



## 695-2012 ADDENDUM 6

### PROVISION OF TELEPHONE SYSTEM INFRASTRUCTURE, RELATED EQUIPMENT AND SYSTEMS AND CELLULAR WIRELESS SERVICES

ISSUED: January 24, 2013  
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#### **URGENT**

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

**THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

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

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#### **PART A – PROPOSAL SUBMISSION**

Replace: 695-2012 Proposal Submission with 695-2012 Addendum 6 - Proposal Submission. The following is a summary of changes incorporated in the replacement Proposal Submission:

Form B(R2): Revise Item 99 to read: Optional

#### **PART B – BIDDING PROCEDURES**

Revise: B13.129 to read:

B13.129 The Bidder shall provide repair statistics for the proposed **VOIP Solution**, including Mean Time Between Failure (MTBF) and Mean Time to Repair (MTTR), based on existing installations of a similar nature and size. **(Reference required)**

#### **PART D – SUPPLEMENTAL CONDITIONS**

Add: D27

##### **D27 INDEMNITY**

D27.1 Notwithstanding C16.1, the Contractor shall save harmless and indemnify the City in the amount of two million dollars (\$2,000,000), **plus twice the Contract** value against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;

- (d) any claim for lien or trust claim served upon the City;
- (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
- (f) unauthorized use of an design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

## **PART E – SPECIFICATIONS**

Revise: E5.42 to read:

E5.42 Item No. 98 is Alternative pricing Options. The Bidder should state alternatives to the price per **message** plans.

Revise E5.43 to read:

E5.43 Item No. **99** is location based services. This service is provided by the Contractor and uses the location of the wireless device, either GPS based or triangulation, to provide a location report. The Bidder should provide a monthly rate for this service. **This is an optional feature.**

Revise E5.44 to read:

E5.44 Item No. **100** is the Canada data roaming plan for data sessions originated in Canada. The Bidder shall provide a price per **MB** for this service.

## **REVISION TO ANSWER 16-ADDENDUM 1**

A16 Section D11 Performance Security is properly documented in the RFP. D11 states that the City requires one of three forms of performance security for the full duration of the contract (3 or 5 years) **and until the expiration of the warranty period** in the amount of \$500,000. You can provide a performance bond, a letter of credit or a certified cheque.

You can provide a performance bond, a letter of credit or a certified cheque. It is our experience that it can be difficult to secure a long term (3 or 5 year) performance bond, so in the event that you are providing a performance bond, the City requires a letter of credit in addition to the performance bond. Before the initial performance bond expires, you are required to re-new the bond for additional terms until the expiration of the warranty period in the contract.

**The Performance Security would be required after award of contract.**

## **Questions and Answers**

Q1 Referencing E6.64: Can you provide any samples of IVR, auto-attendant and regular voice to an agent call flows?

A7 A sample of an IVR call flow is attached in Figure 1.