



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 162-2005

PROVISION OF FIBER SERVICES

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PART B

BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 PROVISION OF FIBER SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 27, 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 view the Site by making an appointment with the location supervisor.

B3.2 The Bidder is advised that viewing the sites must be done during open hours. See Appendix A for details on open hours. The Bidder will need to view the location of the existing wiring rack in each building to determine the fiber route into the building and the termination point for placement of required equipment. In the case of a new site, the Bidder will have to identify building entry points and the termination point.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 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.
- B6.2 The Contract Administrator will issue each addendum at least three (3) Business Days prior to the Submission Deadline, or provide at least three (3) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available in Adobe Acrobat (pdf) format on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda shortly before submitting his Proposal.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.
- B7.5 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.

- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, the Bidder may use the approved equal in place of the specified item.
- B7.8 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 B18.
- B7.9 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.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal Submission consists of the following components:
- (a) Form A: Proposal;
 - (b) Detailed Pricing;
 - (c) Form F: Work Schedule;
 - (d) Audited financial statement;
 - (e) Comprehensive network plan.
- B8.2 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.
- B8.3 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.
- B8.3.1 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.
- B8.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.5 Proposal Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. PROPOSAL

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 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.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 Paragraph 12 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.

B9.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B9.5 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.

B10. PRICES

B10.1 Further to B8.1(b), the Bidder shall state all prices in **Canadian funds**.

B10.1.1 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.

B10.2 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.

B10.3 Further to B10.2(c), Bidders shall submit prices based on a buy-out of one dollar per unit at the expiration of the lease.

B10.4 The detailed breakdown of pricing should **as a minimum** include the following:

- (a) Pricing for 3 years;
- (b) Pricing for 5 years;
- (c) Pricing for any others proposed;
- (d) Pricing for any other equipment or material required to complete and make the system complete and fully function as detailed in this document.

B10.5 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.

B10.6 Please identify any one-time or recurring charges associated with adding additional VLANs.

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 provide, in his Proposal Submission a copy of the most current company audited financial statement

B11.3 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.

B11.4 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. WORK SCHEDULE

B12.1 The Bidder shall complete Form F: Work Schedule indicating the time frame within which the Bidder proposes to perform each item or category of Work identified thereon.

B12.2 The Bidder shall, for the purpose of completing Form F: Work Schedule only, assume that, if an award of Contract is made, the letter of intent will be issued thirty (30) Calendar Days following the Submission Deadline.

B12.3 The Bidder shall ensure that the proposed time frames are consistent with the requirements to:

- (a) commence the Work as specified in D11;
- (b) achieve completion of critical stages of the Work as specified in D12;
- (c) achieve Total Performance as specified in D13;
- (d) perform scheduled maintenance as specified in D14.

B12.4 Upon award of the Contract, the Contractor shall be bound to this Work Schedule.

B12.4.1 If the Bidder submits alternative Proposals, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B12.5 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Request for Proposal.

B12.6 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B13. AUDITED FINANCIAL STATEMENT

B13.1 Further to B8.1(d), the Bidder shall submit a copy of their companies most current audited financial statement for evaluation purposes by the City.

B14. COMPREHENSIVE NETWORK PLAN

B14.1 Further to B8.1(e), the Bidder shall provide a comprehensive network plan that provides the following:

- (a) A detailed network design document including a network diagram that identifies:
 - (i) all links in the network,
 - (ii) all link speeds in the network,
 - (iii) all central network hubs and their associated links and link speed,
 - (iv) all redundancy points, if included in the design,
 - (v) all points of flexibility for future consideration built into the design. Examples of flexibility considerations would be: addition of vlans, addition of new sites, relocation of existing sites, timely link speed changes, addition of fiber strands, ease of network monitoring, etc.
- (b) A network security plan. This will outline how the Bidder plans to ensure network security and the steps that will be taken to protect the traffic on each VLAN.

- (c) Implementation plan. The Bidder will provide a detailed implementation plan outlining the location and the schedule of installation and configuration. The locations specified in points E1.2 – E1.21 inclusive in PART E – Specifications have fiber services provided under the existing contract which expires on June 30th, 2005. The implementation plan must take into consideration the potential impacts of switching services and attempt to reduce the outage at the locations during open hours. **These locations are the top priority for implementation.**
 - (i) The Work as identified in D12.1 (a)- (j) inclusive shall be completed within ninety (90) calendar days from award of Contract.
- (d) Detailed project costs. The Bidder shall provide detailed project costs listing all expenses associated with the network implementation. Both one time up front costs and ongoing monthly costs. The costs provided must identify costs associated with the following situations:
 - (i) Costs associated with the existing locations and speed requirements,
 - (ii) Costs associated with upgrading the existing locations to 100MB service, either at the VLAN level or the site level. Costs should be applicable to each site that is not at this level of service and can be applied at the site level. i.e. the contract administrator can choose to upgrade any and all locations during the term of the contract.
 - (iii) Costs associated with adding a new site with 10MB service.
 - (iv) Costs associated with adding a new site with 100MB service.
 - (v) Costs associated with removing a site from the list of serviced sites.
 - (vi) Costs associated with relocating an existing site to a new location with the same service. The Bidder will include any overlap costs associated with providing the service at both locations during the relocation period.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposal Submissions will not be opened publicly.
- B15.2 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 page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B15.3 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, or by other authorities having jurisdiction.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the next two lowest evaluated 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 11 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 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.

- B17.1.1 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.
- B17.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 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 12 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority 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.

B18. INTERVIEWS

- B18.1 The Contract Administrator may, at his/her sole discretion, interview Bidders during the evaluation process.

B19. NEGOTIATIONS

- B19.1 The City reserves the right to negotiate details of the Contract with Bidders.
- B19.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his/her best offer, not a starting position for negotiations, in his/her Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

- B20.1 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 B11;
 - (c) Evaluated Bid Price;
 - (d) Company stability proved by financial analysis of audited financial statements;
 - (e) Completion of the phase 1 work within ninety (90) calendar days as outlined in Form F: Work Schedule.
 - (f) Flexibility of network design.
 - (g) economic analysis of any approved alternative pursuant to B7;

- B20.2 Further to B20.1(a), 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.
- B20.3 Further to B20.1(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.
- B20.4 Further to B20.1(c), the Evaluated Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on the Bidder's pricing proposal.
- B20.4.1 If there is any discrepancy between the Evaluated Bid Price written in figures, the Evaluated Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B20.5 Further to B20.1(d), the financial stability of the Bidder shall be evaluated by financial analysis of the most current audited financial statements.
- B20.6 Further to B20.1(e), the completion schedule outlined on Form F: Work Schedule will be evaluated to determine the earliest completion and the least disruption in service.
- B20.7 Further to B20.1(f), Flexibility of the network design will be evaluated considering the information submitted to determine the City's ability to add additional sites , if required, in the future, relocate sites, delete sites, change link speeds or add VLANs.
- B20.8 This Contract will be awarded as a whole.

B21. AWARD OF CONTRACT

- B21.1 The Award Authority 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.
- B21.2 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.
- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 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.

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 in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

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".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the provision of fiber optic services to all locations identified but not limited to just the locations listed.
- D2.2 The major components of the Work are as follows:
- (a) Provide fiber optic links to all locations identified in clauses E3 to E5 inclusive.
 - (b) Installation of new fiber optic links to future locations as required,
 - (c) Relocate fiber optic links in the future as required,
 - (d) Discontinue fiber optic links in the future as required,
 - (e) Provide ongoing support and maintenance for all links,
- D2.3 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 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, or to terminate the 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. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
- Allan Pritchard
Coordinator, Library Information Technology Services
700 Assiniboine Park Drive before May 28th

251 Donald Street after May 28th
Winnipeg, Manitoba

Telephone No. (204) 986-6416
Facsimile No. (204) 942-5671

- D3.2 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.

D4. CONTRACTOR'S SUPERVISOR

- D4.1 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.

D5. NOTICES

- D5.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D5.2 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.
- D5.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D5.4 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
- D5.5 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

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

D8. WORKERS COMPENSATION

- D8.1 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.

D9. INSURANCE

- D9.1 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.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 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 the date specified in GC.3.01 for the return of the executed Contract.
- D9.4 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.

D10. DETAILED WORK SCHEDULE

- D10.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

- D10.2 All dates and time periods in the detailed work schedule shall be consistent with Form F: Work Schedule provided in the Contractor's Proposal Submission except that:
- (a) if the actual date that the letter of intent is issued is later than the assumed date indicated in B12.2, the Contractor may adjust fixed dates proposed on Form F: Work Schedule, by not more than the difference between the aforementioned assumed and actual dates;

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D11.2 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D12. CRITICAL STAGES

- D12.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Initial sites identified and prioritized into phases
 - (b) Site inspections complete for all locations
 - (c) Specifications for service is defined by location
 - (d) Cabling/electrical/networking requirements defined by location
 - (e) Implementation timeline approved for phase 1 – existing fiber locations.
 - (f) Cabling/electrical/networking installations complete for phase 1 sites
 - (g) Demarcation equipment delivered for phase 1 sites
 - (h) System configuration complete for phase 1 sites
 - (i) System testing complete for phase 1 sites
 - (j) Training for both City and Bidder staff complete for phase 1 sites
 - (k) Documentation for City and Bidder staff prepared for phase 1 sites
 - (l) Complete system activation for phase 1 sites
 - (m) Implementation timeline approved for phase 2 – approved new fiber locations.
 - (n) Cabling/electrical/networking installations complete for phase 2 sites
 - (o) Demarcation equipment delivered for phase 2 sites
 - (p) System configuration complete for phase 2 sites
 - (q) System testing complete for phase 2 sites
 - (r) Training for both City and Bidder staff complete for phase 2 sites
 - (s) Documentation for City and Bidder staff prepared for phase 2 sites
 - (t) Complete system activation for phase 2 sites

D13. TOTAL PERFORMANCE

- D13.1 The Contractor shall achieve Total Performance in accordance with the schedule shown on Form F: Work Schedule of his Proposal Submission.

D13.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D13.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D14. SCHEDULED MAINTENANCE

D14.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Replacement of failed equipment supplied by the Bidder in a timely fashion;
- (b) Upgrade firmware/software as needed, and after successful testing by the Bidder has been completed, to ensure the network is available, reliable, flexible, supportable and secure.
- (c) Repair/replace any damaged fiber in a timely fashion.
- (d) Any other maintenance necessary to meet the requirements of the contract in a timely fashion.

FORM L: DETAILED WORK SCHEDULE
(See D10)

PROVISION OF FIBER SERVICES

For each item of Work, indicate the cumulative percentage proposed to be completed by the end of each time period until 100% completion is achieved.						
Items of Work	Time Period in Working Days					
	0	10	20	30	40	50
Initial sites identified and prioritized into phases						
Site inspections complete for all locations						
Specifications for service is defined by location						
Cabling/electrical/networking requirements defined by location						
Implementation timeline approved for phase 1 – existing fiber locations.						
Cabling/electrical/networking installations complete						
Demarcation equipment delivered for phase 1 sites						
System configuration complete for phase 1 sites						
System testing complete for phase 1 sites						
Training for both City and Bidder staff complete for phase 1 sites						
Documentation for both City and Bidder staff prepared for phase 1 sites						
Complete system activation for phase 1 sites						
Implementation timeline approved for phase 2 – approved new fiber locations.						
Cabling/electrical/networking installations complete						
Demarcation equipment delivered for phase 2 sites						
System configuration complete for phase 2 sites						
System testing complete for phase 2 sites						
Training for both City and Bidder staff complete for phase 2 sites						
Documentation for both City and Bidder staff prepared for phase 2 sites						
Complete system activation for phase 2 sites						

PART E
SPECIFICATIONS

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

- E1.1 These Specifications shall apply to the Work.
- E1.1 The Contractor shall provide fiber optic services to all current and future sites in accordance with the requirements hereinafter specified.

E2. DETAILED SPECIFICATIONS

- E2.1 All fiber links must support multiple VLANS.
- E2.2 A minimum of eight (8) VLANS is required at each site at initial installation.
- E2.3 The Bidder must be capable of adding additional VLANS at the request of the City.

E3. 100 MB LINES

- E3.1 Two (2) - 100MB fiber at Millennium Library.

E4. 10 MB LINES

- E4.1 Cornish Library.
- E4.2 Charleswood Library
- E4.3 Henderson Library.
- E4.4 Munroe Library
- E4.5 Transcona Library
- E4.6 West Kildonan Library
- E4.7 St. John's Library
- E4.8 St. Vital Library.
- E4.9 St. Boniface Library.
- E4.10 Louis Riel Library.
- E4.11 Fort Garry Library.
- E4.12 Pembina Trail Library.
- E4.13 River Heights Library.
- E4.14 St. James Library
- E4.15 Westwood Library
- E4.16 City Place Library until October 31, 2005.

- E4.17 West End Library.
- E4.18 Windsor Park Library.
- E4.19 Osborne Library.
- E4.20 Sir William Stephenson Library – new site.
- E4.21 Winnipeg Transit - North Garage – new site.

E5. CRITICAL SITES

- E5.1 10MB St. Boniface Repeater Station – new site.
- E5.2 10MB MacLean Pumping Station – new site.
- E5.3 10MB Hurst Pumping Station – new site.
- E5.4 10MB Tache Booster Pumping Station – new site.
- E5.5 100MB Winnipeg Transit - Handi-Transit/IS – new site.

E6. SERVICES

- E6.1 The Bidder must guarantee, as a minimum, 99.9% up time at each site provided on a 24x7x365 level of service calculated annually.
 - (a) For Critical Sites identified in E5, the Bidder must guarantee 99.99% up time under the same level of service.
- E6.2 The following conditions will be applicable to all service points.
 - (a) Downtime will be recorded for each site and instance. Downtime will be calculated as the total time passed from the time the problem was reported to/by the Bidder to the time the Bidder has restored service. Downtime is defined as any loss of service at any of the sites covered under this contract.
 - (b) The Bidder will be required to calculate the total annual downtime for each site covered under this contract and present the report to the contract administrator no later than ten (10) working days after the end of the year in review. Total annual downtime for the site will be the accumulation of all downtime instances for that site.
 - (c) The Bidder shall provide the City with a credit equal to ten percent (10%) of the total annual site charges for each and every tenth of a percent (0.1%) or portion thereof of downtime that exceeds the agreed upon acceptable annual downtime for the site. The credit or refund will be provided to the City within the first two months of the calendar year following the year the downtime occurred.
 - (d) In the event that the credit due is as a result of downtime occurring in the final year of the contract the Bidder will provide the City with a refund cheque within the timeframe outlined in point (c) above.
 - (e) Acceptable downtime, not used in the above calculation, is defined as downtime as a result of scheduled preventative maintenance or scheduled upgrading with the following exceptions:
 - (i) The length of a single instance of scheduled maintenance or scheduled upgrading will not exceed three (3) hours during the site's non-prime shift as defined by the site. Any such instance that exceeds this limit the excess downtime will be counted in the calculation of total annual downtime for the site.

- (ii) Any instance of scheduled maintenance or scheduled upgrading that occurs during the prime operational shift for the site without prior written approval from the Contract Administrator will be counted in the calculation of total annual downtime for the site.
 - (f) Any downtime that results from actions taken or not taken by the City will not be counted as downtime. The contract administrator will make the final decision on what downtime instances fall within this exception. Examples of such occurrences are; the City cuts a fiber cable by accident or the City does not respond to a request for access to a site to initiate service.
 - (g) The annual downtime credit or refund for a site cannot exceed 100% of the total annual charges for the site.
- E6.3 Included in this contract will be the ongoing service, maintenance and support service costs associated with the continued supply of the above services/equipment. **At a minimum please provide three (3) and five (5) year costing models.**
- E6.4 To ensure that the Bidder can respond to non-scheduled outages in a timely fashion the City will provide the successful Bidder with a set of keys and passcodes to all of the service points except for those sites that, for safety or security reasons, keys cannot be provided. The Bidder will be required to:
 - (a) Store the keys and passcodes in a safe and secure area, accessible only by the Bidder's authorized staff,
 - (b) Contact the City's Control Center prior to entering any of the facilities,
 - (c) Contact the City's associated support representative for the facility in question,
 - (d) Review and follow the City's security procedures for the facility in question,
 - (e) Accept responsibility for any damages or losses incurred by the City as a result of the Bidder's staff not following these procedures.
 - (f) Ensure that the contract administrator has an accurate list of staff names that have access to the keys or passcodes.
 - (g) Maintain a sign out/sign in log for retrieving and returning keys and passcodes and provide the log to the contract administrator if and when requested to do so.
- E6.5 The Bidder shall, wherever feasible, schedule preventative maintenance or upgrading at a time that minimizes interference with operations at the site(s) being serviced. In addition, the Bidder agrees to provide the contract administrator or his/her designate with not less than five (5) Business Days prior notice of scheduled preventative maintenance or upgrading which will result in downtime.
- E6.6 The Bidder must supply a switch as the demarcation point at each location with ports labelled for each VLAN. The switch should have a minimum of twenty-four (24) 10/100MB ports. A redundant port should be configured for each VLAN in the event of a port failure. The Bidder will use their experience in determining the port assignment for each VLAN and redundant ports so as to minimize a multi-VLAN outage in the event of a partial switch failure.
- E6.7 The Bidder will configure all switches in a similar fashion so as to maintain consistency and to simplify documentation and support.
- E6.8 In the event that a site has to be relocated to a new location or a new site has to be added to the system or a site has to be deleted from the system, the Bidder must outline the process/procedures that must be followed in order to make this happen. As a minimum, the Bidder must provide the following:
 - (a) A sample of the change request form,

- (b) The procedures the contract administrator must follow in order to issue a change request,
 - (c) The lead time required for each of the events in order to have the work completed on schedule.
 - (d) The point of contact for receiving the change request.
 - (e) The point of contact for providing status reports on outstanding change requests.
 - (f) The point of contact for resolving issues related to the change request.
- E6.9 For any change request that has been submitted according to the criteria outlined in E6.8 the Bidder must agree to credit the contract administrator one (1) month of service for each week or portion thereof that the Bidder is late on the agreed upon implementation date. The credit will be based on the monthly service charge for the site(s) in question and will be provided as outlined in E6.2(c) and E6.2(d).
- E6.10 The City has standardized on Cisco switches and as such the Bidder must supply switches that are compatible and support the Cisco environment.
- E6.11 All fiber communications must terminate at the Millennium Library in the computer room located on the third floor.
- E6.12 The fiber link that currently services the Sir William Stephenson Library is operated by the City. The Bidder will provide costs associated with adding this site onto the system as a 10MB link with the same services as outlined for the other library sites at the same level of service. The City reserves the right, at its own discretion, to add this site to the system at any point during the term of the contract or to leave it out of the system.
- E6.13 The City reserves the right, at its own discretion, to include or exclude the sites defined in E4.20, E4.21 or E5 at any point during the term of the contract. These sites are considered optional and are included to determine funding requirements.
- E6.14 The Bidder must be able to prove owner of or right to use any and all fiber strands proposed for the term of this contract.
- E6.15 The Bidder must be prepared to act as the prime contractor and single point of contact for all services provided regardless of any subcontractors or partnerships involved in the proposal.
- E6.16 If the Bidder is proposing the use of hub sites in their proposal then those hub sites should be linked, at a minimum, via two (2) 100MB links to ensure sufficient bandwidth to handle the consolidated traffic feeding into the hub sites and to ensure redundancy is in place in the event of a failure. This will apply to the links into the Millennium Library as the City considers this location to be a hub site. Ideally, the number of trunks between hub sites could equal the number of VLANs being provided and/or be upgraded to gigabit level if and when required. The Bidder will provide details on how they will monitor and if necessary, upgrade the links between the hub sites.
- E6.17 The Bidder will, on request, during the term of the contract provide the contract administrator with link utilization information either in data or graphical presentation form for any or all links/VLANs under contract for the specified period of time. The Bidder will outline the options available to the contract administrator for link/VLAN utilization reporting.
- E6.18 The Bidder must provide the City a means of checking link status in the event of an outage. The Bidder is to describe how this would be accomplished.
- E6.19 All fiber links must terminate in the City owned wiring rack located in each of the outlined buildings. The rack is a standard nineteen (19) inch rack. For new sites, the City will provide the rack and any necessary electrical power to the rack.

- E6.20 For existing sites each rack has one fifteen (15) amp circuit that provides power to the rack. The power source is normal building power except for a few of the buildings which have UPS power units supplied by the City. The Bidder will outline if UPS power units will be supplied for each or any wiring rack and if the units are for the sole use of the Bidder.
- E6.21 Since a number of the sites identified are located in strip malls, the Bidder will outline any potential revenue sharing options that could arise in the future from the Bidder acquiring additional customers that would utilize the fiber installed under this or the previous contract.
- E6.22 The City reserves the right to initiate a one time renewal of this contract upon written notification made to the Bidder at least ninety (90) calendar days prior to contract expiry. The length of the renewal period is at the discretion of the City. In the event that the City initiates a renewal, the Bidder agrees to charge the City the lowest price related to the terms as proposed by the Bidder in their initial proposal. For example, if the Bidder proposes a three year term price of 'x' and a five year term price of 'y' and 'y' is less than 'x' then the Bidder agrees to charge the City 'y' for the renewal period.