



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 132

PROVISION OF DARK FIBRE SERVICES

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PART B

BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 PROVISION OF DARK FIBRE SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 3, 2005

B2.2 Proposal Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to GC.2.01, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D7.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

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

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.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Proposal.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- 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 five (5) 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 Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may at his 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 three (3) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, the 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”, the Bidder shall base his Total Bid Price upon the specified item but may indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal Submission consists of the following components:

- (a) Form A: Proposal;
- (b) Detailed Pricing;
- (c) Form N: Mandatory Compliance;
- (d) Bidder’s experience and abilities;
- (e) Bidder’s Proposed Schedule of Events;
- (f) Information required to be submitted in Specification E9 through E12;

B7.2 All components of the Proposal Submission 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 in ink, to constitute a responsive Proposal.

B7.3 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder’s name and address.

B7.3.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder’s name and address, and an indication that the contents are part of the Bidder’s Proposal Submission.

B7.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.5 Proposal Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

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

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his 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 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 Proposal 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: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B8.4 Paragraph 2 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his 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: Proposal shall be printed below such signatures.

B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal Submission and the Contract, when awarded, shall be both joint and several.

B9. DETAILED PRICING

B9.1 Further to B7.1(b), the Bidder shall state all prices in **Canadian funds**.

B9.1.1 The price 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.

B9.2 Bidders shall submit prices for one or more of the following:

- (a) Alternative 1 – purchase; or
- (b) Alternative 2 – lease; or
- (c) Alternative 3 – lease to own.

B9.3 Further to B9.2(b) and B9.2(c), Bidders shall submit prices based on a buy-out of one dollar per unit at the expiration of the lease.

- B9.4 The detailed breakdown of pricing should **as a minimum** include the following:
- (a) Total installation costs of the dark fibre optic network
 - (b) Costs for the use of the dark fibre optic network
 - (c) Costs for the maintenance of the dark fibre optic network
 - (d) Pricing for any other equipment or material required to complete and make the system complete and fully function as detailed in this document.

- B9.5 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. MANDATORY COMPLIANCE

- B10.1 Further to B7.1(c), the Bidder shall submit Form N: Mandatory Compliance as checklist for the Bidder and the City to ensure they have submitted all the relevant information required.

B11. QUALIFICATION

- B11.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
 - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
 - (c) be financially capable of carrying out the terms of the Contract;
 - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
 - (e) have successfully carried out work, similar in nature, scope and value to the Work;
 - (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);
- B11.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B11.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. EXPERIENCE AND ABILITIES

- B12.1 Further to B7.1(d), the Bidder shall explain how they are fully capable and have previous expertise and experience in implementing and providing a dark fibre optic system.
- B12.2 The City will only contract with Vendors having a successful history of sales, installation, service and support. The City may, with full cooperation of the Bidder, visit the Bidder's place of business and observe operations.
- B12.3 The Bidder shall submit relevant information must be submitted to clearly identify the proposing entity's capability, skill set, experience and suitability in order to successfully complete and support the City's dark fibre services requirements. Bidder's must demonstrate that their firm is capable of completing the project by referencing, in their responses to the following sections, projects they have delivered to other clients which encompass a similar size and scope.
- B12.4 The Bidder shall have a Registered Communications Distribution Designer (RCDD) or equivalent on staff who will work directly with the Project Manager. The RCDD must have sufficient experience in this type of project as to be able to lend adequate technical support to the field forces during installation and operation.
- B12.5 The City reserves the right to include, in their evaluation of a vendor's references; evaluation of any additional reference City's which the City feels are relevant to the City's Dark Fibre Services Project.

B13. SCHEDULE OF EVENTS

- B13.1 Further to B7.1(e), the Bidder's Schedule of Events which summarises significant target events will be evaluated to determine the most advantageous to the City. The Schedule should, as a minimum, include the following:
- (a) Dark Fibre Installations start
 - (b) Dark Fibre Installations completed
 - (c) Vendor End to End Testing
 - (d) City Review of Testing
 - (e) City Acceptance
 - (f) Maintenance period begins

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B14.1 Proposal Submissions will not be opened publicly.
- B14.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15. IRREVOCABLE OFFER

- B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 10 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
- (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 10 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B15.2 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, including the right to retain the Bidder's bid security.

B17. EVALUATION OF PROPOSALS

B17.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal;
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9.1;
- (c) Vendor's experience and abilities 10%
- (d) dark fibre design and proposal 30%
- (e) maintenance services 25%
- (f) proposed schedule of work 10%
- (g) total cost 25%
- (h) economic analysis of any approved alternative pursuant to B5.

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

- B17.3 Further to B17.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified.
- B17.4 Further to B17.1(c) Vendor's experience and abilities shall be evaluated on the basis of experience and abilities will be evaluated considering the Vendor's proposal or in other communications equipment costs, or alternate support services required because of the proposed solution.
- B17.5 Further to B17.1(d) dark fibre design and proposal shall be evaluated on the basis of evaluated on how well it meets the City's technical specifications and dark fibre design specified in E9.
- B17.6 Further to B17.1(e) maintenance services shall be evaluated on the basis of services will be evaluated on how well it meets the City's Maintenance requirements specified in E5,
- B17.7 Further to B17.1(f) proposed schedule of work shall be evaluated on the basis of implementation time is an evaluation criteria.
- B17.8 Further to B17.1(g), the Total Cost shall total cost will be evaluated considering all costs to the City.
- (a) Proposals will be evaluated on the basis of ALL costs associated with the dark fibre service proposed, even though the costs may not be reflected in the Proposal.
 - (b) Proposals shall make it clear what work is in scope in the Proposal and what work is out of scope or considered to be work only the City staff can do. In the face of ambiguities in the Proposal, then the City will use the interpretation of the ambiguity that results in the largest cost estimate.
- B17.9 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B18.4 The Contract Documents, as defined in GC.1.01(7), 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

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

C1.1 These General Conditions are applicable to the Work of the Contract.

PART D

SUPPLEMENTAL CONDITIONS

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".
- D1.7 In addition to the *General Conditions*, 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 provision of dark fibre service for 10 years from date of award.
- D2.2 The major components of the Work are as follows:
- (a) Installation of the dark fibre optic network;
 - (b) Ongoing maintenance of the dark fibre network;
 - (c) Lease of dark fibre
- D2.3 Notwithstanding D5.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2005.
- D2.4 Notwithstanding D5.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. BACKGROUND

- (a) The City of Winnipeg Corporate Information Technology department currently has implemented and maintains a gigabit Ethernet fibre optic network for a number of City offices and sites and has developed a plan to expand this fibre optic network. This plan involves the long term lease of single mode dark fibre optic connectivity to each of the sites

listed in E9.2. This Request for Proposal outlines the plan and provides guidelines for potential Vendors to provide a proposal for a solution and cost schedule.

- (b) The City of Winnipeg has a data communications network connecting over 5,000 computer workstations located in about 150 locations. The backbone of the data communications network is designed around a fibre optic ring connecting several City owned or leased buildings. See 132_Drawing_1_R0.pdf for the City's view on a possible ring design.

D4. REQUIREMENTS

- (a) All proposed fibre optic implementations which satisfy our requirements in terms of functionality, performance and compatibility with existing software and communications environments
- (b) A vendor with the resources required to provide all required services including:
 - (i) a solution for the required dark fibre optic implementation, related technical support and maintenance services. The Vendor may use its own resources or use subcontractors to complete the work but will be the single point of contact for support to the City for problem resolution related to the services the Vendor is supplying. The Vendor assumes full responsibility for any work performed by any of the subcontractors.
 - (ii) a physical path for implementation of a dark fibre ring to connect the locations listed taking into consideration that path redundancy and the minimizing of a single point of failure is a key design criteria.
 - (iii) all the services required to deliver, install, and make the dark fibre optic network "ready-for-use" by the City. This includes but is not limited to the entry into each location, supply, installation, splicing, testing of the dark fibre, acquisition of right of ways, permits, and co-location for the dark fibre where required.
 - (iv) provide both installation and operational maintenance costs for the proposed dark fibre services.
 - (v) The Vendor is to be able to design and implement further dark fibre expansions to the City's fibre optic network to accommodate future requirements at other locations as discussed in E6.

D5. DURATION OF CONTRACT

- D5.1 Notwithstanding GC.8.01, **the Contractor shall perform the Work of this Contract for ten (10) years from date of award.**
- D5.2 Notwithstanding D5.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to terminate the Contract upon six (6) months written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D6. DEFINITIONS

- D6.1 When used in this Request for Proposal:
 - (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Proposals;
 - (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D7. CONTRACT ADMINISTRATOR

D7.1 The Contract Administrator is:

Stanley Yuen
Enterprise Network Administrator
Corporate IT Department

Telephone No. (204) 986-6843
Facsimile No. (204) 986-5966
E-Mail syuen@winnipeg.ca

D7.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D8. CONTRACTOR'S SUPERVISOR

D8.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D8.2 Risk management throughout the project.

(a) The Vendor shall specify the following:

- (i) Management planning to recognise, define and attribute project risks and the risk mitigation processes to be implemented throughout the project.
- (ii) Vendor's backup plan to secure equipment and resources to meet the project implementation dates in case of equipment shortages or skilled personnel shortages.

D9. NOTICES

D9.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D9.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D9.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D9.4, D9.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D7.1.

D9.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D9.5 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 address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. WORKERS COMPENSATION

- D11.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D12. INSURANCE

- D12.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, to remain in place at all times during the performance of the Work.
- D12.2 Deductibles shall be borne by the Contractor.
- D12.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D12.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D13. SECURITY CLEARANCE

- D13.1 Each individual proposed to perform Work under the Contract after the initial installation will be required to have a satisfactory Security Clearance Check.
- D13.2 The City will conduct a Security Clearance Check, including but not limited to, banking and medical information, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- D13.3 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:

- (a) within five (5) Business Days of the Award of Contract; or
- (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.

D13.4 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:

- (a) A list of names (including maiden names), addresses, dates of birth, telephone numbers and occupations of all immediate family members including stepbrothers, stepsisters, half-brothers and half-sisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-5555
Winnipeg, Manitoba	
Mechanic – ABC Industries	

- (b) A list of names, addresses, dates of birth, telephone numbers and occupations of four closest friends. Include information indicating when, where and how they were met.
- (c) The name, title or position, and telephone number of the immediate supervisor.
- (d) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
- (e) Identification - driver's license (with photo), birth certificate and social insurance card.
- (f) A completed Form P-608: Security Clearance Check authorization form.
- (g) A cheque made payable to the City of Winnipeg in the amount of One hundred and eighty dollars (\$180.00).

D13.5 Each individual shall submit the required information, forms and payment in person to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:

- (a) within five (5) Business Days of the Award of Contract; or
- (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.

D13.6 Any individual for whom a satisfactory Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.

D13.7 Any Security Clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Security Clearance Check as hereinafter specified.

D13.8 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Facilities.

CONTROL OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.

- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in D11;
 - (iii) evidence of the insurance specified in D12; and
 - (iv) the security clearances specified in D13.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D15. ORDERS

- D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D16. RECORDS

- D16.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D16.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D16.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D17. INVOICES

- D17.1 Further to D9.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D17.2 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
 - (b) date(s) of provision of services;
 - (c) location at which service was provided;
 - (d) type and quantity of services provided;
 - (e) the amount payable with GST and PST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17.4 Table A of these Supplemental Conditions, listing current invoicing addresses, is provided for the convenience of the Contractor only. The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.

D18. PAYMENT

D18.1 Further to GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D19. WARRANTY

D19.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter unless extended pursuant to D19.2, in which case it shall expire when provided for thereunder.

D19.2 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D19.3 Notwithstanding GC.10.01, GC.10.02 and D19.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

PART E

SPECIFICATIONS

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. VENDOR INFORMATION

E2.1 The selected vendor must possess a range of capabilities and experience which the City considers essential. Some examples of capabilities the City will be looking for are:

- (a) Implemented similar size and scope projects;
- (b) References for implementation and support;
- (c) Quality products;
- (d) Financial Capability.

E3. VENDOR PROJECT MANAGEMENT

E3.1 The Vendor must specify how its Project Management methodology will be utilised to co-ordinate and manage the project in co-operation with the City. As a minimum, vendors must provide a description of their proposed methodology as it pertains to the following functions:

- (a) Project planning, co-ordination and project status reporting and updating.
- (b) Project team internal problem resolution mechanisms and management of project scope changes.
- (c) Change Management Procedures

E4. FINANCIAL CAPABILITY

E4.1 Sufficient evidence must be provided that the Vendor is solvent and will be able to carry the liability of the City's Dark Fibre Services Project until a contract has been negotiated signed, and the specific contract payment terms are met. Such evidence is considered to be the most recent publicly audited financial statements (for publicly traded companies) or the latest interim company financial statements if the Vendor does not have publicly audited financial statements.

E4.2 If the Vendor is a prime-sub arrangement, data is only required on the prime, since the prime must certify that they are assuming full financial and legal responsibility for the success of the project on the Vendor side.

E4.3 Financial stability will be evaluated on a pass/fail basis only.

E5. CORPORATE CAPABILITY

E5.1 A corporate profile must be submitted detailing the Vendor's fields of expertise with particular emphasis on those relevant to the City's Dark Fibre Services Project.

E5.2 The Bidder entity must submit relevant information regarding their capability and experience which clearly identifies the proposing entity as a suitable vendor for the City. The vendor profile (including all major subcontractors) should cover the following:

E5.3 As a prime contractor, the number of years of expertise in the following areas:

- (a) provision of MAN dark fibre optic solutions;

- (b) installation, implementation and maintenance of the above solutions;
- (c) depth of expertise in installing and supporting dark fibre services similar to The City's Dark Fibre Services Project.
- (d) vendors must identify their skilled resources who are available to be assigned to these solutions and who have experience with the proposed service requirements; and
- (e) the number of hardware service technicians qualified to provide support in each of the above areas.

E6. IMPLEMENTATION REFERENCES

- E6.1 Vendors shall provide at least two (2) references of projects in which the vendor has acted as Prime Contractor. Reference accounts will be evaluated in terms of their degree of success, and the degree to which they consist of a similar size and scope as the City's Dark Fibre Services project.
- E6.2 At least one (1) reference project should directly relate to the vendor's project team which is proposed to implement this project. Additional points will be awarded for reference projects that include specific personnel who have been proposed to work on the City's Dark Fibre Services Project.
- (a) For each reference, the Proposal shall include as a minimum:
 - (i) Name of client organisation.
 - (ii) Name, title, telephone number and fax number of client contact.
 - (iii) Client objectives of the referenced project.
 - (iv) Scope and complexity of the project.
 - (v) Project duration and major milestones.
 - (vi) Indication of client satisfaction with the vendor's performance.
 - (vii) Whether the vendor managed a consortium or subcontractors.
 - (viii) The planned project start and end dates and the actual start and end dates and the reasons for delays if any.

Any reference that cannot be contacted by the Evaluation Team will not be evaluated.

E7. SUPPORT REFERENCES

- E7.1 The Vendor shall provide evidence of its ability and commitment to provide ongoing support (maintenance) by referencing at least two (2) projects completed in the last three years which have been supported by the Vendor acting in the role of Prime Contractor. The project referenced in B12.5 above may also be used for support references, if appropriate.
- E7.2 For each reference, the Proposal shall include as a minimum:
- (a) Name of client organisation.
 - (b) Name, title, telephone number and email address of client contact.
 - (c) Extent and complexity of support provided to the client, such as help desk, network management, maintenance, operation, etc.
 - (d) Indication of client satisfaction with the vendor's support.

Any reference that cannot be contacted by the Evaluation Team will not be evaluated.

E8. SERVICES

- E8.1 The City of Winnipeg wishes to establish an expanded fibre optic data network to better provide information technology services to some of its offices and sites in Winnipeg.
- E8.2 The purpose of this Request for Proposal is to extend the fibre optic connectivity of the backbone network to additional locations. One of the primary requirements is a vendor able to provide products, services and support for the term of the contract.

E9. DARK FIBRE TECHNICAL SPECIFICATIONS

E9.1 Fibre Optic Network Design

The City is looking primarily at a ring topology to connect the distribution sites specified in E3.2. The Vendor is to design, document and implement the fibre ring with as much geographically diverse fibre paths as possible between two sites. Each connection requires a minimum of 2 strands and a maximum of 24 strands of single mode fibre dedicated only for use by the City. The Vendor's dark fibre network is to connect to the City's existing core network infrastructure at 510 Main St Administration Building. The City's view of a sample fibre optic ring topology providing the minimum required redundancy is provided in 132_drawing_1_r0.pdf. The Vendor must submit one or more dark fibre design proposals that meet or exceed the minimum requirements. The dark fibre designs must show the physical paths (including street names) that the fibres will be installed in to connect all the sites.

E9.2 Distribution Sites

The following sites are each to be connected as part of a fibre ring infrastructure. The fibre strands are to be terminated in a City-designated wiring closet located on the listed floor.

- (a) 421 Osborne Street, Main Floor ,R3L 2A2
- (b) 414 Osborne Street, R3L 2A1
- (c) 251 Donald, 3rd Floor, R3C 3P5
- (d) 510 Main, 7th Floor, R3B 1B9
- (e) 66 Allard, Main Floor, R3K 0T3
- (f) 700 Assiniboine Park Drive, Main Floor
- (g) 5014 Roblin Blvd, Main Floor, R3R 0G7
- (h) 1539 Waverly, 2nd Floor, R3T 4V7

E9.3 Disaster Recovery Site Path Redundancy

Fibre path redundancy shall be given priority for 700 Assiniboine Park Drive as this location is to be used as a data disaster recovery data centre. Fibre leaving this building to two adjacent locations on the fibre ring shall be separated into two separate fibre sheaths leaving the property line at a physical distance of no less than 30 feet.

E9.4 Fibre Patch Panels

The Vender shall provide one 19" rack-mounted fibre distribution panel per fibre sheath at each site capable of terminating 24 fibres. The City shall provide the 19" rack in which the fibre distribution panel shall be mounted.

E9.5 Fibre Optic Specifications

- (a) The armoured single mode fibre shall meet accepted industry standards and specifications.
- (b) OTDR fibre test results for all fibre optic cabling as measured from site to site shall be delivered to the City in written and digital media.

- (c) The fibre link loss total measured from site to site must not exceed 8 db.
- (d) Each fibre strand shall be terminated in an SC connector

E10. FIBRE OPTIC INSTALLATION CODE AND STANDARDS ADHERANCE

Cabling installation work shall conform to the current EIA/TIA standards as well as to the methodologies outlined in the BICSI Telecommunications Distributions Methods Manual.

E11. MAINTENANCE SERVICES

E11.1 General Provisions

- (a) The City requires ongoing maintenance and support for the dark fibre service.
- (b) Support Services Capability
- (c) Vendors must provide a description of service offerings available including:
 - (i) The Vendor's office locations from which support services will be delivered.
 - (ii) Vendors must note that any and all travel, living or other costs incurred during the performance of these support services shall be at the vendor's expense.
 - (iii) Following the initial written proposal evaluation, The City may require that short listed vendors arrange a visit for the evaluation team to a mutually agreed service facility of The Vendor.

E11.2 On-site Maintenance Service

- (a) Support must be proposed for the City which delivers, as a minimum, the following service requirements:
 - (i) The Vendor is responsible for all leased dark fibre cable maintenance.
 - (ii) The Vendor will warranty the dark fibre service to be available for a minimum of 99.9% of the time, to be measured on an annual basis.
 - (iii) The Vendor's Network Operations Centre (NOC) must be capable of receiving support calls from the City 24 hours a day, 7 days a week, 365 days a year. The Vendor's maintenance employees shall be available for dispatch 24 hours a day, 7 days a week, 365 days a year.
 - (iv) The Vendor's maintenance service shall include all materials, equipment, parts and labour for the entire length of the contract.
 - (v) Defects which may occur as a result of faulty materials or workmanship within the term of the agreement and accepted by the City shall be corrected by The Vendor at no additional cost to the City.
 - (vi) The Vendor support personnel shall respond by phone to begin problem resolution within two (2) hours of initial call by The City.
 - (vii) Planned, temporary outages to the dark fibre service due to maintenance by The Vendor shall be communicated to and agreed to by The City a minimum of 7 (seven) business days before the outage is to occur. The Vendor Planned outages for maintenance are not counted towards the availability percentage.
 - (viii) The Vendor shall not perform any normal maintenance repairs that will interrupt the dark fibre service to the City between the hours of 6 AM to 9 PM Monday to Sunday.
 - (ix) Vendors must describe their problem escalation procedures, including schedule and content of reports, used during the problem resolution process.
 - (x) If the Vendor's service organisation fails to provide service in accordance with any of the aforementioned service requirements, the City shall notify the Vendor of such failure through its authorized representative. The vendor shall provide a credit to the City for an amount equal to the total monthly maintenance costs involved for the City

location or locations affected in that improper service incident. The credit is to be applied within 2 months of the most current billing.

E11.3 Notification / Status Reporting Interface

- (a) The Vendor will be rated on its ability to deliver the following capabilities:
 - (i) The vendor's procedure to notify the City as problems are detected;
 - (ii) The method must allow The City's help desk personnel to call a support number or complete a simple form (1 page or less) to describe and report the problem;
 - (iii) The method must allow The City's help desk personnel or other authorised representative to request a status report on any single, group, or all outstanding problem incidents. The Vendor's status reports on a highest priority problems are to be communicated within 2 (two) hours of a request by the City;
 - (iv) Transmission of all communications, including problem reports, status reporting, etc. must be accomplished in an efficient and effective manner.

E12. MODIFICATION AND EXPANSIONS TO FIBRE NETWORK

- (a) Fibre site removals
 - (i) Although the sites selected in this initial dark fibre build are believed to be required for the duration of this contract, should the site no longer be required for the City before the contract end date, the fibre design should allow for the site to be removed from the fibre ring for the City without significant loss of redundancy in the fibre ring topology.
 - (ii) The City shall provide the Vendor with a minimum of 60 (sixty) days advance notification of a removal of a site from the fibre ring.
- (b) Fibre site additions
 - (i) The City may require additional fibre optic connections to become part of this contract under the same terms and conditions, similar specifications and maintenance requirements.