

459-2016 ADDENDUM 2

REQUEST FOR PROPOSAL FOR TRANSPARENT LAN SERVICES AT SEWAGE TREATMENT PLANTS

URGENT

**PLEASE FORWARD THIS DOCUMENT TO
WHOEVER IS IN POSSESSION OF THE
REQUEST FOR PROPOSAL**

ISSUED: August 23, 2016
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**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE REQUEST FOR PROPOSAL AND
SHALL FORM A PART OF THE CONTRACT
DOCUMENTS**

Template Version: Ar20160708

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Proposal may render your Proposal non-responsive.

PART B – BIDDING PROCEDURES

Revise: B11.2 to read: The Proponent shall submit their Termination Charges as indicated in Form B: Prices. Termination Charges shall not exceed a cost equivalent to 12 months of service. **In Form B: Prices, specify the Termination Charges that would be applied at the following times:**

(a) After 6 years for Alternative 1 – 10 Year Contract

(b) After 4 years for Alternative 2 – 7 Year Contract

(c) After 3 years for Alternative 3 – 5 Year Contract

Add: B11.2.1: If the Contract is terminated at or following the times listed in B11.2, the Termination Charges specified in Form B: Prices shall apply.

Add: B11.2.2: If the Contract is terminated prior to the times listed in B11.2, the Contractor may apply Termination Charges that do not exceed a cost equivalent to 12 months of service.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D2.4 to read: 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.

Add: D2.4.1 In such an event, if the Contract is terminated, Termination Charges may apply, as outlined in B11.2.1 and B11.2.2.

PART E – SPECIFICATIONS

Revise: E2.3(e) to read: shall be implemented as a private network to the City and not be accessible by any other external networks or customers;

Add: E2.3(i) shall implement a transparent layer 2 connection between the remote sites to both head end connections. The TLS service shall allow the City to implement Ethernet-based layer 2 or layer 3 switching over the TLS including 802.1ad “QinQ” trunks;

- Add: E2.3(j) Each head end TLS shall have as many QinQ trunks as required by the remote TLS connections aggregated through it. Each trunk shall connect to the City's network on a separate Ethernet interface.
- Revise: E3.7 to read: Item No. 1f for Alternative 1, 2 and 3 in Form B: Prices – Service Termination Charges shall be costs to terminate a service prior to the end of the Contract term **as outlined in B11.2**, and shall not exceed a cost equivalent to 12 months of service.
- Revise: E3.11 to read: Item No. 2d for Alternative 1, 2 and 3 in Form B: Prices – Service Termination Charges shall be costs to terminate a service prior to the end of the Contract term **as outlined in B11.2**, and shall not exceed a cost equivalent to 12 months of service for Item No. 2a or 2b.
- Revise: E3.15 to read: Item No. 3d for Alternative 1, 2 and 3 in Form B: Prices – Service Termination Charges shall be costs to terminate a service prior to the end of the Contract term **as outlined in B11.2**, and shall not exceed a cost equivalent to 12 months of service for Item No. 3a or 3b.
- Revise: E3.19 to read: Item No. 4d for Alternative 1, 2 and 3 in Form B: Prices – Service Termination Charges shall be costs to terminate a service prior to the end of the Contract term **as outlined in B11.2**, and shall not exceed a cost equivalent to 12 months of service for Item No. 4a or 4b.
- Revise: E4.3 to read: All normal planned service-impacting maintenance shall be performed between the hours of **5:00 PM and 11:00 PM** Central Time.

PART F – SECURITY CLEARANCE

Replace: **Part F** with the following:

F1 SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract at 510 Main Street, 100 Ed Spencer Drive, 2230 Main Street, 7740 Wilkes Avenue **and 700 Assiniboine Park Drive** shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following:
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/>; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- F1.2 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service. http://winnipeg.ca/police/pr/info_request.stm
- F1.3 The original Criminal Record Search Certificate (Form P–253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (d) Provide the original Criminal Record Search Certificate (Form P–253) to the Contract Administrator.
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.

- F1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

