



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 792-2010**

**SUPPLY OF 24 VOLT DC BACK UP POWER SYSTEMS FOR CITY OF WINNIPEG  
TRUNKED RADIO SITES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 SUPPLY OF 24 VOLT DC BACK UP POWER SYSTEMS FOR CITY OF WINNIPEG TRUNKED RADIO SITES

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 28, 2010.
- B2.2 Proposals 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 C3, the Contract Administrator or an authorized representative will be available at the **1539 Waverly Site** from 10:00a.m to 10:30a.m on October 20, 2010 to provide Bidders access to the Site.
- B3.2 Further to C3, the Contract Administrator or an authorized representative will be available at the **288 Portage Site** from 11:00a.m to 11:30a.m on October 20, 2010 to provide Bidders access to the Site. Bidders shall wait in the lobby area until the Contract Administrator or an authorized representative arrives at the site.
- B3.3 Note: There will **not** be a site investigation at 2232 Main Street as it is not necessary due to its similarity to the 1539 Waverly site.
- B3.4 The Bidder is advised that access to the Site(s) is being provided to view the current conditions at the Site(s), including but not limited to space requirements, existing equipment footprint allocation and demonstration of interface to the existing trunked radio system(s) requiring 24 Volt DC. backup power.
- B3.5 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.
- B3.6 The Bidder is responsible for determining:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
  - (b) the nature of the surface and subsurface conditions at the Site;
  - (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
  - (d) the nature, quality or quantity of the Plant needed to perform the Work;
  - (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
  - (f) all other matters which could in any way affect his Proposal or the performance of the Work.

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

- 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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 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.
- B4.5 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.
- B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

## **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 two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 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 materials, equipment, methods and products 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 seven (7) 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 material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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 two (2) 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”, any 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”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.1.
- B7.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B18.1(a).

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Proposed Goods/Equipment per B12.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal 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, to constitute a responsive Proposal.

- B8.3.1 Bidders should submit one (1) unbound original (marked "original") and two (2) copies.
- B8.4 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.
- B8.4.1 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.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B18.1(a).
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals 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 11 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 should be printed below such signatures.

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 and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.2 **The Bidder shall provide detailed pricing breakdown for each Site, separate from the total list on Form B**, including but not limited to all infrastructure, hardware, cables, interconnections, programming, software, testing, and any necessary operating costs for two years.

B10.2.1 Prices on Form B: Prices shall include:

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

B10.2.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

B10.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B10.4 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.

## **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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the

Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B11.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B12. PROPOSED GOODS/EQUIPMENT**

- B12.1 The Bidder shall submit a description of the proposed goods and their specifications as per E2 Goods.
- B12.2 The method of proposed supply of 24 volt D.C. backup power for the three City of Winnipeg trunked radio sites shall be detailed by the Bidder and may include, but is not limited to, battery systems, fuel cell systems or solar systems. A combination of backup power system technologies could also be considered at the sites.
- B12.3 The back up power system shall have weight considerations noted in the proposal, specifically relating to any additional required/recommended indoor floor bracing or any required/recommended outdoor concrete pad requirements.
- B12.4 The proposal shall demonstrate and depict properly designed circuit breaker ratings and conductor sizing in the backup power system.
- B12.5 Any software necessary to provide monitoring or performance of the backup power systems shall be provided by the Bidder as part of this Request for Proposal.
- B12.6 The Bidder shall indicate how the systems could be evolved or expanded to provide additional future capacity.
- B12.7 The Bidder shall indicate how the systems should be maintained from a preventive maintenance and life cycle perspective. The annual maintenance requirements of the proposed systems should be detailed for two years and highlight considerations for replacement costs and disposal costs and operational costs.
- B12.8 The Bidder shall provide a list of recommended spare equipment and associated cost for said spare equipment that the City of Winnipeg should consider for all three radio sites. Examples of spare equipment might include chargers, controllers, and batteries.
- B12.9 The Bidder shall provide electrical, mechanical and environmental specifications.
- B12.10 Remote monitoring software for presence of alarms such as AC power and backup power, testing and overall backup power system performance shall be detailed in the proposal.

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

- B13.1 Proposals will not be opened publicly.



B13.2 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 Division website at <http://www.winnipeg.ca/matmgt>

B13.3 To the extent permitted, the City shall treat all Proposals 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.

#### **B14. IRREVOCABLE OFFER**

B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B14.2 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 for the time period specified in Paragraph 10 of Form A: Proposal.

#### **B15. WITHDRAWAL OF OFFERS**

B15.1 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.

B15.1.1 Notwithstanding C21, 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.

B15.1.2 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 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Proposal withdrawn.

B15.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B16. INTERVIEWS**

B16.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

#### **B17. NEGOTIATIONS**

B17.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B17.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders

without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

## **B18. EVALUATION OF PROPOSALS**

B18.1 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 or acceptable deviation therefrom:
  - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11:
  - (i) mandatory qualifications (pass/fail);
- (c) Evaluated Bid Price 60%
- (d) Proposed Goods/Equipment 40%
- (e) economic analysis of any approved alternative pursuant to B7;
- (f) costs to the City of administering multiple contracts.

B18.2 Further to B18.1(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 or minor informalities or irregularities if the interests of the City so require.

B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he is responsible and qualified.

B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B18.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total 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.

B18.4.2 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18.5 Further to B18.1(d), Proposed Goods/Equipment shall be evaluated considering the information submitted in response to B8.1 and B12.

B18.5 This Contract may be awarded as a whole or separately by item as identified on Form B: Prices.

B18.5.1 Notwithstanding B10.1, the Bidder may, but is not required to bid on all items.

B18.5.2 The City may elect not to award items 4, 8 and 12.

B18.5.3 Notwithstanding B19.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all items, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract as a whole.

B18.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

**B19. AWARD OF CONTRACT**

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 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.

B19.2.1 Without limiting the generality of B19.2, 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.

B19.3 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, in accordance with B18.

B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and possible installation and commissioning of 24 volt D.C. Backup Power Systems for the City of Winnipeg Trunked Radio sites located at 1539 Waverly, 288 Portage Avenue, and 2232 Main Street including all infrastructure, hardware, software as per the specifications contained within Section E..

D2.3 Notwithstanding D2.1, 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, 2010.

D2.4 Notwithstanding D2.1, 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, 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. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**DC**" means direct current and is the unidirectional flow of electric charge;
- (b) "**AC**" means alternating current and is electric current that reverses direction sinusoidally.
- (c) "**Ampere**" is a unit of measure of the rate of electron flow or current in an electrical conductor typically abbreviated as "amp".
- (d) "**Ampere hour or Amp hour**" is the amount of energy charge in a battery that will allow one ampere of current to flow for one hour.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Jason LaFrance  
Radio Electronics Engineer  
421 Osborne Street  
Winnipeg, MB R3L 2A2

Telephone No.: (204) 986-3022  
Facsimile No.: (204) 986-2666

#### D5. NOTICES

D5.1 Notwithstanding C21.3 all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: (204) 949-1174

## **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. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, 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 C4, for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

- D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D7;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) evidence of the insurance specified in D8;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

#### **D10. DELIVERY**

D10.1 Goods shall be delivered within thirty (30) Calendar Day(s) of the placing of an order, f.o.b. destination, freight prepaid to:

Jason LaFrance  
Radio Electronics Engineer  
421 Osborne Street, Radio Shop  
Winnipeg, MB R3L 2A2  
Telephone No: (204) 986-3022  
Facsimile No: (204) 986-2666

- D10.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D10.3 Goods shall be delivered between 8:00 a.m. and 4:00 p.m. on Business Days.
- D10.4 The Contractor shall off-load goods as directed at the delivery location.

#### **MEASUREMENT AND PAYMENT**

##### **D11. INVOICES**

D11.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D11.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11.4 Bids Submissions must be submitted to the address in B8.8.

##### **D12. PAYMENT**

D12.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D13. PAYMENT SCHEDULE**

D13.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D14. WARRANTY**

D14.1 Warranty is as stated in C11.



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

#### E2. GOODS

- E2.1 The Contractor shall design, supply and possibly install and commission 24 volt D.C. Backup Power Systems for the City of Winnipeg Trunked Radio Sites located at 1539 Waverly, 288 Portage Avenue, and 2232 Main Street including all infrastructure, hardware, software in accordance with the requirements hereinafter specified.
- E2.2 The availability and reliability of a 24 volt DC backup power source is required for the City of Winnipeg trunked radio Sites. The backup power solutions must offer durability and flexibility, at a reasonable cost and consider scalability for future capacity expansion and enhancements.
- E2.3 The backup power systems could be, but is not limited to battery systems or fuel cell systems or solar systems for the power requirements of these stationary applications. A combination of backup power system technologies could also be considered at the Sites.
- E2.4 Item No. 1 – 24 Volt DC Backup Power System – **1539 Waverly Street Radio Site:**
- (a) The trunked radio Site at 1539 Waverly Street has an approximate total indoor footprint of 15 feet by 15 feet, and is classified as a trailer complete with ventilation and climate control to 20 degrees Celsius. The usable outdoor footprint at the rear of the Site has an approximate 40 foot by 20 foot section nearest the next adjacent building.
  - (b) The preference for indoor footprint space taken by the backup power system at the Site is a quantity of two, 19" wide racks, approximately 7 feet in height each; however additional indoor space is available.
  - (c) The Site has multiple 110 VAC and 220 VAC panel circuits available
  - (d) There are a quantity of six (6) devices (5 existing and 1 future use) at this Site (i.e.: the critical load), requiring 24 volt DC backup power. These devices are TAIT TB8100 repeaters which act as traffic or control channels for the trunked radio system. These devices are normally powered in a 110 volt AC state, and shall only switch to 24 volt DC upon AC grid failure. Thus a DC backup power system is required, and not a DC power supply system. The backup power system is to be configured to provide backup power to a grid connected trunked radio system should the grid fail. **IMPORTANT NOTE: The repeater devices inherently have auto switching between AC and 24 volts DC. Furthermore, the backup DC power must be continuously available to the critical load, thus avoiding any switch time after an AC failure.**
  - (e) At a minimum, the backup power system for the trunked radio Site must be able to supply the required power to the critical load for the desired length of runtime of no less than 12 hours. Each of the six (6) devices at this Site requires 14 amperes each at 24 volts DC for 12 hours of backup power. This represents 1008 amp hours for the critical load.
  - (f) The 24 volt DC backup power system shall be designed to have a recovery time after a complete 12 hour discharge (due to a mains AC failure), of no more than 24 hours. The backup system shall be fully recovered to its original designed and "ready" state in 24 hours or less.
  - (g) The 24 volt DC backup power system shall have on-Site visual indicators (i.e. visual metering) to view the system status of voltage and current.

- (h) The 24 volt DC backup power system shall have distribution panel(s) to allow for individual radio device isolation and disconnect as well as overload breaker protection.
- (i) The system shall include one (1) year warranty and support.

E2.5 Item No. 2 – Documentation – **1539 Waverly Street Radio Site** shall consist of:

- (a) Complete documentation of supplied 24 Volt DC Backup Power System as specified above, including:
  - (i) Complete documentation of all racking systems, cabinetry systems, mounts, power distribution panels, circuit breakers, backup power source device(s), software, power cabling, control cabling and routing of said cabling, including all connections to the proximity of the trunked radio Sites backup power input(s).
  - (ii) All equipment manuals.
  - (iii) All detailed equipment lists.
  - (iv) All layout diagrams at the Site.
  - (v) One copy of each item specified above submitted to the Contract Administrator upon system activation and acceptance at the Radio Site.

E2.6 Item No. 3 – Training – **1539 Waverly Street Radio Site** shall consist of:

- (a) A scheduled one hour minimum training session for City of Winnipeg technicians who work at the Site. The training will explain the 24 Volt DC backup system components, operation, and maintenance, including any software operation.

E2.7 Item No. 4 – Installation – **1539 Waverly Street Radio Site** shall consist of:

- (a) Complete installation and commissioning of supplied 24 Volt DC Backup Power System as specified above, including
  - (i) Complete installation of all and any racking systems, cabinetry systems, mounts, power distribution panels, circuit breakers, backup power source devices(s), software, power cabling, control cabling and routing of said cabling, including all connections to the proximity of the trunked radio Sites backup power input(s).
  - (ii) Adherence and compliance with local building and electrical codes.

E2.8 Item No. 5 -24 Volt DC Backup Power System – **288 Portage Avenue Radio Site** shall consist of:

- (a) All items specified as per E2.4 **with the exception** of the following:
  - (i) The City of Winnipeg trunked radio Site is 288 Portage Avenue.
  - (ii) The trunked radio Site at 288 Portage Avenue has an approximate total indoor footprint of 20 feet by 20 feet, and is classified as a wood frame building with ventilation and climate control to 20 degrees Celsius. This wood frame hut is located on the rooftop of the 32<sup>nd</sup> floor of 288 Portage Avenue. There is elevator access directly to the rooftop of said building. The usable outdoor footprint on the rooftop is just west and adjacent to the Site building with approximately 12 foot by 12 foot outdoor available space.
  - (iii) There are a quantity of twelve (12) devices (11 existing and 1 future use) at this Site (i.e.: the critical load), requiring 24 volt DC backup power. These devices are TAIT TB8100 repeaters which act as traffic or control channels for the trunked radio system. These devices are normally powered in a 110 volt AC state, and shall only switch to 24 volt DC upon AC grid failure. Thus a DC backup power system is required, and not a DC power supply system. The backup power system is to be configured to provide backup power to a grid connected trunked radio system should the grid fail. **IMPORTANT NOTE: The repeater devices inherently have auto switching between AC and 24 volts DC. Furthermore, the backup DC power must be continuously available to the critical load, thus avoiding any switch time after an AC failure.**
  - (iv) At a minimum, the backup power system for the trunked radio Site must be able to supply the required power to the critical load for the desired length of runtime of no

less than 12 hours. Each of the twelve (12) devices at this Site requires 14 amperes each at 24 volts DC for 12 hours of backup power. This represents 2016 amp hours for the critical load.

- E2.9 Item No. 6 - Documentation – **288 Portage Avenue Radio Site** shall consist of:
- (a) All items specified as per E2.5 with the exception of the following:
    - (i) The City of Winnipeg trunked radio Site is 288 Portage Avenue.
- E2.10 Item No. 7 - Training – **288 Portage Avenue Radio Site** shall consist of:
- (a) All items specified in E2.6 with the exception of the following:
    - (i) The City of Winnipeg trunked radio Site is 288 Portage Avenue.
- E2.11 Item No.8 - Installation – **288 Portage Avenue Radio Site** shall consist of:
- (a) All items specified in E2.7 with the exception of the following:
    - (i) The City of Winnipeg trunked radio Site is 288 Portage Avenue.
- E2.12 Item No. 9 -24 Volt DC Backup Power System – **2232 Main Street Radio Site** shall consist of:
- (a) All items specified as per E2.4 **with the exception** of the following:
    - (i) The City of Winnipeg trunked radio Site is 2232 Main Street.
    - (ii) The trunked radio Site at 2232 Main Street has an approximate total indoor footprint of 15 feet by 15 feet, and is classified as a trailer complete with ventilation and climate control to 20 degrees Celsius. The usable outdoor footprint at the Site is unlimited.
- E2.13 Item No. 10 - Documentation – **2232 Main Street Radio Site** shall consist of:
- (a) All items specified as per E2.5 with the exception of the following:
    - (i) The City of Winnipeg trunked radio Site is 2232 Main Street.
- E2.14 Item No. 11 - Training – **2232 Main Street Radio Site** shall consist of:
- (a) All items specified in E2.6 with the exception of the following:
    - (i) The City of Winnipeg trunked radio Site is 2232 Main Street.
- E2.15 Item No.12 - Installation – **2232 Main Street Radio Site** shall consist of:
- (a) All items specified in E2.7 with the exception of the following:
    - (i) The City of Winnipeg trunked radio Site is 2232 Main Street.

### **E3. COMPLETION**

- E3.1 The Contractor shall complete the work on the Sites within forty-five (45) Calendar Days from date of commencement in D9.1.
- E3.2 The 24 Volt DC Backup Power System(s) shall be installed at:
- (a) 1539 Waverly Street – City of Winnipeg Trunked Radio Site.
  - (b) 288 Portage Avenue – City of Winnipeg Trunked Radio Site.
  - (c) 2232 Main Street – City of Winnipeg Trunked Radio Site.