



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 488-2011**

**PROVISION OF TRANSPARENT LAN SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF TRANSPARENT LAN SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 10, 2011.

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 C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

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

B3.3 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 B4 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B5. CONFIDENTIALITY**

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

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

## **B6. ADDENDA**

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least 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 Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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 B20.1.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- 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 B21.1(a).

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Company Profile and Experience;
  - (d) Technical Specifications
  - (e) Service Levels.
- B8.2 The Proposal may include the following components:
- (a) Value Added Services.
- B8.3 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.4 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.
- B8.4.1 Bidders should submit one(1) unbound original (marked “original”) and two (2) copies.
- 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 Proposal document, including the General Conditions, will be evaluated in accordance with B21.1(a).
- B8.7 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B8.7.1 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.

B8.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.9 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.
- B10.1.1 Notwithstanding C11.1.1, 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.
- B10.2 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.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **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 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
  - (b) 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>

- B11.5 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.
- B11.6 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. COMPANY PROFILE AND EXPERIENCE**

- B12.1 Bidders shall provide a profile of their company that describes the following:
- (a) Experience in provision of services similar in scope as this bid opportunity;
  - (b) Location of the office(s) and Network Operations Centre that will be responsible for support to the City of Winnipeg;
  - (c) Length of time in business serving Winnipeg;
  - (d) Customer references.

## **B13. TECHNICAL SPECIFICATIONS**

- B13.1 For proposals for Section A, Bidders shall provide an overview of their proposed solution which includes:
- (a) Overview of their peering points in Winnipeg
  - (b) Description of how the dual redundant Internet connectivity is to be implemented as specified in E1.3 including details how the failover functionality will be implemented.
  - (c) Availability including details on diversity of infrastructure and power protection
  - (d) Lead time to implement including estimated duration between milestones and the amount of involvement from City of Winnipeg to assist with implementation
- B13.2 For proposals for Sections B to X inclusive, Bidders shall provide an overview of their proposed solution which includes:
- (a) Overview of the Bidder's network infrastructure for the provision of the remote connection that describes how the specifications specified in E1 and E2 will be met for:
    - (i) Availability including details on redundancies and power protection
    - (ii) Network security
    - (iii) Network performance and scalability of bandwidth,
    - (iv) Implementation of VLANs including how the head end connections will connect to the City's network
    - (v) Implementation of QoS services
  - (b) Lead time to implement including estimated duration between milestones and involvement from City of Winnipeg.

## **B14. SERVICE LEVELS**

- B14.1 Bidders shall provide an overview and qualifications of the team that will be directly involved in support of the services specified in this Request for Proposal.
- B14.2 Bidder shall describe their Network Operations Centre (NOC) and the processes for the City to communicate with the NOC, including what the escalation procedures are if required.
- B14.3 Bidders shall 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.

- B14.4 Bidders shall describe how changes will be communicated to the City and what processes there shall be for resolving scheduling conflicts that may arise.
- B14.5 Bidders shall describe how their infrastructure and process shall minimize any planned downtime of services as specified in Section E3.
- B14.6 Bidders shall describe how their infrastructure and process shall minimize any unplanned downtime of services as specified in Section E3.

**B15. VALUE-ADDED SERVICES**

- B15.1 The Bidder shall optionally specify what value-added services or features are available with their bid beyond what has been specified in Part E. The Bidder shall specify which section or sections are the value add services applicable to and if there are any limits or conditions for their availability.

**B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B16.1 Proposals will not be opened publicly.
- B16.2 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>
- B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal 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.
- B16.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

**B17. IRREVOCABLE OFFER**

- B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

**B18. WITHDRAWAL OF OFFERS**

- B18.1 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.
- B18.1.1 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.
- B18.1.2 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.
- B18.1.3 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 B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B17.2 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.

## **B19. INTERVIEWS**

B19.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B20. NEGOTIATIONS**

B20.1 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.

B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2 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.

## **B21. EVALUATION OF PROPOSALS**

B21.1 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: (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11: (pass/fail);
- (c) Total Bid Price 39%;
- (d) Company Profile and Experience 8%;
- (e) Technical Specifications 24%;
- (f) Service Levels 24%;
- (g) Value Added Service 5%;
- (h) economic analysis of any approved alternative pursuant to B7;
- (i) costs to the City of administering multiple contracts.

B21.2 Further to B21.1(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.

- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B21.4 Further to B21.1(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.
- B21.5 Further to B21.1(d), Company Profile and Experience shall be evaluated considering the information submitted in response to B8.1 and B12.
- B21.6 Further to B21.1(e), Technical Specifications shall be evaluated considering the information submitted in response to B8.1 and B13.
- B21.7 Further to B21.1(f), Service Levels shall be evaluated considering the information submitted in response to B8.1 and B14.
- B21.8 Further to B21.1(g), Value Added Services shall be evaluated considering the information submitted in response to B8.2 and B15.
- B21.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B21.5.1 Notwithstanding B10.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B21.5.2 Notwithstanding B22.3, the City shall not be obligated to award any section to the responsible Bidder submitting the most advantageous offer for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial offer is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.
- B21.5.3 Sections C will be awarded based on the bandwidth requirements from the awards of sections D to X inclusive. There may be multiple awards of Section C depending on the related awards of sections D to X inclusive.
- B21.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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.
- B22.2.1 Without limiting the generality of B22.2, 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.

- B22.3 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.
- B22.3.1 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.
- B22.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B22.5 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

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.1.2 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 WORK

D2.1 The Work to be done under the Contract shall consist of provision of transparent LAN services

D2.2 The Work to be done under the Contract shall consist the provision of transparent LAN services for the period from the award of the contract until June 30, 2017, with the option of one (1) mutually agreed upon one(1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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 anniversary of start date the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.3 The major components of the Work are as follows:

- (a) Corporate Internet connectivity for the City of Winnipeg;
- (b) Fibre optic based 10/100/1000 Mbps Transparent LAN services to remote City of Winnipeg locations used by various City departments;
- (c) T1 services for Water and Waste SCADA system.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.4.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.5 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, 2011.

D2.6 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) " **TLS** " means Transparent LAN Service;
- (b) " **NOC** " means Network Operations Centre;
- (c) " **Mbps** " means Megabits per Second;
- (d) " **Gbps** " means Gigabits per Second;
- (e) " **VoIP** " means Voice over IP

- (f) “**QoS**” means Quality of Service
- (g) “**VLAN**” means Virtual Local Area Network

D3.2 Notwithstanding C1.1, when used in this Request for Proposal:

**D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Stanley Yuen  
Network Infrastructure & Services Coordinator  
6<sup>th</sup> Floor – 510 Main St.  
Winnipeg, Manitoba  
Winnipeg, Manitoba  
  
Telephone No. (204) 986-6843;  
Facsimile No. (204) 986-5966;  
E-mail: syuen@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.

**D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D5.1 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.

D5.2 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.

D5.3 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.

**D6. NOTICES**

D6.1 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

**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. SAFE WORK PLAN**

- D8.1 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 but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 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>

## **D9. INSURANCE**

- D9.1 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;
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 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.
- D9.4 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.
- D9.5 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.

## **D10. SECURITY CLEARANCE**

- D10.1 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 (Such as Sections D, E, F).
- D10.2 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.
- D10.3 Each individual or Contractor 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 of all immediate family members including stepbrothers, stepsisters, half-brothers and half-sisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:

John James SMITH  
123 Anywhere Street  
Winnipeg, Manitoba

Dob: 45 Aug 24 (father)  
555-5555

- (b) A list of names, addresses, dates of birth and telephone numbers of four closest friends. Include information indicating when, where and how they met. The list should be typed in the following format:

Joseph James SMITH                      Dob: 46 Aug 4 (best friend)  
789 Anywhere Street                      555-5555  
Winnipeg, Manitoba  
When they met:  
Where they met:  
How they met:

- (c) The name, title or position, and telephone number of the immediate supervisor.
- (d) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
- (e) Identification - driver's license (with photo), birth certificate or social insurance number (SIN).
- (a) Photocopies of the identification must be legible, signed as true copies and witnessed by the contact person stated on Paragraph 3 of Form A: Bid.
- (f) A completed Form P-608: Security Clearance Check authorization form.
- (a) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Bid.

D10.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:

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

D10.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.

D10.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for two (2) years from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.

- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.

D10.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.

D10.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:

Winnipeg Police Service  
Division 30  
Service Security  
Attn: Service Security Officer  
151 Princess Street  
Winnipeg, Manitoba  
R3B 1L1

## **CONTROL OF WORK**

### **D11. COMMENCEMENT**

- D11.1 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.
- D11.2 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 D7;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) the Safe Work Plan specified in D8;
    - (iv) evidence of the insurance specified in D9; and
    - (v) the security clearances specified in D10.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D11.2.1 Further to D11.2(a)(v), subject to all other requirements being met, the Contractor may commence Work on connections that are not Winnipeg Police Service sites prior to submitting the security clearances.
- D11.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

### **D12. TOTAL PERFORMANCE**

- D12.1 The Contractor shall achieve Total Performance within ninety (90) consecutive Working Days of the commencement of the Work as specified in D10.1.
- D12.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D12.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## **CONTROL OF WORK**

### **D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D13.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

### **D14. SAFETY**

- D14.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D14.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D14.3 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;

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

D15.1 Further to C11, the Contractor shall submit a monthly 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)

D15.2 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.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15.4 Bids Submissions must be submitted to the address in B8.9.

### **D16. PAYMENT**

D16.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D17. WARRANTY**

D17.1 Warranty is as stated in C12.



# WINNIPEG POLICE SERVICE SECURITY CLEARANCE CHECK SERVICES – DIVISION 30

<b>NAME, TELEPHONE NUMBER AND BUSINESS ADDRESS OF EMPLOYER:</b>	<b>NAME, TELEPHONE NUMBER OF CITY CONTACT PERSON IN CHARGE OF THE PROJECT REQUIRING THE SECURITY CLEARANCE CHECKS.</b>
-----------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------

**NATURE & LOCATION OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:**  
 PROVISION OF TRANSPARENT LAN SERVICES  
 CONTRACT ADMINISTRATOR: STANLEY YUEN – SYUEN@WINNIPEG.CA

**WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION**

**EMPLOYEE INFORMATION**

LAST NAME: \_\_\_\_\_ GIVEN NAMES: \_\_\_\_\_

BIRTH NAME OR OTHER NAME(S) USED: \_\_\_\_\_  
(if different from above)

MALE  FEMALE                      DATE OF BIRTH: \_\_\_\_\_                      BIRTH PLACE: \_\_\_\_\_  
Y      M      D

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ RESIDENTIAL PHONE: \_\_\_\_\_

**AUTHORIZATION**

I, \_\_\_\_\_ hereby consent to the Winnipeg Police Service collecting my personal Information from any public body, person, employer, or government institution for the purposes of conducting a security check in connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy of facsimile thereof, is my consent to any public body, person, employer or government institution to release true copies of any records containing my personal information to the Winnipeg Police Service. (Security clearance checks expire after a period of one year).

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Applicant

This personal information will be collected pursuant to *The Freedom of Information and Protection of Privacy Act* C.C.S. M.cF175 \_\_\_\_\_ (title, name, phone number of person who) can answer questions about the collection of this information.

\_\_\_\_\_  
Date

**WINNIPEG POLICE SERVICE - FOR OFFICE USE ONLY**

**RESULT OF CHECK:**

\_\_\_\_\_ NO POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO ANY SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

\_\_\_\_\_ AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

\_\_\_\_\_ A POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

PROCESSED BY: \_\_\_\_\_

Clerk

WPS#

Date

## 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.
- E1.3 Section A shall have these specifications
- (a) The bandwidth shall be full duplex (ie the same bandwidth available for both inbound and outbound simultaneously).
  - (b) The Contractor shall provide an Internet connection that shall have at least two peering points in Winnipeg;
  - (c) The Contractor shall provide two diverse Internet connections for the City of Winnipeg that are load shared for both inbound and outbound Internet traffic. One connection will be located at 510 Main and the other connection at 700 Assiniboine Park Drive. The connections shall be configurable by the Contractor to route specific networks as designated by the City to one of the connections as a primary path to/from the Internet;
  - (d) If one connection is unreachable, traffic shall be automatically routed to the other connection;
  - (e) The Contractor shall make any routing changes for load sharing of the Internet connection upon request within five (5) business days to the Contract Administrator;
  - (f) Each Internet connection shall have no internet usage caps on either inbound or outbound traffic;
  - (g) The Contractor shall provide secondary Domain Name Services (DNS) for the City of Winnipeg's primary DNS appliances and shall add DNS entries within five (5) business days upon request of the Contract Administrator.
  - (h) Each connection shall be scalable for additional bandwidth as specified in Section A. The Contractor shall upgrade bandwidth within fifteen (15) business days upon request of the City of Winnipeg.
- E1.4 Sections B to X inclusive shall have these specifications:
- (a) TLS shall be implemented as a private network to the City and not be accessible by any other external networks or customers.
  - (b) TLS shall be implemented, managed and maintained end-to-end by the Contractor and provide Ethernet interfaces at each end for connectivity to the City's network equipment.
  - (c) Transparent LAN Services (TLS) for Sections C to X inclusive shall implement a transparent layer 2 connection between the remote site 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.
  - (d) If Quality of Service (QoS) is requested by the City to be implemented, a minimum of two queues is required, one for high priority traffic and the other for best effort priority traffic. At a minimum, the service shall provide a queue for high prioritization and bandwidth reservation suitable for Voice over IP data packets within the Contractor's network. The Contractor's network infrastructure must accept and honour Differentiated Services Code Point (DSCP) values for this QoS queue from the City of Winnipeg's network devices at both endpoints of each connection.
  - (e) TLS must be scalable to support additional bandwidth, VLANs and Quality of Service as specified in E2.
  - (f) Each TLS connection shall have dedicated full duplex bandwidth

- (g) Each remote TLS connection shall include a minimum of 4 unique VLANs for use by the City unless otherwise specified in E2.
- (h) Each head end TLS shall have as many VLANs as required by the remote TLS connections aggregated through it. Each VLAN shall connect to the City's network either on a separate Ethernet interface or as part of a VLAN trunk.
- (i) Transparent LAN Services (TLS) shall have maximum average return-trip latency of less than 5 ms as measured by a network ping test from one end of the circuit to the other.
- (j) TLS shall have average of 0% packet loss as measured by a network ping test from one end of the circuit to the other.

E1.5 Section Y shall have these specifications

- (a) The network for this SCADA system shall have a star topology with the Deacon Pumping Station as the central location to the other 4 remote locations
- (b) Each connection shall be implemented as a private network to the City and not be accessible by any other external networks or customers.
- (c) Each connection shall be implemented, managed and maintained end-to-end by the Contractor and provide Ethernet interfaces at each end for connectivity to the City's network equipment.
- (d) Each connection shall have maximum average return-trip latency of less than 5 ms as measured by a network ping test from one end of the circuit to the other.
- (e) Each connection shall have average of 0% packet loss as measured by a network ping test from one end of the circuit to the other

**E2. SERVICES**

- E2.1 The Contractor shall provide transparent LAN services in accordance with the requirements hereinafter specified.
- E2.2 Locations may be added or deleted, on an "as required" basis, throughout the term of the Contract.
  - (a) The City reserves the right to solicit competitive bids for adding new locations.
- E2.3 Item No. 1 – 75 Mbps Internet Connectivity at 6<sup>th</sup> Floor – 510 Main St. shall be a 75 Mbps Internet connection located at 6<sup>th</sup> floor, 510 Main St. with the specifications as described in E1.3 for use by the City of Winnipeg.
- E2.4 Item No. 2 – Installation Charges shall be any one time costs to implement Item No. 1
- E2.5 Item No. 3 – Incremental 10 Mbps pricing shall be monthly costs for any additional incremental 10 Mbps increase in Internet bandwidth to Item No. 1 as required by the City of Winnipeg.
- E2.6 Item No. 4 – Incremental 25 Mbps pricing shall be monthly costs for any additional incremental 25 Mbps increase in Internet bandwidth to Item No. 1 as required by the City of Winnipeg.
- E2.7 Item No. 5 – 25 Mbps Internet Connectivity at 700 Assiniboine Park Drive shall be a 25 Mbps Internet connection located at 700 Assiniboine Park Drive with the specifications as described in E1.3 for use by the City of Winnipeg.
- E2.8 Item No. 6 – Installation Charges shall be any one time costs to implement Item No. 5
- E2.9 Item No. 7 – Incremental 10 Mbps pricing shall be monthly costs for any additional incremental 10 Mbps increase in Internet bandwidth to Item No. 5 as required by the City
- E2.10 Item No. 8 – Incremental 25 Mbps pricing shall be monthly costs for any additional incremental 25 Mbps increase in Internet bandwidth to Item No. 5 as required by the City

- E2.11 Item No. 9 – Contract Termination charges shall be any costs to terminate Items 1 and 5 prior to the end of the contract term.
- E2.12 Item No. 10 – 1 Gbps TLS between 510 Main and 700 Assiniboine Park Dr shall be a 1 Gbps TLS between 6<sup>th</sup> floor 510 Main St and Room 132, 700 Assiniboine Park Dr with the specifications as described in E1.4.
- E2.13 Item No. 11 – Installation Charges shall be any one time costs to implement Item No. 10.
- E2.14 Item No. 12 – Incremental 1 Gbps pricing shall be monthly costs for any additional incremental 1 Gbps increase in bandwidth to Item No. 10 as required by the City
- E2.15 Item No. 13 – QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.16 Item No. 14 – Contract Termination Charges shall be any costs to terminate Item No. 10 prior to the end of the contract term.
- E2.17 Item No. 15 – 100 Mbps Head End Network connectivity at 510 Main St shall be a 100 Mbps TLS connection at 510 Main that provides connectivity to all of the Bidder's remote site connections to the City's data centre at 6<sup>th</sup> floor - 510 Main St. There shall be as many VLANs as required for the remote sites connecting to this connection.
- E2.18 Item No. 16 – 100 Mbps Head End Network connectivity at 700 Assiniboine Park Drive shall be a 100 Mbps TLS connection at 700 Assiniboine Park Drive that provides connectivity to all of the Bidder's remote site connections to the City's alternate data centre at Room 132, 700 Assiniboine Park Drive. There shall be as many VLANs as required for the remote sites connecting to this connection.
- E2.19 Item No. 17 – Installation Charges shall be any one time costs to implement Items No. 15 and 16.
- E2.20 Item No. 18 – Incremental 100 Mbps pricing shall be monthly costs for any additional incremental 100 Mbps increase in bandwidth to both Items No. 15 and 16 as required by the City
- E2.21 Item No. 19 – Gigabit Upgrade shall be monthly costs to upgrade both Items 15 and 16 to 1 Gbps and per Gbps afterwards as required by the City
- E2.22 Item No. 20 –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.23 Item No. 21 – Contract Termination Charges shall be any costs to terminate Items No. 15 and 16 prior to the end of the contract term.
- E2.24 Item No. 22 – 100 Mbps TLS at 1970 Wellington shall be a remote 100 Mbps TLS connection at Winnipeg Police Services site 1970 Wellington to connect to a Head End connection (Items 15 and 16).
- E2.25 Item No. 23 – Installation Charges shall be any one time costs to implement Item No. 22
- E2.26 Item No. 24 – Upgrade to 1 Gbps shall be monthly costs to upgrade Item No. 22 to 1 Gbps as required by the City
- E2.27 Item No. 25 – Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.28 Item No. 26 –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.29 Item No. 27 – Contract Termination Charges shall be any costs to terminate Item No. 22 prior to the end of the contract term.



- E2.30 Item No. 28 –10 Mbps TLS at 1750 Dugald shall be a remote 10 Mbps TLS connection at Winnipeg Police Services site 1750 Dugald to connect to a Head End connection (Items 15 and 16).
- E2.31 Item No. 29 –Installation Charges shall be any one time costs to implement Item No. 28
- E2.32 Item No. 30 – Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 28 to 100 Mbps as required by the City
- E2.33 Item No. 31 – Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.34 Item No. 32 – QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.35 Item No. 33 – Contract Termination Charges shall be any costs to terminate Item No. 28 prior to the end of the contract term.
- E2.36 Item No. 34 – 10 Mbps TLS at 2325 Grant shall be a remote 10 Mbps TLS connection at Winnipeg Police Services site 2325 Grant to connect to a Head End connection (Items 15 and 16).
- E2.37 Item No. 35 – Installation Charges shall be any one time costs to implement Item No. 34
- E2.38 Item No. 36 – Upgrade to 100 Mbps shall be monthly costs to upgrade Item No. 34 to 100 Mbps as required by the City
- E2.39 Item No. 37 – Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.40 Item No. 38 QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.41 Item No. 39 – Contract Termination Charges shall be any costs to terminate Item No. 34 prior to the end of the contract term.
- E2.42 Item No. 40 – 10 Mbps TLS at 1446 Regent shall be a remote 10 Mbps TLS connection at Winnipeg Fire Paramedic Services site 1446 Regent to connect to a Head End connection (Items 15 and 16).
- E2.43 Item No. 41 –Installation Charges shall be any one time costs to implement Item No. 40
- E2.44 Item No. 42– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 40 to 100 Mbps as required by the City
- E2.45 Item No. 43 – Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.46 Item No. 44 – QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.47 Item No. 45 – Contract Termination Charges shall be any costs to terminate Item No. 40 prior to the end of the contract term.
- E2.48 Item No. 46 – 100 Mbps TLS at 2230 Main shall be a remote 100 Mbps TLS connection at Water and Waste site 2230 Main Street to connect to a Head End connection (Items 15 and 16).
- E2.49 Item No. 47 –Installation Charges shall be any one time costs to implement Item No. 46
- E2.50 Item No. 48– Upgrade to 1 Gbps shall be monthly costs to upgrade Item No 46 to 1 Gbps as required by the City

- E2.51 Item No. 49– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.52 Item No. 50– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.53 Item No. 51– Contract Termination Charges shall be any costs to terminate Item No. 46 prior to the end of the contract term.
- E2.54 Item No. 52 – 10 Mbps TLS at 55 Nassau shall be a remote 10 Mbps TLS connection at Transit site located in City of Winnipeg radio shelter on roof of 55 Nassau Street to connect to a Head End connection (Items 15 and 16).
- E2.55 Item No. 53 –Installation Charges shall be any one time costs to implement Item No. 52
- E2.56 Item No. 54– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 52 to 100 Mbps as required by the City
- E2.57 Item No. 55– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.58 Item No. 56– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.59 Item No. 57– Contract Termination Charges shall be any costs to terminate Item No. 52 prior to the end of the contract term.
- E2.60 Item No. 58 – 10 Mbps TLS at 360 Main shall be a remote 10 Mbps TLS connection at Transit site located at Floor 31, 360 Main Street to connect to a Head End connection (Items 15 and 16).
- E2.61 Item No. 59 –Installation Charges shall be any one time costs to implement Item No. 58
- E2.62 Item No. 60– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 58 to 100 Mbps as required by the City
- E2.63 Item No. 61– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.64 Item No. 62– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.65 Item No. 63– Contract Termination Charges shall be any costs to terminate Item No. 58 prior to the end of the contract term.
- E2.66 Item No. 64 – 10 Mbps TLS at 1520 Main shall be a remote 10 Mbps TLS connection at Transit site 1520 Main Street to connect to a Head End connection (Items 15 and 16).
- E2.67 Item No. 65 –Installation Charges shall be any one time costs to implement Item No. 64
- E2.68 Item No. 66– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 64 to 100 Mbps as required by the City
- E2.69 Item No. 67– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.70 Item No. 68– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.71 Item No. 69– Contract Termination Charges shall be any costs to terminate Item No. 64 prior to the end of the contract term.

- E2.72 Item No. 70 – 10 Mbps TLS at 552 Plinguet shall be a remote 10 Mbps TLS connection at Water and Waste site 552 Plinguet Street to connect to a Head End connection (Items 15 and 16).
- E2.73 Item No. 71 –Installation Charges shall be any one time costs to implement Item No. 70
- E2.74 Item No. 72– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 70 to 100 Mbps as required by the City
- E2.75 Item No. 73– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.76 Item No. 74– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.77 Item No. 75– Contract Termination Charges shall be any costs to terminate Item No. 70 prior to the end of the contract term.
- E2.78 Item No. 76 – 10 Mbps TLS at 1500 Plessis shall be a remote 10 Mbps TLS connection at Public Works site 1500 Plessis Road to connect to a Head End connection (Items 15 and 16).
- E2.79 Item No. 77 –Installation Charges shall be any one time costs to implement Item No. 76
- E2.80 Item No. 78– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 76 to 100 Mbps as required by the City
- E2.81 Item No. 79– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.82 Item No. 80– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.83 Item No. 81– Contract Termination Charges shall be any costs to terminate Item No. 76 prior to the end of the contract term.
- E2.84 Item No. 82 – 10 Mbps TLS at 2546 McPhillips shall be a remote 10 Mbps TLS connection at Winnipeg Fire Paramedic Services site 2546 McPhillips Street to connect to a Head End connection (Items 15 and 16).
- E2.85 Item No. 83 –Installation Charges shall be any one time costs to implement Item No. 82
- E2.86 Item No. 84– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 82 to 100 Mbps as required by the City
- E2.87 Item No. 85– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.88 Item No. 86– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.89 Item No. 87– Contract Termination Charges shall be any costs to terminate Item No. 82 prior to the end of the contract term.
- E2.90 Item No. 88 – 100 Mbps TLS at 821 Elgin or 195 Tecumseh shall be a remote 100 Mbps TLS connection at Public Works site either 821 Elgin Ave or 195 Tecumseh Street to connect to a Head End connection (Items 15 and 16).
- E2.91 Item No. 89 –Installation Charges shall be any one time costs to implement Item No. 88
- E2.92 Item No. 90– Upgrade to 1 Gbps shall be monthly costs to upgrade Item No 88 to 1 Gbps as required by the City

- E2.93 Item No. 91– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.94 Item No. 92– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.95 Item No. 93– Contract Termination Charges shall be any costs to terminate Item No. 88 prior to the end of the contract term.
- E2.96 Item No. 94 – 10 Mbps TLS at 317 Donald shall be a remote 10 Mbps TLS connection at Employee Benefits site 5th floor, 317 Donald Street to connect to a Head End connection (Items 15 and 16).
- E2.97 Item No. 95 –Installation Charges shall be any one time costs to implement Item No. 94
- E2.98 Item No. 96– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 94 to 100 Mbps as required by the City
- E2.99 Item No. 97– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.100 Item No. 98– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.101 Item No. 99– Contract Termination Charges shall be any costs to terminate Item No. 94 prior to the end of the contract term.
- E2.102 Item No. 100 – 10 Mbps TLS at 381 Sherbrook shall be a remote 10 Mbps TLS connection at Community Services site 381 Sherbrook Street to connect to a Head End connection (Items 15 and 16).
- E2.103 Item No. 101 –Installation Charges shall be any one time costs to implement Item No. 100
- E2.104 Item No. 102– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 100 to 100 Mbps as required by the City
- E2.105 Item No. 103– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.106 Item No. 104– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.107 Item No. 105– Contract Termination Charges shall be any costs to terminate Item No. 100 prior to the end of the contract term.
- E2.108 Item No. 106 – 100 Mbps TLS at 5<sup>th</sup> Floor, 234 Donald shall be a remote 100 Mbps TLS connection at Corporate Support Services site 5<sup>th</sup> Floor, 234 Donald Street to connect to a Head End connection (Items 15 and 16).
- E2.109 Item No. 107 –Installation Charges shall be any one time costs to implement Item No. 108
- E2.110 Item No. 108– Upgrade to 1 Gbps shall be monthly costs to upgrade Item No 108 to 1 Gbps as required by the City
- E2.111 Item No. 109– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.112 Item No. 110– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.113 Item No. 111– Contract Termination Charges shall be any costs to terminate Item No. 108 prior to the end of the contract term.

- E2.114 Item No. 112 – 10 Mbps TLS at 756 Pembina shall be a remote 10 Mbps TLS connection at Corporate Support Services site 756 Pembina Highway to connect to a Head End connection (Items 15 and 16).
- E2.115 Item No. 113 –Installation Charges shall be any one time costs to implement Item No. 112
- E2.116 Item No. 114– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 112 to 100 Mbps as required by the City
- E2.117 Item No. 115– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.118 Item No. 116– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.119 Item No. 117– Contract Termination Charges shall be any costs to terminate Item No. 112 prior to the end of the contract term.
- E2.120 Item No. 118 – 10 Mbps TLS at 361 Hargrave shall be a remote 10 Mbps TLS connection at Planning and Properties site 361 Hargrave Street to connect to a Head End connection (Items 15 and 16).
- E2.121 Item No. 119 –Installation Charges shall be any one time costs to implement Item No. 118
- E2.122 Item No. 120– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 118 to 100 Mbps as required by the City
- E2.123 Item No. 121– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.124 Item No. 122– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.125 Item No. 123– Contract Termination Charges shall be any costs to terminate Item No. 118 prior to the end of the contract term.
- E2.126 Item No. 124 – 10 Mbps TLS at 100 Ed Spencer shall be a remote 10 Mbps TLS connection at Water and Waste site 100 Ed Spencer Road to connect to a Head End connection (Items 15 and 16).
- E2.127 Item No. 125 –Installation Charges shall be any one time costs to implement Item No. 124
- E2.128 Item No. 126– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 124 to 100 Mbps as required by the City
- E2.129 Item No. 127– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.130 Item No. 128– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.131 Item No. 129– Contract Termination Charges shall be any costs to terminate Item No. 124 prior to the end of the contract term.
- E2.132 Item No. 130 – 10 Mbps TLS at 7740 Wilkes shall be a remote 10 Mbps TLS connection at Water and Waste site 7740 Wilkes Avenue to connect to a Head End connection (Items 15 and 16).
- E2.133 Item No. 131 –Installation Charges shall be any one time costs to implement Item No. 130
- E2.134 Item No. 132– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 130 to 100 Mbps as required by the City

- E2.135 Item No. 133– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.136 Item No. 134– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.137 Item No. 135– Contract Termination Charges shall be any costs to terminate Item No. 130 prior to the end of the contract term.
- E2.138 Item No. 136 – 10 Mbps TLS at 1901 Brady Road shall be a remote 10 Mbps TLS connection at Water and Waste site 1901 Brady Road to connect to a Head End connection (Items 15 and 16).
- E2.139 Item No. 137 –Installation Charges shall be any one time costs to implement Item No. 136
- E2.140 Item No. 138– Upgrade to 100 Mbps shall be monthly costs to upgrade Item No 136 to 100 Mbps as required by the City
- E2.141 Item No. 139– Additional Per-VLAN pricing shall be monthly costs for any additional VLAN as required by the City.
- E2.142 Item No. 140– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) as required by the City
- E2.143 Item No. 141– Contract Termination Charges shall be any costs to terminate Item No. 136 prior to the end of the contract term.
- E2.144 Item No. 142 – 10 Mbps TLS at 955 Cottonwood Drive shall be a remote 10 Mbps TLS connection at Community Services Library site 955 Cottonwood Drive to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.
- E2.145 Item No. 143 – 10 Mbps TLS at 100-131 Provencher shall be a remote 10 Mbps TLS connection at Community Services Library site 100-131 Provencher Boulevard to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.
- E2.146 Item No. 144 – 10 Mbps TLS at 6 Fermor shall be a remote 10 Mbps TLS connection at Community Services Library site 6 Fermor Avenue to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.
- E2.147 Item No. 145 – 10 Mbps TLS at 489 London shall be a remote 10 Mbps TLS connection at Community Services Library site 489 London Street to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.
- E2.148 Item No. 146 – 10 Mbps TLS at 111 Victoria Ave W shall be a remote 10 Mbps TLS connection at Community Services Library site 111 Victoria Ave W to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.
- E2.149 Item No. 147 – 10 Mbps TLS at 1168 Dakota St shall be a remote 10 Mbps TLS connection at Community Services Library site 1168 Dakota St to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.
- E2.150 Item No. 148 – 10 Mbps TLS at 5014 Roblin Blvd shall be a remote 10 Mbps TLS connection at Community Services Library site 5014 Roblin Blvd to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.
- E2.151 Item No. 149 – 10 Mbps TLS at 20 West Gate shall be a remote 10 Mbps TLS connection at Community Services Library site 20 West Gate to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.

- E2.152 Item No. 150 – 10 Mbps TLS at 1050 Henderson Hwy shall be a remote 10 Mbps TLS connection at Community Services Library site 1050 Henderson Hwy to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.
- E2.153 Item No. 151 – 10 Mbps TLS at 2724 Pembina Hwy shall be a remote 10 Mbps TLS connection at Community Services Library site 2724 Pembina Hwy to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.
- E2.154 Item No. 152 – 10 Mbps TLS at 500 Salter St shall be a remote 10 Mbps TLS connection at Community Services Library site 500 Salter St to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.
- E2.155 Item No. 153 – 10 Mbps TLS at 365 Jefferson Ave shall be a remote 10 Mbps TLS connection at Community Services Library site 365 Jefferson Ave to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.
- E2.156 Item No. 154 – 10 Mbps TLS at 66 Allard Ave shall be a remote 10 Mbps TLS connection at Community Services Library site 66 Allard Ave to connect to a Head End connection (Items 15 and 16). Notwithstanding E1.4(g), a minimum of 6 VLANs is required.
- E2.157 Item No. 155 –Installation Charges shall be any one time costs to implement Item No. 142 to 154.
- E2.158 Item No. 156– Upgrade to 100 Mbps per site shall be monthly costs to upgrade each of Item No 142 to 154 to 100 Mbps as required by the City
- E2.159 Item No. 157– Additional Per-VLAN pricing per site shall be monthly costs for any additional VLAN per site as required by the City.
- E2.160 Item No. 158– QoS for VoIP traffic shall be pricing for QoS services as specified in E1.4(d) per site as required by the City
- E2.161 Item No. 159– Contract Termination Charges shall be any costs to terminate each of Item No. 142 to 154 prior to the end of the contract term
- E2.162 Item No. 160 – 3 Mbps TLS at 57082 Hwy #207 (Deacon Pumping Station) shall be a remote 3 Mbps TLS connection at Water and Waste site 57082 Hwy #207 (Deacon Pumping Station) to serve as a Head End connection to Items 161 to 164.
- E2.163 Item No. 161 – 1.5 Mbps TLS at 360 McPhillips Street (McPhillips Control Centre) shall be a remote 1.5 Mbps TLS connection at Water and Waste site 360 McPhillips Street (McPhillips Control Centre) to connect to Head End connection Item (No. 160).
- E2.164 Item No. 162 – 1.5 Mbps TLS at 866 Tache Ave (Tache Pumping Station) shall be a remote 1.5 Mbps TLS connection at Water and Waste site 866 Tache Ave (Tache Pumping Station) to connect to Head End connection Item (No. 160).
- E2.165 Item No. 163 – 1.5 Mbps TLS at 60 Hurst Way (Hurst Pumping Station) shall be a remote 1.5 Mbps TLS connection at Water and Waste site 60 Hurst Way (Hurst Pumping Station) to connect to Head End connection Item (No. 160).
- E2.166 Item No. 164 – 1.5 Mbps TLS at 875 Lagimodiere Boulevard (MacLean Pumping Station) shall be a remote 1.5 Mbps TLS connection at Water and Waste site 875 Lagimodiere Boulevard (MacLean Pumping Station) to connect to Head End connection Item (No. 160).
- E2.167 Item No. 165 –Installation Charges shall be any one time costs to implement Item No. 160 to 165.
- E2.168 Item No. 166– Upgrade to 3 Mbps per site shall be monthly costs to upgrade each of Item No 161 to 164 to 3 Mbps as required by the City

E2.169 Item No. 167– Contract Termination Charges shall be any costs to terminate each of Items No. 160 to 164 prior to the end of the contract term

### **E3. SERVICE LEVELS**

- E3.1 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 City for approval.
- E3.2 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 on a 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 City with escalation contacts for assistance with high priority service calls that exceed that service level.
- E3.3 All normal planned service-impacting maintenance shall be performed between the hours of 1 AM to 6 AM Central Time.
- E3.4 For each connection, there shall be no more than two (2) occurrences of planned service-impacting maintenance performed per month.
- E3.5 The Contractor shall avoid performing normal service-impacting maintenance on weekends and long weekends with public holidays on circuits used by Winnipeg Fire Paramedic Services and Winnipeg Police Services sites (Such as Sections C to H inclusive).
- E3.6 The Contractor shall contact the WFPS Communications Supervisor number at 204-986-8485 prior to and after all planned and scheduled maintenance that involve connectivity to WFPS sites.
- E3.7 For each connection used by Winnipeg Fire Paramedic Services, Winnipeg Police Services sites, Water and Waste SCADA (Sections C to H inclusive and Y), the total duration of unplanned downtime over a 12 month period shall be less than 120 minutes as measured by the City's network monitoring. The City's network monitoring tools used to measure this are HP Network Node Manager and MRTG at a polling interval of 5 minutes.
- E3.8 For each connection in sections other than in C to H inclusive and Y, the total duration of unplanned downtime over a 12 month period shall be less than 300 minutes as measured by the City's network monitoring. The City's network monitoring tools used to measure this are HP Network Node Manager and MRTG at a polling interval of 5 minutes.
- E3.9 The maximum occurrences of unplanned downtime per connection shall be no more than two (2) per twelve (12) month period
- E3.10 Recorded deviations from the technical specifications as described in Sections E1 and E2 will be treated exactly as an outage from the perspective of monitoring, alerting and resolution. Sustained deviations will be counted towards unplanned downtime count.
- E3.11 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.

E3.12 The Contractor shall provide the City with a credit equal to ten percent (10%) of the total annual charges for each connection and 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.