



## 736-2014B ADDENDUM 3

### REQUEST FOR PROPOSALS TRANSPARENT LAN SERVICES

#### **URGENT**

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

ISSUED: January 12, 2014  
BY: Nick Procyk  
TELEPHONE NO. (204) 232-9270

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

Template Version: Ar20131129

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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: 736-2014B Proposal Submission with 736-2014B Addendum 3 - Proposal Submission. The following is a summary of changes incorporated in the replacement Proposal Submission:

Form B(R1): Add High Performance Fibre (Section C) Items No. 106 to 128 inclusive.

Page numbering on some forms may be changed as a result.

#### **PART B – BIDDING PROCEDURES**

Revise: B2.1 to read:

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, **February 6, 2015**

#### **PART E – SPECIFICATIONS**

Revise: E1.3(j) **Fiber based** TLS shall have average of 0% packet loss as measured by a network ping test from one end of the circuit to the other. **Copper based TLS shall have a target of 0% packet loss but this may be negotiable depending on Site conditions.**

Revise E2.2.1 to read:

E2.2.1 Where the City requires additional locations, the City reserves the right to:

- (a) solicit competitive bids; or
- (b) negotiate with any or all Contractors awarded Contracts under this RFP.

Revise: E2.3 to read:

E2.3 The locations in items 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 30, 38, 39, 49, 50, **51 and 122-128** (to be henceforth referred to as the "priority Sites") must all have their TLS connections made available to the City no later than April 1, 2016.

Add: E2.3.4

E2.3.4 Bidders are advised that it is also the City's intention to have the Sites in items 106-121 (inclusive) and items 31-34 (fiber) or 82-85 (copper) installed no later than December 1, 2015. These Sites are not subject to E2.3.2 but Bidders are asked to confirm that these Site installs could be completed prior to December 1, 2015.

Add: E3.336 – E3.473

E3.336. Item No.106a – 10 Mbps TLS at 10 Allan Blye Dr. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 10 Allan Blye Dr. to connect to both Head End connections (Items 1a and 1b).

E3.337. Item No.106b – Installation Charges shall be any one time costs to implement Item No.106a.

E3.338. Item No.106c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.106a as required by the City.

E3.339. Item No.106d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.106a as required by the City.

E3.340. Item No.106e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.106a.

E3.341. Item No.106f – Contract Termination Charges shall be any costs to terminate Item No.106a prior to the end of the Contract term expressed as a percentage of the monthly rate.

E3.342. Item No.107a – 10 Mbps TLS at 1780 Taylor Ave. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 1780 Taylor Ave. to connect to both Head End connections (Items 1a and 1b).

E3.343. Item No.107b – Installation Charges shall be any one time costs to implement Item No.107a.

E3.344. Item No.107c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.107a as required by the City.

E3.345. Item No.107d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.107a as required by the City.

E3.346. Item No.107e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.107a.

E3.347. Item No.107f – Contract Termination Charges shall be any costs to terminate Item No.107a prior to the end of the Contract term expressed as a percentage of the monthly rate.

E3.348. Item No.108a – 10 Mbps TLS at 1001 McGregor St. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 1001 McGregor St. to connect to both Head End connections (Items 1a and 1b).

E3.349. Item No.108b – Installation Charges shall be any one time costs to implement Item No.108a.

E3.350. Item No.108c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.108a as required by the City.

E3.351. Item No.108d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.108a as required by the City.

E3.352. Item No.108e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.108a.

E3.353. Item No.108f – Contract Termination Charges shall be any costs to terminate Item No.108a prior to the end of the Contract term expressed as a percentage of the monthly rate.

E3.354. Item No.109a – 10 Mbps TLS at 1501 Church Ave. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 1501 Church Ave. to connect to both Head End connections (Items 1a and 1b).

- E3.355. Item No.109b – Installation Charges shall be any one time costs to implement Item No.109a.
- E3.356. Item No.109c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.109a as required by the City.
- E3.357. Item No.109d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.109a as required by the City.
- E3.358. Item No.109e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.109a.
- E3.359. Item No.109f – Contract Termination Charges shall be any costs to terminate Item No.109a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.360. Item No.110a – 10 Mbps TLS at 5000 Roblin Blvd. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 5000 Roblin Blvd. to connect to both Head End connections (Items 1a and 1b).
- E3.361. Item No.110b – Installation Charges shall be any one time costs to implement Item No.110a.
- E3.362. Item No.110c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.110a as required by the City.
- E3.363. Item No.110d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.110a as required by the City.
- E3.364. Item No.110e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.110a.
- E3.365. Item No.110f – Contract Termination Charges shall be any costs to terminate Item No.110a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.366. Item No.111a – 10 Mbps TLS at 525 Banting Dr. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 525 Banting Dr. to connect to both Head End connections (Items 1a and 1b).
- E3.367. Item No.111b – Installation Charges shall be any one time costs to implement Item No.111a.
- E3.368. Item No.111c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.111a as required by the City.
- E3.369. Item No.111d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.111a as required by the City.
- E3.370. Item No.111e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.111a.
- E3.371. Item No.111f – Contract Termination Charges shall be any costs to terminate Item No.111a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.372. Item No.112a – 10 Mbps TLS at 880 Dalhousie Dr. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 880 Dalhousie Dr. to connect to both Head End connections (Items 1a and 1b).
- E3.373. Item No.112b – Installation Charges shall be any one time costs to implement Item No.112a.
- E3.374. Item No.112c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.112a as required by the City.
- E3.375. Item No.112d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.112a as required by the City.
- E3.376. Item No.112e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.112a.

- E3.377. Item No.112f – Contract Termination Charges shall be any costs to terminate Item No.112a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.378. Item No.113a – 10 Mbps TLS at 337 Des Meurons St. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 337 Des Meurons St. to connect to both Head End connections (Items 1a and 1b).
- E3.379. Item No.113b – Installation Charges shall be any one time costs to implement Item No.113a.
- E3.380. Item No.113c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.113a as required by the City.
- E3.381. Item No.113d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.113a as required by the City.
- E3.382. Item No.113e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.113a.
- E3.383. Item No.113f – Contract Termination Charges shall be any costs to terminate Item No.113a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.384. Item No.114a – 10 Mbps TLS at 603 Redwood Ave. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 603 Redwood Ave. to connect to both Head End connections (Items 1a and 1b).
- E3.385. Item No.114b – Installation Charges shall be any one time costs to implement Item No.114a.
- E3.386. Item No.114c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.114a as required by the City.
- E3.387. Item No.114d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.114a as required by the City.
- E3.388. Item No.114e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.114a.
- E3.389. Item No.114f – Contract Termination Charges shall be any costs to terminate Item No.114a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.390. Item No.115a – 10 Mbps TLS at 640 Kimberly Ave. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 640 Kimberly Ave. to connect to both Head End connections (Items 1a and 1b).
- E3.391. Item No.115b – Installation Charges shall be any one time costs to implement Item No.115a.
- E3.392. Item No.115c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.115a as required by the City.
- E3.393. Item No.115d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.115a as required by the City.
- E3.394. Item No.115e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.115a.
- E3.395. Item No.115f – Contract Termination Charges shall be any costs to terminate Item No.115a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.396. Item No.116a – 10 Mbps TLS at 1354 Border St. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 1354 Border St. to connect to both Head End connections (Items 1a and 1b).
- E3.397. Item No.116b – Installation Charges shall be any one time costs to implement Item No.116a.
- E3.398. Item No.116c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.116a as required by the City.

- E3.399. Item No.116d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.116a as required by the City.
- E3.400. Item No.116e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.116a.
- E3.401. Item No.116f – Contract Termination Charges shall be any costs to terminate Item No.116a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.402. Item No.117a – 10 Mbps TLS at 1057 St. Mary's Rd. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 1057 St. Mary's Rd. to connect to both Head End connections (Items 1a and 1b).
- E3.403. Item No.117b – Installation Charges shall be any one time costs to implement Item No.117a.
- E3.404. Item No.117c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.117a as required by the City.
- E3.405. Item No.117d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.117a as required by the City.
- E3.406. Item No.117e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.117a.
- E3.407. Item No.117f – Contract Termination Charges shall be any costs to terminate Item No.117a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.408. Item No.118a – 10 Mbps TLS at 1665 Rothesay St. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 1665 Rothesay St. to connect to both Head End connections (Items 1a and 1b).
- E3.409. Item No.118b – Installation Charges shall be any one time costs to implement Item No.118a.
- E3.410. Item No.118c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.118a as required by the City.
- E3.411. Item No.118d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.118a as required by the City.
- E3.412. Item No.118e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.118a.
- E3.413. Item No.118f – Contract Termination Charges shall be any costs to terminate Item No.118a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.414. Item No.119a – 10 Mbps TLS at 701 Day St. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 701 Day St. to connect to both Head End connections (Items 1a and 1b).
- E3.415. Item No.119b – Installation Charges shall be any one time costs to implement Item No.119a.
- E3.416. Item No.119c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.119a as required by the City.
- E3.417. Item No.119d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.119a as required by the City.
- E3.418. Item No.119e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.119a.
- E3.419. Item No.119f – Contract Termination Charges shall be any costs to terminate Item No.119a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.420. Item No.120a – 10 Mbps TLS at 1525 Dakota St. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 1525 Dakota St. to connect to both Head End connections (Items 1a and 1b).

- E3.421. Item No.120b – Installation Charges shall be any one time costs to implement Item No.120a.
- E3.422. Item No.120c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.120a as required by the City.
- E3.423. Item No.120d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.120a as required by the City.
- E3.424. Item No.120e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.120a.
- E3.425. Item No.120f – Contract Termination Charges shall be any costs to terminate Item No.120a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.426. Item No.121a – 10 Mbps TLS at 27 Sage Creek Blvd. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 27 Sage Creek Blvd. to connect to both Head End connections (Items 1a and 1b).
- E3.427. Item No.121b – Installation Charges shall be any one time costs to implement Item No.121a.
- E3.428. Item No.121c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.121a as required by the City.
- E3.429. Item No.121d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.121a as required by the City.
- E3.430. Item No.121e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.121a.
- E3.431. Item No.121f – Contract Termination Charges shall be any costs to terminate Item No.121a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.432. Item No.122a – 10 Mbps TLS at 150 Osborne St. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 150 Osborne St. to connect to both Head End connections (Items 1a and 1b).
- E3.433. Item No.122b – Installation Charges shall be any one time costs to implement Item No.122a.
- E3.434. Item No.122c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.122a as required by the City.
- E3.435. Item No.122d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.122a as required by the City.
- E3.436. Item No.122e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.122a.
- E3.437. Item No.122f – Contract Termination Charges shall be any costs to terminate Item No.122a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.438. Item No.123a – 10 Mbps TLS at 320 Whytewold Rd. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 320 Whytewold Rd. to connect to both Head End connections (Items 1a and 1b).
- E3.439. Item No.123b – Installation Charges shall be any one time costs to implement Item No.123a.
- E3.440. Item No.123c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.123a as required by the City.
- E3.441. Item No.123d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.123a as required by the City.
- E3.442. Item No.123e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.123a.

- E3.443. Item No.123f – Contract Termination Charges shall be any costs to terminate Item No.123a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.444. Item No.124a – 10 Mbps TLS at 726 Furby St. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 726 Furby St. to connect to both Head End connections (Items 1a and 1b).
- E3.445. Item No.124b – Installation Charges shall be any one time costs to implement Item No.124a.
- E3.446. Item No.124c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.124a as required by the City.
- E3.447. Item No.124d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.124a as required by the City.
- E3.448. Item No.124e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.124a.
- E3.449. Item No.124f – Contract Termination Charges shall be any costs to terminate Item No.124a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.450. Item No.125a – 10 Mbps TLS at 799 Lilac St. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 799 Lilac St. to connect to both Head End connections (Items 1a and 1b).
- E3.451. Item No.125b – Installation Charges shall be any one time costs to implement Item No.125a.
- E3.452. Item No.125c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.125a as required by the City.
- E3.453. Item No.125d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.125a as required by the City.
- E3.454. Item No.125e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.125a.
- E3.455. Item No.125f – Contract Termination Charges shall be any costs to terminate Item No.125a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.456. Item No.126a – 10 Mbps TLS at 1567 Waverley St. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 1567 Waverley St. to connect to both Head End connections (Items 1a and 1b).
- E3.457. Item No.126b – Installation Charges shall be any one time costs to implement Item No.126a.
- E3.458. Item No.126c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.126a as required by the City.
- E3.459. Item No.126d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.126a as required by the City.
- E3.460. Item No.126e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.126a.
- E3.461. Item No.126f – Contract Termination Charges shall be any costs to terminate Item No.126a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.462. Item No.127a – 10 Mbps TLS at 65 Ellen St. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 65 Ellen St. to connect to both Head End connections (Items 1a and 1b).
- E3.463. Item No.127b – Installation Charges shall be any one time costs to implement Item No.127a.
- E3.464. Item No.127c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.127a as required by the City.

- E3.465. Item No.127d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.127a as required by the City.
- E3.466. Item No.127e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.127a.
- E3.467. Item No.127f – Contract Termination Charges shall be any costs to terminate Item No.127a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- E3.468. Item No.128a – 10 Mbps TLS at 524 Osborne St. shall be a remote 10 Mbps fibre TLS connection at Winnipeg Fire Paramedic Site 524 Osborne St. to connect to both Head End connections (Items 1a and 1b).
- E3.469. Item No.128b – Installation Charges shall be any one time costs to implement Item No.128a.
- E3.470. Item No.128c – Upgrade to 100 Mbps shall be the full monthly charge for 100 Mbps TLS access at Site in Item No.128a as required by the City.
- E3.471. Item No.128d – Upgrade to 1 Gbps shall be the full monthly charge for 1 Gbps TLS access at Site in Item No.128a as required by the City.
- E3.472. Item No.128e –QoS for VoIP traffic shall be pricing for QoS services as specified in E1.3(d) as required by the City to be applied to connection in Item No.128a.
- E3.473. Item No.128f – Contract Termination Charges shall be any costs to terminate Item No.128a prior to the end of the Contract term expressed as a percentage of the monthly rate.
- Add: E5.12.1
- E5.12.1 Downtime credits are to be calculated and applied on a calendar year basis payable no later than March 1 of the following year.
- Add: E5.12.2
- E5.12.2 For downtime calculation purposes the total available hours in a year shall be defined as 8,760 hours irrespective of leap years or activation dates.
- Add: E5.13
- E5.13 For any Site in which a backup connection is implemented such that there is an automatic failover in the case of a primary connection outage (either planned or unplanned) lasting no longer than 48 hours the primary connection outage will be deemed a loss of redundancy and not count towards the unplanned downtime count. Any loss of redundancy exceeding 48 hours will be counted towards the unplanned downtime count.

## **QUESTIONS AND ANSWERS**

Q1 Could you please provide an example of how E5.12 penalties would be calculated?

A1 As per E5.12.2 there are 8,760 hours in a calendar year for purposes of these calculations. At the end of the year all downtime that falls outside of the approved downtime limits specified in E5 is totaled up and compared to the expected uptime of 8,760 hours.

For example: Site A has a monthly rate of \$100 and experiences one full day outage that fully counts in the unplanned downtime count for that year. This yields a percentage downtime of 24/8760 hours or 0.27%. Applying the penalties due by E5.12 yields a credit due of 27% of the annual cost which in this case would be 27% of \$1,200 equaling \$324.