



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 459-2016

**REQUEST FOR PROPOSAL FOR TRANSPARENT LAN SERVICES AT SEWAGE
TREATMENT PLANTS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR TRANSPARENT LAN SERVICES AT SEWAGE TREATMENT PLANTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 14, 2016.

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. PROPONENTS' CONFERENCE

B3.1 The Contract Administrator will hold a Proponents' conference at 185 King St., Materials Management Boardroom, at 10:00 AM on August 9, 2016.

B3.2 The Proponent is advised that, at the Proponents' conference, clarification questions may be asked of the Contract Administrator. Questions will be discussed and answers will be formally provided as a written addendum pursuant to the conference.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B3.4 Those wishing to participate via conference call should register for the Proponent's conference 24 hours or more in advance with the Contract Administrator and a telephone bridge number will be forwarded to them at that time.

B4. SITE INVESTIGATION

B4.1 Further to C3.1, the Proponent shall attend one Site meeting at each sewage treatment plant scheduled in B4.5. Attendance is mandatory, and the Bid of any Proponent not having attended will be rejected on the basis that it is non-responsive.

(a) Proponents are requested to register for the Site meetings by contacting the Contract Administrator identified in D4.

(b) Registration requests shall identify the Proponent, their contact information, names of intended attendees and date of attendance.

(c) Proponents are to meet at the visitor reception area at each Site.

(d) Proponents are required to provide their own Personal Protective Equipment (PPE); at a minimum hard hat, safety footwear, and safety glasses.

B4.2 The Proponent is advised that the purpose of the mandatory Site meetings is to see the location of onsite connections, discuss route options, discuss planned construction activities, take measurements, etc.

B4.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site meetings unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B4.4 The Proponent 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/her Proposal or the performance of the Work.

B4.5 Site meetings will be according to the following schedule:

- (a) Each Site meeting is scheduled for approximately 2 hours:
 - (i) August 11, 2016 at 100 Ed Spencer Drive (SEWPCC), starting at 9:30AM
 - (ii) August 11, 2016 at 7740 Wilkes Avenue (WEWPCC), starting at 1:30PM
 - (iii) August 12, 2016 at 2230 Main Street (NEWPCC), starting at 9:30AM
 - (iv) August 16, 2016 at 100 Ed Spencer Drive (SEWPCC), starting at 9:30AM
 - (v) August 16, 2016 at 7740 Wilkes Avenue (WEWPCC), starting at 1:30PM
 - (vi) August 17, 2016 at 2230 Main Street (NEWPCC), starting at 9:30AM
- (b) Proponents shall contact the Contract Administrator with the following information by noon on August 9, 2016:
 - (i) Dates they wish to attend
 - (ii) Names and mobile phone number of attendees

B5. ENQUIRIES

- B5.1** All enquiries shall be directed to the Contract Administrator identified in D4.
- B5.2** If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B5.3** If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B5.4** 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 Proponents by issuing an addendum.
- B5.5** 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 Proponent who made the enquiry.
- B5.6** All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B5.7** The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

- B6.1 Information provided to a Proponent by the City or acquired by a Proponent 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. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B6.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

- B7.1 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.
- B7.2 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.
- B7.2.1 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>
- B7.2.2 The Proponent is responsible for ensuring that he/she 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.
- B7.3 The Proponent 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.

B8. SUBSTITUTES

- B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B8.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least eight (8) Business Days prior to the Submission Deadline.
- B8.4 The Proponent 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 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.

B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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.

B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

B8.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her 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 B24.

B8.9 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.

B9. PROPOSAL SUBMISSION

B9.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal; and
- (b) Form B: Prices.

B9.2 The Proposal should also consist of the following components:

- (a) Company Profile and Experience;
- (b) Technical Specifications;
- (c) Proposed Fibre Routes;
- (d) Service Levels;
- (e) Project Schedule.

B9.3 Further to B9.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B9.4 Further to B9.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B9.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and five (5) copies (copies can be in any size format) and one (1) searchable .pdf copy for sections identified in B9.1 and B9.2.

B9.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their

creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

- B9.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.
- B9.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B9.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B9.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B10. PROPOSAL

- B10.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B10.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent 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 Proponent is carrying on business under a name other than his/her 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.
- B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B10.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B11. PRICES

B11.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B11.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B11.2 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.

B11.3 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.

B11.4 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.

B11.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B12. COMPANY PROFILE AND EXPERIENCE

B12.1 Proponents should provide a profile of their company that describes the following:

- (a) Details demonstrating the history and experience of the Proponent and Subcontractor in providing services on three (3) projects of similar complexity, scope and value;
- (b) Location of the office(s) and Network Operations Centre (NOC) that will be responsible for support to the City of Winnipeg;
- (c) Length of time in business serving Winnipeg.

B12.2 For each project listed in B12.1, the Proponent should submit:

- (a) Description of the project;
- (b) Role of the Proponent;
- (c) Project's original cost and final cost and any variance between the two;
- (d) Anticipated schedule and actual project delivery schedule and any variance between the two;
- (e) Project owner;
- (f) Reference information (two current names with telephone numbers per project).

B12.3 Proponents should provide an overview and qualifications of the team that will be directly involved in support of the services specified in this Request for Proposal.

B13. TECHNICAL SPECIFICATIONS

B13.1 Proponents should provide an overview of their proposed solution which includes:

- (a) Overview of the Proponent's network infrastructure for the provision of the TLS services and how the specifications specified in E2, E3 and E4 will be met for:
 - (i) Availability, including details on redundancies and power protection
 - (ii) Network security to ensure complete privacy from all other networks, including the Proponent's

- (iii) Suitability for handling realtime traffic (voice and video)

B14. PROPOSED FIBRE ROUTES

B14.1 Proponents should submit a proposed fibre route for each sewage treatment plant from the property line to the onsite demark room.

B14.2 Preferred fibre routes are shown on the confidential Drawings in **Appendix 1**.

B14.2.1 **Appendix 1** Drawings can be accessed by contacting the Contract Administrator.

B15. SERVICE LEVELS

B15.1 Proponent should describe their NOC and the processes for the City to communicate with the NOC, including what the escalation procedures are if required.

B15.2 Proponents should describe how incidents that are reported to the NOC are tracked and how and when status updates shall be provided to the City until they are resolved.

B15.3 Proponents should describe how changes will be communicated to the City and what processes there shall be for resolving scheduling conflicts that may arise.

B15.4 Proponents should describe how their infrastructure and process shall minimize any planned downtime of services as specified in Section E4.

B15.5 Proponents should describe how their infrastructure and process shall minimize any unplanned downtime of services as specified in Section E4.

B16. PROJECT SCHEDULE

B16.1 Proponents should provide information regarding lead time to implement, including estimated and maximum duration in working days. Specify if any involvement from City of Winnipeg is required for implementation.

B16.2 Proponents are advised that the first priority for installation is SEWPCC. Proponents are advised of the following implementation targets:

- (a) SEWPCC: Implementation target of six (6) months from date of award.
- (b) NEWPCC: Implementation target of six (6) months from date of award
- (c) WWPCC: Implementation target of six (6) months from date of award.

B16.2.1 Installations must be done in the order presented above, or in parallel.

B16.3 Proponents should present a carefully considered Critical Path Method schedule for the installation using Microsoft Project or similar project management software, complete with resource assignments, durations (weekly timescale) and milestone dates or events. The schedule should address all installation requirements identified in D2 Scope of Services.

B16.4 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations. Reasonable times should be allowed for completion of these processes.

B17. DISCLOSURE

B17.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B17.2 The Persons are:

- (a) Manitoba Telecom Services Inc.
- (b) Shaw Communications Inc.

B18. QUALIFICATION

B18.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.

B18.2 The Proponent 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>

B18.3 The Proponent 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);
- (d) upon request of the Contract Administrator, obtain Security Clearances in accordance with PART F - .

B18.4 Further to B18.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B18.5 The Proponent 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 Proponent and of any proposed Subcontractor.

B18.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B19.1 Proposals will not be opened publicly.

B19.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/>

B19.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal 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.

B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B20. IRREVOCABLE OFFER

B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents 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 10 of Form A: Proposal.

B21. WITHDRAWAL OF OFFERS

B21.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B21.1.1 Notwithstanding C22.5, 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.

B21.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B21.1.3 If a Proponent 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 Proponent'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 B21.1.3(b), declare the Proposal withdrawn.

B21.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B20.2 shall be liable for such damages as are imposed upon the Proponent 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.

B22. INTERVIEWS

B22.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B23. NEGOTIATIONS

B23.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B23.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B23.3 If, in the course of negotiations pursuant to B23.2 or otherwise, the Proponent 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 Proponent from the Proposal as originally submitted.

B24. EVALUATION OF PROPOSALS

B24.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) Compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail);
- (b) Qualifications of the Proponent and Subcontractors, if any, pursuant to B18: (pass/fail);
- (c) Total Bid Price for selected Alternative 45%
- (d) Company Profile and Experience 15%;
- (e) Technical Specifications 20%;
- (f) Proposed Fibre Routes 5%
- (g) Service Levels 10%;
- (h) Project Schedule 5%;
- (i) economic analysis of any approved alternative pursuant to B8;

B24.2 Further to B24.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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.

B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.

B24.4 Further to B24.1(c), the City shall have the right to select the Alternative which is in its best interests. The Total Bid Price for the selected Alternative shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices, for the selected Alternative.

B24.5 Further to B24.1(d), Company Profile and Experience shall be evaluated considering the information requested and submitted in response to B12.

B24.6 Further to B24.1(e), Technical Specifications shall be evaluated considering the information requested and submitted in response to B13.

- B24.7 Further to B24.1(f) Proposed Fibre Route shall be evaluated considering the information requested and submitted in response to B14.
- B24.8 Further to B24.1(g), Service Levels shall be evaluated considering the information requested and submitted in response to B15
- B24.9 Further to B24.1(h), Project Schedule shall be evaluated considering the information requested and submitted in response to B16.
- B24.10 Notwithstanding B24.1(d) to B24.1(h), where Proponents fail to provide a response to B9.2(a) to B9.2(e), the score of zero may be assigned to the incomplete part of the response.
- B24.11 This Contract may be awarded on the basis of:
- (a) Alternative 1 – 10 Year Contract; or
 - (b) Alternative 2 – 7 Year Contract; or
 - (c) Alternative 3 – 5 Year Contract.
- as identified on Form B: Prices. Each Alternative will be evaluated in accordance with the specified evaluation criteria.
- B24.12 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B24.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.

B25. AWARD OF CONTRACT

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B25.2.1 Without limiting the generality of B25.2, 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.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B25.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B25.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B25.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.2 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.2.1 The *General Conditions for Supply of Services* 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
- C0.2.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Supply of Services*

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist of providing TLS Services from the award of Contract for the City of Winnipeg's three sewage treatment plants for the period of ten (10) years, or seven (7) years, or five (5) years, with the option of two (2) mutually agreed upon three (3) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within one hundred and eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on the anniversary of the start date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The major components of the Work are as follows:

- (a) Head End Connections at 510 Main Street and 700 Assiniboine Park Drive
- (b) Remote TLS connection to 100 Ed Spencer Drive (SEWPCC)
- (c) Remote TLS connection to 2230 Main Street (NEWPCC)
- (d) Remote TLS connection to 7740 Wilkes Avenue (WEWPCC)

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. Proponents are advised that monies have been approved for work up to and including December 31, 2016.

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) "**CPE**" means Customer Premise Equipment
- (b) "**Gbps**" means Gigabits per Second
- (c) "**LAN**" means Local Area Network
- (d) "**Mbps**" means Megabits per Second
- (e) "**NEWPCC**" means North End Sewage Treatment Plant located at 2230 Main St.
- (f) "**NOC**" means Network Operations Centre
- (g) "**Proponent**" means any Person or Persons submitting a Proposal for Services
- (h) "**Proposal**" means the offer contained in the Proposal Submission
- (i) "**Proposal Submission**" means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal

- (j) “**Request for Proposal**” means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda
- (k) “**SEWPCC**” means South End Sewage Treatment Plant located at 100 Ed Spencer Dr.
- (l) “**TLS**” means Transparent LAN Service
- (m) “**WAN**” means Wide Area Network
- (n) “**WEWPCC**” means West End Sewage Treatment Plant located at 7740 Wilkes Ave.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Garry Lieberman
Information Systems Supervisor
Telephone No. (204) 986-5304
E-mail: glieberman@winnipeg.ca

D4.2 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.

D4.3 Proposal Submissions must be submitted to the address in **B9**.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. ENVIRONMENTAL PRESERVATION AND COMPLIANCE STATEMENT

D6.1 The Contractor and their Subcontractors, Subconsultants or partners shall be aware of their obligation as stated in the Wastewater Services Environmental Preservation and Compliance Statement in **Appendix 2**.

D7. NOTICES

D7.1 Notwithstanding C22.3, 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

D7.2 Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B9.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. SAFE WORK PLAN

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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.

D10.4 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.

D10.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba

D10.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. SUBCONTRACTOR LIST

- D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

CONTROL OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the Subcontractor list specified in D11.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D12.3 The City intends to award this Contract by January 31, 2017

D13. DURATION OF CONTRACT

- D13.1 Contract duration is 10 years or 7 years or 5 years from the date of award, depending on the Alternative selected by the City.
- D13.2 The monthly service charges will start for each site once the line is active and acceptable to the City.
- D13.3 The contract can be extended as specified in D2.1.

D14. COOPERATION WITH CONTRACTORS

- D14.1 Further to C6, other Contracts have been and may be awarded by the City that may require interaction with other Contractors during the course of carrying out this Contract. In particular, other Contracts may include:
- (a) SEWPCC Upgrading/Expansion Project
 - (b) NEWPCC Upgrade Project
 - (c) WEWPCC Control System Upgrade
- D14.2 The Contractor shall cooperate and make suitable working arrangements with other Contractors to ensure satisfactory execution of the Work.
- D14.3 All arrangements shall have the approval of the Contract Administrator in writing and should disagreement occur or should Contractors be unable to reach a satisfactory working arrangement for carrying out the Work, the Contract Administrator shall determine the manner for carrying out the Work or the arrangements necessary for proper protection or execution of the Work. The Contractor shall not be entitled to any additional payment for work required or delays caused by interaction between contractors or on instructions from the Contract Administrator. The Contractor, however, shall assume full responsibility for work so arranged or so directed by the Contract Administrator.

D15. SAFETY

- D15.1 The Contractor shall be solely responsible for securing the Site, and for the proper care and protection of the Work already performed.
- D15.2 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

D16. ORDERS

- D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D17. RECORDS

- D17.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D17.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) installation date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D17.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D18. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D18.1 Further to B18.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B18.4.

MEASUREMENT AND PAYMENT

D19. INVOICES

- D19.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed 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

- D19.2 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 work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D19.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B9.**
- D20. PAYMENT**
- D20.1 Further to C11, the End to End Installation Charges for each site shall be paid as a lump sum once the line is active and acceptable to the City. Payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D20.2 Further to C11, the monthly service charges shall be paid in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D20.3 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D21. WARRANTY

- D21.1 Notwithstanding C12, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. DRAWINGS

E1.1 The following drawings are provided for reference in **Appendix 1. Appendix 1 Drawings can be accessed by contacting the Contract Administrator.**

<u>Item No.</u>	<u>City Drawing No.</u>	<u>Drawing Title</u>
1	1-0102-CGAD-A002	SEWPCC Upgrade/Expansion Project – Civil – Site Plan North
2	1-0102-EGAD-A001	SEWPCC Upgrade/Expansion Project – Electrical – General Arrangement – Duct Bank Layout
3	1-0102-CUTY-Y005	SEWPCC Upgrade/Expansion Project – Civil – Existing Building Service Utilities
4	1-0102-CUTY-Y006	SEWPCC Upgrade/Expansion Project – Civil – Watermain North
5	1-0102-ELYT-A001	SEWPCC Upgrade/Expansion Project – Layout and Details – Temporary Site Parking
6	4-0102-ELYT-A001	SEWPCC Upgrade/Expansion Project – Site Power and Systems - Demolition
7	1-0102-BGAD-M001	SEWPCC Upgrade/Expansion Project – Architectural – Administration Building – Overall Basement and Ground Floor Plans
8	1-0101A-G0001-001	NEWPCC Composite Site Plan
9	1-0101A-G0002-006	NEWPCC Area Site Plan – Sheet 6 of 20
10	1-0101A-G0002-007	NEWPCC Area Site Plan – Sheet 7 of 20
11	1-0101A-G0002-013	NEWPCC Area Site Plan – Sheet 13 of 20
12	1-0101A-G0002-014	NEWPCC Area Site Plan – Sheet 14 of 20
13	NEP-2289	NEWPCC – Laboratory Renovations – Building – Renovated Floor Plan
14	WEP-040	WEWPCC Area L – General and Siteworks – New Yard Piping and Fence Replacement
15	1-0103A-G0003	WEWPCC Biological Nutrient Removal Upgrade – Contract 3 – Instrumentation – Area L – General and Siteworks – Site Plan
16	1-0103V-M0008-001	WEWPCC Area U – Administration Building – General Arrangement

E2. APPLICABLE SPECIFICATIONS

E2.1 These Specifications shall apply to the Work.

E2.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8.

E2.3 The TLS services:

- (a) shall be implemented, managed and maintained end-to-end by the Contractor as TLS connections from the demark rooms at the Head End Connections to the demark rooms at the remote TLS sites.

The Head End sites are:

- (i) 510 Main Street
- (ii) 700 Assiniboine Park Drive

The remote TLS sites are

- (iii) 100 Ed Spencer Drive (SEWPCC)
- (iv) 2230 Main Street (NEWPCC)
- (v) 7740 Wilkes Avenue (WEWPCC)

- (b) shall start at 100 Mbps TLS initially and allow for scalability to higher speeds in the future as required; 1 Gbps to multiple 1 Gbps. See **Appendix 3** for the estimated bandwidth requirements at each site.
- (c) shall provide dedicated and unrestricted bandwidth usage
- (d) shall accept and honour the City's Quality of Service tags transparently
- (e) shall be implemented as a private network to the City with no physical switching/routing by the Contractor, and not be accessible by any other external networks, customers or the Contractor.
- (f) shall terminate at each endpoint in a copper Ethernet port
- (g) shall have maximum average return-trip latency of less than 5 milliseconds as measured by a network ping test from one end of the connection to the other
- (h) shall have an average of 0% packet loss as measured by a network ping test from one end of the connection to the other

E2.4 The City shall provide:

- (a) Per CPE, UPS power, 2 AC outlets and rack space within each demark room
- (b) Site and building drawings. The Contractor shall be responsible for performing locates on underground structures and be responsible for any damages to underground structures caused during installation.
- (c) Asbestos reports per building. The Contractor shall be responsible for any asbestos remediation required during installation. The Asbestos Reports are provided in **Appendix 4**.

E2.5 The Contractor shall provide construction drawings and site plans for approval before commencement of work. Drawings submitted for review shall be in both electronic and print copies. Drawings shall have a legend, material list and construction specifications.

E2.6 All installed cable shall be inside conduit and be installed straight along building lines either vertical or horizontal (conduit run with 90 degrees directional changes, without angles). Provide any identification (such as markings, phone number) on pull boxes and conduit

E2.7 All installed Contractor CPE must have identifications (such as markings, phone number)

E2.8 All cored/drilled exterior and interior wall holes must be properly sealed. The Contractor shall provide drawing illustrations indicating hole size and the type of sealant used.

E2.9 The Contractor shall provide As-Built record drawings produced in AutoCAD format (latest version) based on mark-ups. Drawing submission shall be in both electronic and print copies. Drawings shall have a legend, materials and construction specifications, scope of work and description.

E3. SERVICES

E3.1 The Contractor shall provide TLS Services in accordance with the requirements hereinafter specified.

E3.2 Item No. 1a for Alternative 1, 2 and 3 in Form B: Prices – 1 Gbps Head End Network Connectivity at 510 Main Street for remote sites shall be a 1 Gbps TLS connection that provides connectivity to all of the Contractor's remote site connections from the City's data centre at 510 Main Street. There shall be as many VLANs, interfaces or QinQ trunks as required for the remote sites connecting to this connection (priced per Gbps interface required per month). The demark room shall be the 7th Floor data centre room at 510 Main Street.

E3.3 Item No. 1b for Alternative 1, 2 and 3 in Form B: Prices – 1 Gbps Head End Network Connectivity at 700 Assiniboine Park Drive for remote sites shall be a 1 Gbps TLS connection that provides connectivity to all of the Contractor's remote site connections from the City's data

centre at 700 Assiniboine Park Drive. There shall be as many VLANs, interfaces or QinQ trunks as required for the remote sites connecting to this connection (priced per Gbps interface required per month). The demark room shall be Room 132 at 700 Assiniboine Park Drive.

- E3.4 Item No. 1c for Alternative 1, 2 and 3 in Form B: Prices – Additional 1 Gbps Head End Network Connectivity at 510 Main Street for remote sites shall be an additional 1 Gbps TLS connection that provides connectivity to all of the Contractor's remote site connections from the City's data centre at 510 Main Street. There shall be as many VLANs, interfaces or QinQ trunks as required for the remote sites connecting to this connection (priced per Gbps interface required per month). The demark room shall be in the 7th Floor data centre room at 510 Main Street.
- E3.5 Item No. 1d for Alternative 1, 2 and 3 in Form B: Prices – Additional 1 Gbps Head End Network Connectivity at 700 Assiniboine Park Drive for remote sites shall be an additional 1 Gbps TLS connection that provides connectivity to all of the Contractor's remote site connections from the City's data centre at 700 Assiniboine Park Drive. There shall be as many VLANs, interfaces or QinQ trunks as required for the remote sites connecting to this connection (priced per Gbps interface required per month). The demark room shall be in Room 132 at 700 Assiniboine Park Drive.
- E3.6 Item No. 1e for Alternative 1, 2 and 3 in Form B: Prices – End-to End Installation Charges shall be one time cost for implementation. Costs shall include but not be limited to:
- (a) All private property costs (e.g. trenching, landscaping, remediation)
 - (b) All in-building costs (e.g. asbestos abatement, cable runs and trays to specified demark rooms, building entrance and reinstatement costs)
- E3.7 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, and shall not exceed a cost equivalent to 12 months of service as described in E2.3.
- E3.8 Item No. 2a for Alternative 1, 2 and 3 in Form B: Prices – 100 Mbps TLS at 100 Ed Spencer Drive (SEWPCC) shall be a 100 Mbps TLS connection at 100 Ed Spencer Drive with the specifications as described in E2.3 for use by the City of Winnipeg. The demark room shall be the current Control Room in the Administration Building.
- E3.9 Item No. 2b for Alternative 1, 2 and 3 in Form B: Prices – Future 1 Gbps TLS at 100 Ed Spencer Drive (SEWPCC) shall be a 1 Gbps TLS connection at 100 Ed Spencer Drive with the specifications as described in E2.3 for use by the City of Winnipeg.
- E3.10 Item No. 2c for Alternative 1, 2 and 3 in Form B: Prices – End-to End Installation Charges shall be one time cost for implementation. Costs shall include but not be limited to:
- (a) All private property costs (e.g. trenching, landscaping, remediation)
 - (b) All in-building costs (e.g. asbestos abatement, cable runs and trays to specified demark rooms, building entrance and reinstatement costs)
- E3.11 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, and shall not exceed a cost equivalent to 12 months of service for Item No. 2a or 2b.
- E3.12 Item No. 3a for Alternative 1, 2 and 3 in Form B: Prices – 100 Mbps TLS at 2230 Main Street (NEWPCC) shall be a 100 Mbps TLS connection at 2230 Main Street with the specifications as described in E2.3 for use by the City of Winnipeg. The demark room shall be the Wiring/Networking Room in the Administration Building.
- E3.13 Item No. 3b for Alternative 1, 2 and 3 in Form B: Prices – Future 1 Gbps TLS at 2230 Main Street (NEWPCC) shall be a 1 Gbps TLS connection at 2230 Main Street with the specifications as described in E2.3 for use by the City of Winnipeg.
- E3.14 Item No. 3c for Alternative 1, 2 and 3 in Form B: Prices – End-to End Installation Charges shall be one time cost for implementation. Costs shall include but not be limited to:

- (a) All private property costs (e.g. trenching, landscaping, remediation)
 - (b) All in-building costs (e.g. asbestos abatement, cable runs and trays to specified demark rooms, building entrance and reinstatement costs)
- E3.15 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, and shall not exceed a cost equivalent to 12 months of service for Item No. 3a or 3b.
- E3.16 Item No. 4a for Alternative 1, 2 and 3 in Form B: Prices – 100 Mbps TLS at 7740 Wilkes Avenue (WEWPCC) shall be a 100 Mbps TLS connection at 7740 Wilkes Avenue with the specifications as described in E2.3 for use by the City of Winnipeg. The demark room shall be the Control Room in the Administration Building.
- E3.17 Item No. 4b for Alternative 1, 2 and 3 in Form B: Prices – Future 1 Gbps TLS at 7740 Wilkes Avenue (WEWPCC) shall be a 1 Gbps TLS connection at 7740 Wilkes Avenue with the specifications as described in E2.3 for use by the City of Winnipeg.
- E3.18 Item No. 4c for Alternative 1, 2 and 3 in Form B: Prices – End-to End Installation Charges shall be one time cost for implementation. Costs shall include but not be limited to:
- (a) All private property costs (e.g. trenching, landscaping, remediation)
 - (b) All in-building costs (e.g. asbestos abatement, cable runs and trays to specified demark rooms, building entrance and reinstatement costs)
- E3.19 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, and shall not exceed a cost equivalent to 12 months of service for Item No. 4a or 4b.

E4. SERVICE LEVELS

- E4.1 The Services shall be available 365 per year, 7 days per week and 24 hours per day. Normal service-impacting maintenance shall be scheduled with a minimum of two weeks advance notice to the Contract Administrator for approval.
- E4.2 The Contractor shall provide a central Network Operations Centre (NOC) telephone number for the City's network support staff to report incidents of service outages or degradations 365 days per year, 7 days per week and 24 hours per day. 90% of calls to the NOC shall be answered within 5 minutes. The Contractor shall provide the Contract Administrator with escalation contacts for assistance with high priority service calls that exceed that service level.
- E4.3 All normal planned service-impacting maintenance shall be performed between the hours of 8:00 AM to 3:30 PM Central Time.
- E4.4 For each connection, there shall be no more than two (2) occurrences of planned service-impacting maintenance performed per month.
- E4.5 The total duration of unplanned downtime per connection over a 12-month period shall be less than 120 minutes as measured by the City's network monitoring.
- E4.6 The maximum occurrences of unplanned downtime per connection shall be no more than two (2) per twelve (12) month period.
- E4.7 Recorded deviations from the technical specifications as described in E2 and E3 will be treated exactly as an outage from the perspective of monitoring, alerting and resolution. Sustained deviations will be counted towards unplanned downtime count.
- E4.8 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:

- (a) The length of a single change window of scheduled maintenance or scheduled upgrading will not exceed six (6) hours. Any such instance that exceeds this limit the excess downtime will be counted in the calculation of total annual downtime for the connection.
- (b) Any instance of scheduled maintenance or scheduled upgrading that occurs without prior written approval from the City will be counted in the calculation of total annual downtime for the site.
- (c) Any downtime that directly 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 include: 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.
- (d) The City will report connection downtime reported by its networking monitoring tools to the Contractor's Network Operation Centre within 30 minutes. If there is a delay in reporting the downtime, the time between 30 minutes and the time that the Contractor's Network Operation Centre is contacted will not be counted in the calculation of total annual downtime.
- (e) Contractor will provide minimum five (5) business days lead time for any planned or scheduled downtime

E4.9 The Contractor shall provide the City with a credit equal to ten percent (10%) of the total annual charges for each connection for every tenth of a percent (0.1%) of downtime that exceeds the agreed upon acceptable annual downtime for the connection. The annual downtime credit or refund for a connection cannot exceed 100% of the total annual charges for the connection.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract at 510 Main Street, 100 Edpencer Drive, 2230 Main Street and 7740 Wilkes Avenue 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:
- (a) 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.
- F1.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities (700 Assiniboine Park Drive).
- F1.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth, and telephone numbers and occupations of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law boyfriends, girlfriends and their

