



PROPOSAL P2010-19

MOBILE VIDEO SURVEILLANCE SYSTEM

GRAND RIVER TRANSIT

INFORMATION TO POTENTIAL BIDDERS THAT ARE IN LITIGATION OR PENDING LITIGATION WITH THE REGIONAL MUNICIPALITY OF WATERLOO
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Pursuant to the Purchasing By-law of the Region of Waterloo, the following policy has been implemented by Regional staff and applies to all tenders and proposals, which includes letters of interest, ("bids").

The Region of Waterloo will not open and consider bids received from parties with whom the Region of Waterloo is in litigation or pending litigation unless approval allowing such is obtained by the bidder from the Council of the Region of Waterloo prior to the close of the bid.

All bids which are unopened pursuant to the Purchasing By-law will be returned to the bidders and no contract in regard to the bid process will be created as between the bidder and the Region of Waterloo.

Litigation includes situations where the bidder is a third party or co-defendant with the Region of Waterloo in an action.

Pending litigation occurs where a claim for money or other relief, that includes a threat of legal proceedings, has been made in writing by either the bidder or the Region of Waterloo as against the other, but no formal proceeding has been commenced.

In order to obtain approval from Council of the Region of Waterloo to open and consider a bid, the bidder, before the close of the bid, must contact the Regional Clerk and the Director, Procurement & Supply Services in writing at least one (1) week before the next regularly scheduled Council meeting, setting out the bidder's request and any grounds to support the request. The bidder's request will then be presented to Council for its consideration.

The Regional Clerk and the Director, Procurement & Supply Services may be contacted at:

Regional Clerk's Office
150 Frederick Street, 2nd Floor
Kitchener, ON N2G 4J3
Fax (519) 575-4481

Please note: This policy only applies to bidders in litigation or pending litigation with the Regional Municipality of Waterloo. If you wish to determine if you are on the Regional list of persons in litigation or pending litigation, please contact Procurement & Supply Services at 519-575-4433.

The following is a listing of the regularly scheduled Council Meetings in 2010:

January 13, 2010	June 30, 2010
February 3, 2010	August 19, 2010
February 24, 2010	September 15, 2010
March 24, 2010	October 6, 2010
April 14, 2010	October 27, 2010
May 5, 2010	November 24, 2010
May 26, 2010	December 8, 2010
June 16, 2010	

**COUNCIL FOR THE REGION OF WATERLOO WILL NOT GRANT APPROVAL TO OPEN AND
CONSIDER A BID AFTER THE BID HAS CLOSED.**

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SECTION A – INSTRUCTIONS, TERMS AND CONDITIONS

1. CLOSING DATE AND TIME

Five (5) copies of bids for a Mobile Video Surveillance System will be received until 12:00 noon, local time, Wednesday, May 19, 2010.

2. ADDRESS

Bids shall be enclosed and sealed in the envelope supplied and be delivered to the Region of Waterloo, Procurement & Supply Services, 4th Floor, 150 Frederick Street, Kitchener, Ontario N2G 4J3.

or

Bid submissions shall be enclosed and sealed in an envelope with the envelope template provided affixed securely to the front of the envelope and be delivered to the Region of Waterloo, Procurement & Supply Services, 4th Floor, 150 Frederick Street, Kitchener, Ontario N2G 4J3.

3. DESIGNATED OFFICIAL

For the purpose of this contract, Mr. Charles Whitlock, Director, Procurement & Supply Services, or his designate (Telephone (519) 575-4433, Fax (519) 575-4494) is the "Designated Official" and shall oversee the following functions - releasing, recording and receiving Bids; opening, recording and checking of Bids; answering queries of prospective Bidders, considering extensions of time, reviewing bids received, ruling on the acceptance of those not completely meeting the bid requirements and preparing a report and recommendations to Council.

4. **Submissions must be submitted only on the form of bid documents provided and bear an original signature, not a photocopy or facsimile.**

5. Bidders are cautioned against qualifying their submission in any manner whatsoever, as this may result in their submission being rejected. However, descriptive literature may be included, provided its sole purpose is to amplify the bid.

6. Care should be exercised in reading and completing all bid documents as failure to comply with the Instructions, Terms and Conditions may disqualify your submission.

7. Erasures and alterations must be initialed in ink by the signing authority.

8. Bids which are illegible, incomplete, unbalanced, include extraneous conditions, are obscure or contain irregularities of any kind may be rejected.

9. Pricing must remain firm for the duration of the contract.

10. All prices bid are to be in Canadian funds and should include any applicable duties and any other taxes or levies imposed by any governments or government authority.

11. Taxes must be quoted as follows: Goods & Services Tax – applicable
Provincial Sales Tax - applicable

12. QUERIES

Questions of a technical nature shall be directed to Peter Zinck, Assistant Director, Transit Services, in writing to pzinck@regionofwaterloo.ca

Questions regarding the terms and conditions shall be directed to Denise Schmidt, Buyer, Procurement and Supply Services in writing to dschmidt@regionofwaterloo.ca

Deadline for questions is Thursday, May 13, 2010. Any questions received after 4:00 p.m. will not be addressed.

13. CLAIMS OR LITIGATION

- a. The Region of Waterloo will not open and consider bids received from parties with whom The Region is in litigation or pending litigation unless approval allowing such is obtained by the bidder from the Council of the Region of Waterloo prior to the close of the bid.
- b. Bids which are unopened pursuant to this policy will be returned to the Bidders and no contract in regard to the bid process will be created as between the Bidder and the Region of Waterloo.

14. BID DEPOSIT

Include with your submission, a Bid Deposit in the form of a bid bond; certified cheque, or other form of negotiable security acceptable to the Region in the amount of \$100,000. The Bid Deposit should be made payable to the Region of Waterloo. Bid Deposits will be retained until award of the Contract by Regional Council, at which time, the Bid Deposits of all unsuccessful bidders will be returned.

Should the successful Bidder refuse to enter into the Contract, the Region may, at its discretion:

- a) cash a Bid Deposit cheque and deposit the proceeds to its account, without prejudice to the ultimate disposition of such Bid Deposit as provided for herein; or,
- b) return a Bid Deposit to a Bidder on receipt from the said Bidder, of an alternative security acceptable to the Region, and such action shall not prejudice the validity of the Proposal to which such Bid Deposit relates.

Except as otherwise herein provided, the Bidder accepts that if the Proposal is withdrawn before the Region has considered the submissions, or after the Bidder has been notified that the Proposal has been recommended for acceptance, the Region may retain the Bid Deposit to cover any costs incurred to: advertise for new submissions; negotiate a contract; or accept or not accept any submissions as the Region may deem

advisable.

15. CONTRACT PERFORMANCE SECURITY

The successful Bidders Bid Deposit amount will become the Contract Performance Security, and will be held for the entire term of the contract. The successful bidder will be provided the opportunity to exchange the type of security originally provided with the bid submission, with an alternate form of security in the same amount, acceptable and payable to the Region of Waterloo.

16. BID DOCUMENT

- a. Each bid should include a completed Bid Document, an Agreement to Bond from a surety licensed by law to do business in the Province of Ontario, and a bid deposit in the amount required herein, together with any other information requested elsewhere in the bid documents.
- b. Each bid must be properly signed by an authorized official or principal who has authority to bind the company. The Agreements to Bond must be submitted either on the form of the Bidder's bonding company, or on the sample form included in the Bid Document. As an alternative, upon submission of bid, the Bidder may offer 100% of the bid amount by certified cheque, Letter-of-Credit or other acceptable security to be held by the Region of Waterloo to ensure the performance of the contract.
- c. The Bidder must give the bid price both in words and figures and, except as is otherwise specifically permitted in the Bid Document, shall fill in all blank spaces for unit prices, lump sums, time for completion and other information in the Bid Document.
- d. The prices bid in the Bid Document will be on the lump sum basis and will include for the supply of all labour, materials, tools, equipment, machinery, supervision and other services necessary to do and complete the work of this contract, all in accordance with the requirements of these Bid Documents, whether specifically stated in the Bid Documents or not.
- e. It is the intention of the Bid Documents to require new, finished work. Any items omitted therefrom which are clearly necessary for the completion of the work or its appurtenances will be considered a portion of the work though not directly specified or shown on the drawings.
- f. If, in the opinion of the Region of Waterloo, the breakdown contains prices which are unbalanced, the Bidder will be required to submit data to substantiate the Bidders prices. In any event, the Region of Waterloo reserves the right to adjust the breakdown to correct any unbalanced prices.

17. DISQUALIFICATION OF BIDS

- a. The bid must be legible in ink or typewritten and all items must be bid. Bids which are incomplete, unbalanced, conditional, or obscure, or which contain erasures or alterations not properly initialled, or irregularities of any kind, may be disqualified at the sole discretion of the Region of Waterloo.
- b. Wherever in a bid the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount and the Total Bid Price shall be corrected accordingly, unless otherwise decided by the Region of Waterloo.
- c. A discrepancy in addition or subtraction in a bid may be corrected by the Region of Waterloo by adding or subtracting the items correctly and correcting the Total Bid Price accordingly, unless otherwise decided by the Region of Waterloo. Where an error has been made in transferring an amount from one part of the Bid Document to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after the transfer and the Total Bid Price shall be corrected accordingly.
- d. If a Bidder has omitted to enter a price for an item of work set out in the Bid Document, the Bidder shall, unless the Bidder has specifically stated otherwise in the bid, be deemed to have allowed elsewhere in the Bid Document for the cost of carrying out the said item of work and unless otherwise agreed to by the Region of Waterloo, no increase shall be made in the total Bid Price on account of such omission.
- e. Should the Region of Waterloo consider non-compliance with the formal requirements of the bid to be minor in nature, it reserves the right to waive such requirements at its sole discretion.
- f. Bidders who have submitted bids that have been disqualified by the Region of Waterloo because of informalities will normally be notified of the reasons for disqualification within ten (10) days after the closing date for bids.

18. WITHDRAWAL OF BIDS PRIOR TO BID CLOSING

- a. A Bidder who has submitted a bid on a contract may request that their bid be withdrawn. The withdrawal shall only be allowed if the request is made before the closing time for the submission of bids. Withdrawal requests must be directed to the Designated Official by letter, telegram, fax or in person. Telephone requests will not be considered.
- b. When withdrawals are made in person, the Official receiving bids shall obtain a signed withdrawal form confirming the details. If the person is other than a Senior Official of the Company, and for letter, telegram or fax withdrawals, the authenticity of the request must be confirmed by telephoning a responsible Official of the Company.

- c. Bids confirmed as withdrawn prior to being placed in the bid box, shall be returned unopened to the Bidder. Withdrawal notices received after the bid has been deposited shall, together with the confirmation of withdrawal, be placed in the bid box. These bids are dealt with at the opening by announcing that the bid was withdrawn. The bid amount of a withdrawn bid shall not be read out.
- d. The withdrawal of a bid does not disqualify a Bidder from submitting another bid on the same contract.

19. WITHDRAWAL OF BIDS DURING BID OPENING

- a. When several contracts are being opened at the same bid opening, at the conclusion of the reading out of bids, the low Bidder on that contract may withdraw any of their remaining bids for the contracts yet to be opened. Bids withdrawn under this procedure cannot be reinstated.
- b. If more than one bid is read out under the same name for the same contract and no withdrawal notice has been received, the bid contained in the envelope bearing the latest date and time stamp will be considered the intended bid, and any others shall be considered withdrawn and returned to the bidder in the usual manner.

20. CONTRACT DOCUMENTS

Bidders purchasing or otherwise obtaining contract documents must register with the Region of Waterloo for each project using their legal name and address.

21. ADDENDA

- a. If a Bidder finds discrepancies in or omissions from the contract documents, or if they are in doubt as to their meaning, the Bidder shall notify the Region of Waterloo. The Region of Waterloo reserves the right, for any reason, to issue addenda to the Bidders at any time prior to Bid Closing. Addenda issued during the bidding period shall be allowed for by the Bidder in submitting the bid.
- b. Vendors who obtain bid documents on-line via the Region of Waterloo web-site, must register as a bidder in order to ensure notification of any addenda issued. It is the bidders responsibility to check the website [www.region.waterloo.on.ca/ purchasing](http://www.region.waterloo.on.ca/purchasing), for addenda prior to submitting their bid.

22. CONFLICT OF INTEREST

- a. The Bidder declares that no person, firm or corporation with whom or which the Bidder has an interest, has any interest in this bid or in the proposed contract for which this bid is made.
- b. The Bidder further declares that no member of the Council of the Region of Waterloo and no officer or employee of the Region of Waterloo will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived therefrom.

- c. Should the Bidder feel that a conflict of interest or potential conflict of interest exists; the Bidder must disclose this information to the Region of Waterloo prior to the acceptance of the bid. The Region of Waterloo may, at its discretion, withhold acceptance of the bid until the matter is resolved to the Region of Waterloo's satisfaction. The Region of Waterloo may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the Region of Waterloo determines that it is in its best interests to do so.
- d. The Region of Waterloo reserves the right to disqualify a bid where the Region of Waterloo believes a conflict of interest or potential conflict of interest exists.

23. INSURANCE REQUIREMENTS

The Contractor shall maintain the following insurance for the duration of the contract. A copy of the required certificate of insurance will be provided by the Region of Waterloo for completion and return by the Contractor's insurer prior to the commencement of the contract.

Liability Insurance

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Region of Waterloo, a comprehensive policy of public liability and property damage insurance acceptable to the Region of Waterloo providing insurance coverage in respect of any one accident to the limit of at least \$2,000,000 inclusive, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property. Such policy shall name the Region of Waterloo as an additional insured thereunder, shall contain a cross-liability and severability of interests clause and shall protect the Region of Waterloo against all claims for damages or injury including death to person or persons and for damage to any property of the Region of Waterloo or any other public or private property resulting from or arising out of any act or omission on the part of the contractor or any of the Contractor's officers, agents, servants, employees, customers, invitees, licensees or subcontractors during the duration of the contract. Such policy shall be extended to include the following endorsements: Personal Injury Liability, Contractual Liability, Products and Completed Operations Liability and Contingent Employers Liability Insurance.

24. SUBCONTRACTORS

- a. The Bidder shall list the name and address of each proposed Subcontractor used in making up their bid and shall state the portion and value of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.
- b. The successful Bidder shall employ those Subcontractors proposed in the Bid for the specific item of work. If the successful Bidder wishes to substitute a Subcontractor other than the one named in the Bid, the Bidder shall provide the Region of Waterloo with the following:
 - i) Reason(s) for the substitution;

- ii) Documentation from the originally named Subcontractor indicating their desire to withdraw from the project including the reason(s) for the withdrawal; and
- iii) The proposed substitute Subcontractor's experience and competence to carry out the work.

Employment of the proposed substitute Subcontractor on the works is subject to the written consent of the Region of Waterloo.

- c. The approval of Subcontractors by the Region of Waterloo in no way signifies a relationship between the Region of Waterloo and any Subcontractor. The Subcontractor remains at all times the responsibility of the Contractor.
- d. Work performed by Subcontractors other than those named in the Bid, or substitutions consented to by the Region of Waterloo as described above, may not be paid for by the Region of Waterloo.

25. NON RESIDENT BIDDER

- a. If the Bidder is non-resident in Ontario, the Bidder shall, immediately after receiving a written order to commence work, obtain from the Retail Sales Tax Branch a certificate showing that the Bidder has registered with the Retail Sales Tax Branch and shall submit such certificate to the Region of Waterloo at the same time that the Bidder furnishes the Performance Bond and the Labour and Materials Payment Bond.
- b. If the Bidder is non-resident in Ontario, the Bidder shall not commence work or order any materials or equipment for the Contract until registering with the Retail Sales Tax Branch.
- c. The Bidder shall ensure that all Subcontractors whom the Bidder proposes to use for the carrying out any of the work required by the Contract and who are non-resident in Ontario have registered with and have complied with the requirements of the Retail Sales Tax Branch before they commence any such work.
- d. If the Contractor fails to comply with the requirements of the Retail Sales Tax Branch as outlined herein, the Region of Waterloo will withhold 4% for Ontario retail sales tax from all amounts payable to the Contractor.

26. ASSIGNMENT OF CONTRACT

This contract may not be assigned, sub-contracted or let out in whole or in part, without the prior written consent of the Region of Waterloo.

27. HOLDBACK OF PAYMENT FOR UNACCEPTABLE PERFORMANCE

In the event that all or any part of the work is deemed unacceptable by the Region of Waterloo, payment for all services, or for the applicable section of the work, will be withheld until such time as the work is deemed acceptable by the Region of Waterloo.

28. ERRORS AND OMISSIONS

It is understood, acknowledged and agreed that while this Request for Proposal includes specific requirements and specifications, the Region of Waterloo shall not be held liable for any errors or omissions in any part of this bid document. While the Region of Waterloo has used considerable effort to ensure an accurate representation of information in this bid document, the information contained in the bid document is supplied solely as a guideline for Bidders.

The information is not guaranteed or warranted to be accurate by the Region of Waterloo, nor is it necessarily comprehensive or exhaustive. Nothing in the bid document is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the bid document.

There will be no consideration of any claim, after submission of bids, that there is a misunderstanding with respect to the conditions imposed by the Contract.

29. HEALTH AND SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Occupational Health and Safety Act, R.S.O., 1990 C.O.1. as amended.

30. AUTHORIZATION

If the Bidder and manufacturer are not the same, then the Bidder shall be a duly authorized dealer and/or system integrator for the proposed manufacturer. In that case, the qualifications and references shall be provided for both parties.

The Bidder shall have the legal authority to sell, install, provide support and, as required, operate in Canada, the proposed system and equipment.

31. INSTALLATION

All fixed equipment and system interfaces shall be installed at the locations specified in this document. The Contractor shall supply all labour, equipment, installation material, and provide tools and test equipment for the complete installation and test of the fully operational system.

32. SYSTEM RESPONSIBILITY

The Bidder shall be responsible to ensure that the system and equipment proposed shall meet the functional and operational needs of the Region of Waterloo as specified in this bid document.

Any special arrangements, requirements, etc., necessary for the specified operation of the system proposed shall be fully detailed by the Bidder.

The Contractor shall assume complete system responsibility with regard to the design, manufacture, integration, installation, acceptance testing, training, documentation, warranty and end-to-end operation in accordance with the Technical Specifications.

This responsibility shall cover all work done by designated Sub-contractors.

33. TESTING AND ACCEPTANCE

All materials, equipment, and methods used to carry out the work to be covered by the Contract shall be subject to approval by the Region of Waterloo. The system will not be accepted, and the Region of Waterloo will be under no obligation to make the final payment to the Contractor, until the system has been tested and proven fully functional to the satisfaction of the Region of Waterloo.

The Contractor shall provide to the Region of Waterloo, a detailed and complete test plan to verify the correct operation of the system at least 30 days prior to the scheduled start of System Acceptance Testing.

34. APPOINTMENT OF CONTACT PERSON

The Contractor shall designate a responsible individual in their employment with adequate authority and responsibility to act as Project Manager and primary liaison with the Fleet Manager for Grand River Transit the Region of Waterloo. The proposed Project Manager's resume shall be submitted with the Bid and the individual shall be available for the Bidder's question and answer session, if required. The Contractor's Project Manager shall not be changed without prior written consent of the Region of Waterloo.

The Region of Waterloo shall retain the right to have the Contractor's designated Project Manager removed and for the Contractor to provide an immediate suitable replacement. This action may be taken at the sole discretion of the Region of Waterloo.

35. EVALUATION CRITERIA

Proposals will be assessed on the basis of information provided in the bid submission and as well, any additional information provided during subsequent interviews/meetings, as required, to clarify the content of the bid submission.

Evaluation will be based on the following criteria, and weighted as noted:

Criteria	Score
Total cost to the Region of Waterloo, Grand River Transit	30
Compliance with equipment specifications as per the proposal criteria. Performance, reliability and expandability of the proposed system. Demonstration of equipment, if required.	30
Vendor expertise, qualifications, references and track record of product used in the market.	15
Implementation schedule, training, service, parts availability, service and technical instructions/support, service and maintenance agreement, warranty.	10
Product ability for additional software integration for future enhancements.	10
Uniqueness or Value Added Features and Options included.	5
Total	100

After the weighted marks are determined, they will then be used to short list the bidders. The short listed bidders will then be asked to do a presentation to the evaluation committee.

36. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The contract document shall consist of:

- a) The executed Agreement/Purchase Order
- b) Addenda to the Bid Document
- c) Request for Bid document, including its Terms and Conditions, Instructions to Proponents, Terms of Reference
- d) The Company's bid and any subsequent negotiated changes

These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The successful bid shall become an integral part of the contract. It shall not, however, be considered the total binding obligation for the contract. Any and all bid conditions may be included at the discretion of the Region of Waterloo as part of the final negotiated and approved contract.

The Region of Waterloo reserves the right to include additional terms and conditions during the process of contract negotiations. These terms and conditions shall be within the scope of the original bid document and contract documents and shall be limited to cost, clarification, definition and administrative and legal requirements.

The quantity shown for any item (including optional equipment) is approximate only and may be increased, decreased or entirely eliminated without change in the unit prices bid.

37. CANCELLATION OF CONTRACT

The Region of Waterloo may cancel the contract for substantive failure, on the part of the Contractor, to provide the necessary services in accordance with the Instructions, Terms and Conditions, and Specifications of this bid, or in a manner which does not meet the expectations of the Region of Waterloo. Bidders must acquaint themselves with the actual conditions and requirements of the work to be done. Notwithstanding the details presented herein, it shall be the responsibility of the Contractor to provide all of the materials and labour required to fully satisfy the intent of this document.

38. FREEDOM OF INFORMATION

The bidder acknowledges that any bid submitted shall become a record belonging to the Region of Waterloo and therefore is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. This provincial law gives individuals, businesses and other organizations a legal right to request records held by the Region of Waterloo, subject to specific limitations.

The bidder should be aware that it is possible that any records provided to the Region of Waterloo, including but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials or information about staff, parties to the bid or suppliers could be requested under this law. **If the bidder believes that all or part of the bid should be protected from release, the relevant parts should be clearly marked as confidential.**

Please note that this will not automatically protect the submission from release, but it will assist the Region of Waterloo in making a determination on release if a request is made. The identity of all bidders, as well as total bid prices, may be available to the public under the Region of Waterloo's Purchasing By-law.

39. WORKPLACE SAFETY INSURANCE BOARD

The successful bidder is expected to be registered with the Workplace Safety and Insurance Board ("WSIB"). Prior to commencing work under this contract, the successful bidder must provide a copy of a current clearance certificate from the WSIB and must continue to maintain and provide current clearance certificates throughout the period of work under this contract.

The successful bidder is also required to obtain and provide from any and all Sub-contractors, including any and all independent operators who perform work as a Sub-contractor, copies of current clearance certificates and is expected to continue to maintain and provide updated clearance certificates throughout the period of work under this contract.

No work under this contract may be performed in the absence of a current clearance certificate which applies to any Contractor, Sub-contractor, worker or independent operator who is to perform the work.

40. DUES AND ASSESSMENTS

The Contractor shall pay all dues and assessments payable under the Unemployment Insurance Act or any other Act, whether Provincial or Federal in respect to the Contractor(s), its employees and operations.

41. SAFETY REQUIREMENTS

- a. The Contractor(s) shall provide adequate protection for workers and the public at all times under the applicable Federal and Provincial statutes, in their behalf and in accordance with all Municipal by-laws and regulations, together with any additional safety measures.
- b. The Contractor(s) shall observe and comply with all Municipal and Provincial safety regulations and shall obtain and pay for all permits, fees, etc. that may be applicable in carrying out the work.
- c. The Contractor(s) must ensure that during performance of the work of the contract(s), its personnel are equipped and wear appropriate safety apparel, footwear and equipment i.e. CSA Approved safety boots and hearing protection.

42. REGION NOT EMPLOYER

The Contractor agrees that the Region of Waterloo is not to be deemed the employer of the Contractor nor its personnel under any circumstances whatsoever.

43. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the Region of Waterloo or any of its agents, officers, councillors, and employees from and against any and all liabilities, damages, costs, claims, suits or actions, of any kind, caused by acts or omissions of the Contractor, its officers, agents, servants, employees, customers, invitees, licensees or subcontractors, or occurring in or on the premises or any part thereof arising from or occasioned by any cause whatsoever, and including any loss or damages resulting from any violations under the Occupational Health and Safety Act, together with defence costs, fines and penalties, except where such loss, damages or injury is due to the act, default or negligence of the Region of Waterloo and their employees.

44. BID ACCEPTANCE

- a. Lowest or any bid will not necessarily be accepted.
- b. This bid is irrevocable and open to acceptance by the Council of the Region of Waterloo up to and including, but not after 90 calendar days after the bid closing.
- c. The Region of Waterloo reserves the right to reject any or all bids, including without limitation the lowest bid, and to award the Contract to whomever the Region of Waterloo in its sole and absolute discretion deems appropriate, notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents. The Region of Waterloo shall not, under any circumstances be responsible for any costs incurred by the Bidder in the preparation of its bid.
- d. Without limiting the generality of the foregoing, the Region of Waterloo reserves the right, in its sole and absolute discretion, to accept or reject any bid which in the view of the Region of Waterloo is incomplete, obscure, or irregular; which has erasures or corrections in the documents, which contains exceptions, variations or qualifications; which omits one or more prices, which contains prices the Region of Waterloo considers unbalanced; or which otherwise fails to comply with the requirements of the Contract Documents.
- e. Criteria which may be used by the Region of Waterloo in evaluating bids and awarding the Contract are in the Region of Waterloo's sole and absolute discretion and, without limiting the generality of the foregoing, may include one or more of: price; balanced pricing; total cost to the Region of Waterloo; subcontractors named and value of work; references; past performance of the Bidder with the Region of Waterloo; history of Bidder; reputation, qualifications and experience of the Bidder and its personnel; ability of Bidder to ensure continuous availability of qualified and experienced personnel, and such other criteria as required in the Proof of Ability, herein.
- f. The Region of Waterloo in its sole and absolute discretion, reserves the right at any time to re-bid or cancel the project, or negotiate a contract for the whole or any part of the project with any one or more persons whatsoever, including one or more of the Bidders.
- g. The Region of Waterloo reserves the right to communicate with one or more Bidders following the bid close to clarify elements of the bids.

- h. Any alternative equipment, materials or products indicated by a Bidder may be incorporated by the Region of Waterloo, at its sole discretion, into the Bidder's bid and the Region of Waterloo may, at its sole discretion, use any alternative equipment, materials or products as provided by a Bidder to determine the low bid.
- i. The Region of Waterloo, when it incorporates alternative equipment, materials or products, may elect to accept the bid based on such alternative equipment, materials or products and the parties shall be bound accordingly.
- j. The Region of Waterloo, at its sole discretion, may include or exclude any provisional items when calculating the Total Bid Price to determine the low bid.
- k. The Region of Waterloo, when it incorporates provisional items, may elect to accept the bid based on such provisional items, and the parties shall be bound accordingly.

SECTION B – SCOPE OF WORK

Grand River Transit (GRT) is seeking to select a Vendor for the procurement and installation of an on-board security camera system to serve the multiple purposes of improving driver and passenger safety and security, providing legal evidence for legitimate and fraudulent claims. As such, GRT requires a comprehensive solution that will enable GRT personnel to attain each of the above stated goals.

Grand River Transit provides service to the residents of Waterloo Region. Annual ridership is 16 million riders and 11 million kilometers operated. Transit service is provided from 5 a.m. to 2:30 a.m., Monday to Saturday and 7 a.m. to 12:00 a.m., Sunday.

Waterloo Region is situated in Southern Ontario and is comprised of three urban municipalities; Cambridge, Kitchener and Waterloo. In addition to the three cities, the Region of Waterloo also encompasses four rural townships; North Dumfries, Wellesley, Wilmot and Woolwich. The total population of the Region of Waterloo is over 500,000.

GRT seeks to implement a pilot project of 15 buses commencing in the first half of 2010. Upon successful completion of the pilot project, GRT will install the preferred system on all MobilityPLUS specialized vehicles and all conventional buses 12 years and newer bringing the total number of vehicles equipped to approximately 194. In the event that the pilot program is not successful, the Region of Waterloo reserves the right to re-bid the project and return the equipment to the vendor for a full refund.

The fleet consists of a total of 220 conventional buses and 32 MobilityPLUS vehicles. The table below indicates the number, year and type of buses being considered for camera system installations. Grand River Transit utilizes a CAD/AVL system from INIT Innovations in Transportation. There are presently 15 operating units with an additional 32 being installed. By the end of 2010 a total of 162 conventional buses will have CAD/AVL systems installed.

GRT Conventional Fleet (12 years and under) and MobilityPLUS Fleet

Manufacturer	Model Year	Quantity
Nova Bus	1997	2
Orion VI	1998	4
Nova Bus	1999	2
New Flyer D40LF	2002	8
Orion VII	2003	30
Nova Bus	2004	34
Nova Bus	2006	14
Nova Bus	2007	24
Nova Bus	2008	22
Nova Bus	2009	13
Nova Bus	2010	9
		subject to change
MobilityPLUS buses - Ford	2002-2010	32

Assuming that the request for Proposal is awarded and the equipment installed for the Pilot Program by mid to end of June 2010, it is anticipated that the Pilot Program completion will be by the end of September 2010.

SYSTEMS REQUIREMENTS

The Corporation of the Regional Municipality of Waterloo, Grand River Transit (GRT), will implement an On-Board Video Surveillance System. The desired system will include but not be limited to the following:

1. A video surveillance system capable of recording activities within and around conventional transit buses and MobilityPLUS while protecting the privacy of Grand River Transit employees and patrons.
2. The ability to maintain data archives consistent with the needs of the Region/GRT Security, law enforcement and subject to applicable laws and regulations.
3. The Region of Waterloo uses ONSSI (On Net Surveillance Software Inc) as standard surveillance software for the cameras throughout Regional facilities. Vendors shall clearly outline the capabilities of their proposed Mobile Video Surveillance System to be compatible with the ONSSI (On Net Surveillance Software Inc) software.
4. Ability to easily maintain and update data (upload/download data from/to video system, video, geographical co-ordinates, location, data, scripts, etc). The system shall be capable of downloading images and video from the onboard equipment to the laptop at a rapid speed sufficient to enable quick response by police and other emergency service personnel. This shall include:
 - "Hot Swappable" removable data drive;
 - two (2) USB 2.0 ports
5. The computer/DVR system must be in a secured location on the bus and must have an armored removable hard drive which can be removed and placed in a secured enclosure (case) for transport to a secure reviewing facility.
6. Cameras must be able to operate efficiently in extreme low light environments and be equipped with vandal proof armored dome enclosures.
7. The video equipment selected must function in heavy transit operations on buses in extreme winter and humid summer weather, and day and night service. In addition, it should be noted that GRT vehicles can be stored outside and exposed to the elements. The equipment must also withstand other factors including road vibration, shock and dust. The Vendor must provide evidence of the durability of the solution being proposed in the GRT environment.
8. Cameras require individually configured quality, frame capture rates and recording resolutions with a minimum resolution of 540x480 and a minimum capture rate of 15 frames per second and at highest resolution settings of 720x480 and 30fps.

9. Cameras should be located to provide complete coverage of the bus interior as well as a view forward and a view of the open side of the bus. Interior cameras must incorporate audio microphones capable of recording high quality audio signals. The suggested configuration is below however GRT is prepared to consider alternate configurations.

Conventional Buses – Forty foot conventional buses are to have up to six (6) cameras. At a minimum, the cameras must provide clear unobstructed coverage of the following areas:

- over driver's head – front door and fare box
- inside view of back door
- front of bus looking towards rear
- driving view from front of bus
- interior rear looking towards the front and showing rear door
- rear facing exterior showing the open side of the bus

MobilityPLUS Vehicles – Twenty eight foot MobilityPLUS vehicles are to have up to four (4) cameras. At a minimum, the cameras must provide clear unobstructed coverage of the following areas:

- over driver's head – front door and fare box
- front of vehicle looking towards rear
- driving view from front of bus
- rear facing exterior showing the open side of the vehicle

10. The on-board camera system shall be capable of recording events. Events shall be triggered by pressing the existing silent alarm button or through the supplied impact sensor. Although the system shall record at all times, an event trigger will cause the system to protect a customizable time segment before and after the event from automatic overwriting until a system administrator erases them. The impact sensor shall be designed so as to minimize false alarms.
11. Each on-board system shall have the ability to continue recording for a configurable pre-programmed period after the vehicle master has switched off.
12. The system shall use MPEG4 data compression technology.
13. Image storage shall have the capability to store camera images and audio at fifteen (15) frames per second for a minimum of ten (10) days.
14. The entire surveillance system (computer/DVR and cameras) must be able to operate entirely on the available 24-48 DC volt bus electrical system. The surveillance system and components must not incorporate any 120 volt converters.
15. The surveillance system shall incorporate a light indicator that informs the viewer the system is operational. This light indicator will be mounted in a non-conspicuous space.

OPTION

Provide pricing for Option on Price Sheet.

GRT is considering an interface between the on-board camera system and the current CAD/AVL system. This interface would allow for the following actions to occur:

- a periodical synchronization of the internal clock with that of CAD/AVL system
- obtain and record GPS location coordinates and other information for indexing and retrieving video
- transmit to a central location, a configurable number of still pictures via the CAD/AVL wireless network in response to a silent alarm event trigger
- the on-board system shall provide automatic notification of an event trigger
- the on-board system shall automatically notify the system administrator via error message of system or component malfunction

SECTION C – PRICE SHEET

Conventional Buses \$ _____ ea

G.S.T. \$ _____

P.S.T. \$ _____

Total \$ _____ ea

TOTAL X 162 \$ _____

MobilityPLUS Buses \$ _____ ea

G.S.T. \$ _____

P.S.T. \$ _____

Total \$ _____ ea

TOTAL X 32 \$ _____**GRAND TOTAL** \$ _____

OPTION

Interface \$ _____ ea

G.S.T. \$ _____

P.S.T. \$ _____

Total \$ _____ ea

Company Name _____

SECTION D – SIGNING SHEET

I/WE ACKNOWLEDGE AND HAVE CAREFULLY EXAMINED THE INSTRUCTIONS, TERMS AND CONDITIONS AND SCOPE OF WORK REGARDING THIS PROPOSAL.

BIDDER BY THIS PROPOSAL OFFERS TO COMPLETE THIS CONTRACT IN ACCORDANCE WITH THE TERMS AND CONDITIONS FOR THE SUPPLY AND INSTALLATION OF A MOBILE VIDEO SURVEILLANCE SYSTEM.

Signer must have authority to bind the company.

Signed, and delivered at _____ this _____ day of _____ 2010
Municipality Month

Legal Company Name _____

Address _____
Street Municipality Province Postal Code

Signature of _____ Name _____
Authorized official or principal who has authority to bind the company Print or Type

Title _____ Email _____

Telephone # _____ Fax # _____

I/We, agree that we have received addenda _____ to _____ inclusive, and the total Proposal price includes provisions set out in such addenda.

Terms of Reference: "Region of Waterloo" also represents "The Regional Municipality of Waterloo"

SUBMITTED BY

Name: _____

Address: _____

REGION OF WATERLOO
PROCUREMENT AND SUPPLY SERVICES
150 FREDERICK STREET, 4TH. FLOOR
KITCHENER, ONTARIO
N2G 4J3

IMPORTANT:

Bids are to be dropped off at the
Procurement & Supply Services Counter,
150 Frederick Street, 4th Floor, Kitchener, ON.
Submissions received in Procurement & Supply
Services after the closing time will NOT be
accepted. The onus is on the bidder to ensure
that the bid is received in the proper location and
before the closing time.

CONTRACT NUMBER: P2010-19
CONTRACT NAME: Mobile Video Surveillance System
CLOSING DATE: Wednesday, May 19, 2010
CLOSING TIME: 12:00 P.M