query of a database(s) containing up to 10,000,000 records;
- (f) The System must have the feature that allows "hot list" databases to be created in the field by authorized users, and the authorized users must have the capability to add license plate data to the system's database(s) while in the field. All license plate data added by the authorized user will remain a part of the selected database until the database is 'overwritten' by the System Administrator or by a new or updated database(s);
- (g) The System must provide a "Rules" feature whereby the System Administrator will be able to define license plate numbers and/or characters that can be interpreted in different variations or "rules";
- (h) The Offeror must provide variants of the Optical Character Recognition (OCR) Engine that are tailored/designed for a specific Province or regional license plate population;
- (i) As part of the Offeror's system maintenance agreement with the customer;
  - (i) Optical Character Recognition (OCR) updates and/or revisions must be provided as determined by the Offeror to address changes in the Province's license plate population during the term of the maintenance agreement;
  - (ii) All software must be maintained at a version no more than 1 version from the latest release of software by the manufacturer;
- (j) The system must provide all of the following live, simultaneous video display of data for the two (2) cameras as selected by the User:
  - (i) The IR license plate image;
  - (ii) The license plate interpretation or system read;
  - (iii) A corresponding color overview image of the vehicle displaying the captured IR license plate;
  - (iv) The date and time the data was captured by the System;
  - (v) Identification of the Camera capturing the image; and
  - (vi) The GPS Coordinates for every license plate captured by the System.
- (k) The System must provide for the simultaneous display of two (2) cameras as selected by the User;
- (l) The system should also have the capability to be configured for up to 4 cameras operating simultaneously and matching license plate data against the databases;
- (m) When the system identifies a "match" or a "hit" of the license plate, the following additional data must be displayed, in a timely manner on the system's Hit Screen:
  - (i) All narrative text, if any, from the database where the "match" occurred,
  - (ii) Audible alert (user customizable) using standard .wav files or similar.
- (n) The Hit Screen must remain displayed until acknowledged by the User, and while displayed, the system must continue to process license plate data in the background and all

captured data must be stored in the System during this interval without any User intervention.

- (o) If a subsequent "match or hit" should occur while the original Hit Screen is displayed to the User, the System must alert the User that a second or subsequent "hit" occurred and the System is waiting for the User's intervention.
- (p) The System must provide a touch screen feature to enlarge the vehicle's color overview image so that the User can examine it in order to gain additional information about the overview image or the verification of information.
- (q) The System must provide touch screen navigation capability for the police application GUI.
- (r) The System must provide the customer with the ability to integrate the GUI application to their existing Mobile Work Station (MWS) or Mobile Desktop Terminal (MDT) using Client-Server technology in order to minimize processor usage on their existing MWS or MDT so long as the MWS or MDT will support the Client-Server architecture.
- (s) The System must provide the System Administrator with the ability to customize audible alerts to differentiate between unique events within the software application.
- (t) The System must provide a visual alert for each defined event that displays in the foreground regardless of other applications in use at that time if the System's Client-Server Architecture is utilized.
- (u) The System must provide the User with the capability to mark an incorrect license plate read as a "misread" when such is the case.
- (v) As a minimum, the System must provide the User with the capability to record detailed enforcement action on "hits", IE. if charge initiated then charge detail or, if no charge initiated, then other detail.
- (w) The System must provide the User with the capability to manually enter a license plate for the purpose of searching that license plate against the System's database(s).
- (x) The System must provide the User with the capability to review all of the following:
  - (i) "hits", license plate images and associated data including GPS coordinates and time/date stamp, license plate searches performed by the officer indicating the date and time the search was conducted vehicle images.
- (y) The System must provide the User with the ability to query the GUI application in the police vehicle to determine if a particular license plate is currently stored in the System. If the license plate data is in the System; the User must have the ability to review each license plate capture and the associated System data displayed on the GUI application Review Screen to include:
  - (i) The IR license plate image,
  - (ii) The license plate interpretation or system read,
  - (iii) The corresponding color overview image of the vehicle displaying the captured IR license plate,
  - (iv) The date and time the image was captured by the System,
  - (v) Identification of the Camera capturing the image, and
  - (vi) The GPS coordinates for every license plate captured by the System.
- (z) The System Software must be compatible with the Hardware being proposed including from the same manufacturer.

## E2.5 Hardware Specifications;

- (a) The Computer System must consist of a dual core processor and must be designed to be trunk mounted or similarly mounted, and must incorporate an intelligent Power Supply Unit (PSU) that provides for a safe and 'orderly' start and shut-down each time the system's power is turned on and off. The Computer System must control the electrical power source supplied to each of the cameras and provide video connection points for simplified System wiring.

- (b) The Computer System must have an operating input range of 9-32 V DC at 90W. The Image capture rate must be a minimum of 3,000 images per hour.
- (c) The system must provide for a touch screen interface and be user friendly.
- (d) The two-camera system must be capable of capturing license plate images in any of the following modes:
  - (i) two (2) adjacent lanes on the left side of the police vehicle and an adjacent lane on the right side of the police vehicle while driving through traffic,
  - (ii) in an adjacent lane while the police vehicle is parked on the side or shoulder of a roadway, and
  - (iii) an adjacent lane on either side of the police vehicle to capture the rear license plate of the vehicle as it passes the police unit or vice versa.
- (e) The camera configuration should be capable of switching from one monitoring mode (stills) to another (video) via the software application by merely selecting the corresponding On-Screen Function Button (one 'keystroke' when on the main 'live' screen of the in-car applications).
- (f) The System must have the capability to capture vehicle license plate images at speeds up to 240 km/h with license plate image capture and read accuracy rates (referred to as "System Efficiency") in excess of 90% average of Manitoba License plates.
- (g) When configured to utilize an independent Computer System, the Computer System and the cameras should be developed, manufactured and supported by the same Offeror.
- (h) The system should be of modular design that allows the addition of physical modules for future capability expansion.

#### E2.6 Camera and Mounting Specification;

- (a) The Camera System must be comprised of self-illuminating Infrared (IR) cameras for effective license plate image capture in all light conditions: daylight (full sun or cloud), dusk, full dark, dawn, and in all weather conditions with no external lighting required.
- (b) The cameras must have a three-lens configuration in a single camera housing.
- (c) The Infrared (IR) Light Emitting Diodes (LEDs) must be "pulsed" to enhance license plate capture.
- (d) The System must have a "self-trigger mode" to detect the presence of vehicle license plates in the camera's Field of View (FOV).
- (e) The cameras must be capable of producing multiple license plate images with varying Shutter and Gain Settings to ensure a high-quality image regardless of weather or lighting conditions;
- (f) The height of the camera must not be greater than 1.65 inches or a diameter of 5.12 inches, and must be compact enough to be permanently attached to the vehicle's emergency light bar in a low-profile manner to minimize impact on the light bar system without drilling multiple holes or violating the integrity of the roof structure (other than for cable passage through the roof);
- (g) The presence of the cameras should be unobtrusive whether such mounting is on a fully marked police vehicle, on an unmarked police vehicle or covert police vehicle, therefore it is beneficial if the housing colour would be non-reflective and black;
- (h) All camera mounting bracket systems must be fabricated specifically for the Offeror's cameras and must be furnished by the Offeror. Camera mounting shall be in a secure manner without losing a significant degree of functionality of the police vehicle (I.E.: regular marked police car and must not block any significant portion of the roof mounted light bar;
- (i) In addition to the camera mounting bracket systems that attach to the vehicle's emergency light bar, the Offeror must also have available other camera-mounting bracket systems that can be installed on those police vehicles commonly referred to as "unmarked units" or those with no roof-mounted light bar, or for temporary use on a vehicle; and
- (j) The camera must have high resolution capability (minimum of 1456x1088 resolution).

**E2.7 Additional Information;**

- (a) Server VM Space will be provided by WPS HQ. Provision of Server specifications must be included in your response;
- (b) In Vehicle laptop will be provided by Client. Provision of requirements such as ports etc must be provided with response;
- (c) All associated ALPR system components running on client devices, including laptops, shall be compatible with and fully support Windows 10 Enterprise (LTSC) as the client operating system;
- (d) All associated ALPR system components running on servers shall be compatible with and fully support Windows 2019 Standard in a VMWare virtual server environment;
- (e) All associated ALPR system components requiring databases shall run and fully support Microsoft SQL Server 2019 Standard and Enterprise; and
- (f) The Contractor shall provide a solution whereby all hardware, software, firmware and drivers fully integrate with current applicable Winnipeg Police Service operating systems, database management systems, and the VMWare virtual server environment, and shall maintain compatibility with and fully support future Windows operating systems, SQL Server database management systems, and VMWare virtual server environment upgrades throughout the life of the agreement.

**E3. APPROVED PRODUCTS**

E3.1 Subject to E1.3, the following products are approved;

- (a) Genetec – AutoVu SharpX.