



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 172**

**PROVISION OF PAGING SERVICES**

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# **PART B**

# **BIDDING PROCEDURES**

## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 PROVISION OF PAGING SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 07, 2006.

B2.2 Proposal Submissions 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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B3.3 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.

B3.4 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.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to an Bidder by the City or acquired by an 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.

B4.2 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.

### **B5. ADDENDA**

B5.1 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.

B5.2 The Contract Administrator will issue each addendum at least three (3) Business Days prior to the Submission Deadline, or provide at least three (3) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available in Adobe Acrobat (pdf) format on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda shortly before submitting his Proposal.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may at 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.
- B6.6 The Contract Administrator will provide a response in writing, at least three (3) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, the Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, the Bidder shall base his Total Bid Price upon the specified item but may indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.

B6.9 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. PROPOSAL SUBMISSION**

B7.1 The Proposal Submission consists of the following components:

- (a) Form A: Proposal;
- (b) Form B: Prices;
- (c) Information required to be submitted in E2 through E11.

B7.2 All components of the Proposal Submission 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 in ink, to constitute a responsive Proposal.

B7.3 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B7.3.1 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.

B7.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.5 Proposal Submissions shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B8. PROPOSAL**

B8.1 The Bidder shall complete Form A: Proposal, making all required entries.

B8.2 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.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

- B8.3 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.
- B8.4 Paragraph 12 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B8.5 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 Submission and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- (a) Monthly cost for leased numeric pagers;
  - (b) Monthly cost for leased alphanumeric pagers.
- B9.1.1 Prices on Form B: Prices shall include:
- (a) duty;
  - (b) freight and cartage;
  - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
  - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.2 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.
- B9.3 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. QUALIFICATION**

- B10.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation 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 internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B10.2 The Bidder shall be prepared to 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.

B10.3 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.

## **B11. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B11.1 Proposal Submissions will not be opened publicly.

B11.2 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 page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 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 Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.

## **B12. IRREVOCABLE OFFER**

B12.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.

B12.2 The acceptance by the City of any Proposal shall not release the Proposals of the next two lowest evaluated 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 11 of Form A: Proposal.

### **B13. WITHDRAWAL OF OFFERS**

B13.1 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.

B13.1.1 Notwithstanding GC.7.06(2), 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.

B13.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
- (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Proposal withdrawn.

B13.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

### **B14. INTERVIEWS**

B14.1 The Contract Administrator may, at his/her sole discretion, interview Bidders during the evaluation process.

### **B15. NEGOTIATIONS**

B15.1 The City reserves the right to negotiate details of the Contract with Bidders.

B15.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his/her best offer, not a starting position for negotiations, in his/her Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

B15.3 If, in the course of negotiations pursuant to B15.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

### **B16. EVALUATION OF PROPOSALS**

B16.1 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;
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10;
- (c) Support Services 25%;
- (d) Functionality 25%
- (e) Bid Price 50%;

- (f) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission 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 if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified.
- B16.4 Further to B16.1(c), support services shall be evaluated considering information required to be submitted in Specification E7;
- B16.5 Further to B16.1(d), functionality will be evaluated considering information required to be submitted in E8.
- B16.6 Further to B16.1(e), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices multiplied by (12) twelve.
- B16.6.1 If there is any discrepancy between the Bid Price written in figures, the Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item multiplied by (12) twelve, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B16.7 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.
- B16.7.1 The Contract will be awarded as a whole

## **B17. AWARD OF CONTRACT**

- B17.1 The Award Authority will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.
- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 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.

# **PART C**

# **GENERAL CONDITIONS**

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

# **PART D**

# **SUPPLEMENTAL CONDITIONS**

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF THE WORK

- D2.1 The Work to be done under the Contract shall consist of paging services for **one (1) year** from award of Contract.

#### D3. DEFINITIONS

- D3.1 When used in this Request for Proposal:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Proposals;

#### D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:  
Leo Boiteau  
Voice Communications Analyst  
Communications Systems Branch  
Telephone No. (204) 986-6040  
Facsimile No. (204) 986-2666
- 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. CONTRACTOR'S SUPERVISOR**

- D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

**D6. NOTICES**

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:  
The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174
- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:  
The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

**D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- D7.1 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.
- D7.2 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.
- D7.3 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.



## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. INSURANCE**

D9.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, 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 certified true copy or a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## **SCHEDULE OF WORK**

### **D10. COMMENCEMENT**

D10.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

(a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence that the Contractor is 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;

D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

### **D11. WORKING DAYS**

D11.1 Further to GC.1.01(26), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

- D11.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D11.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D11.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

## **WARRANTY**

### **D12. WARRANTY**

- D12.1 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D12.2 Notwithstanding GC.10.01, GC.10.02 and D12.1, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

# **PART E**

# **SPECIFICATIONS**

## PART E - SPECIFICATIONS

### GENERAL

#### E1. GENERAL

E1.1 These Specifications shall apply to the Work.

#### E2. SERVICES

E2.1 The Contractor shall provide paging services in accordance with the requirements hereinafter specified.

E2.2 The City requires paging services for a large number of users with widely varying needs.

E2.3 The following information is provided only as a convenience to the Bidder. This information is based on historical data. Although the City does not guarantee past usage patterns are indicative of future usage, the Bidder should consider the information in preparing his Proposal:

- (a) The City currently has approximately four hundred and thirty-six (436) pagers.
- (b) The pagers comprise three hundred fifty six (356) numeric pagers, and eighty (80) alphanumeric pagers.

E2.4 Capacity and Coverage

- (a) The City requires a reliable paging service that is not subject to congestion and technical difficulties.
- (b) The Bidder shall, in his Proposal Submission, provide detailed information, for each system offered, on the capacity of the system, the number of current users on the system, and any plans to increase the number of pagers that can be supported within the Province of Manitoba.
- (c) The City requires paging services primarily within city limits but occasionally outside city limits. Some City staff travel to various rural locations on City business and/or are "on call" while in remote locations. In some instances this has necessitated the activation of their pager on a particular network.
- (d) The Bidder shall, in his Proposal Submission, describe the coverage for the following specific areas:

Beausejour, MB  
Birds Hill, MB  
Dauphin, MB  
East Braintree, MB  
Falcon Lake, MB  
Grand Beach, MB  
Hazelridge, MB  
Ile Des Chenes, MB  
Lac du Bonnet, MB  
Lake Winnipeg (South), MB  
La Salle, MB  
Lorette, MB  
Morden, MB  
Oakbank, MB  
Portage la Prairie, MB  
Ross, MB  
Sanford, MB

Brandon, MB  
Dugald, MB  
East St. Paul, MB  
Gimli, MB  
Hadashville, MB  
Headingley, MB  
Kenora, ON  
Lake of the Woods, ON  
Landmark, MB  
Lockport, MB  
Lundar, MB  
North West Ontario  
Pointe du Bois, MB  
Rosenort, MB  
Rosser, MB  
Selkirk, MB

Shoal Lake, MB  
St. Andrews Airport  
Steinbach, MB  
Stony Mountain, MB  
Teulon, MB  
Waugh, MB  
Winnipeg Beach, MB

Slave Falls, MB  
Ste. Anne, MB  
Stonewall, MB  
Stuartburn, MB  
Vita, MB  
West St. Paul, MB  
Woodlands, MB

- E2.5 The Bidder shall, in his Proposal Submission, provide accurate coverage maps, for each system (e.g., local, wide area, etc.) offered, for the Winnipeg area and the Manitoba area. The Bidder shall identify all areas that are weak in coverage (dead spots and shadow areas) and indicate what improvements are planned for these areas, complete with timetables for the improvements.
- E2.6 The Bidder shall, in his Proposal Submission, provide a detailed description of any features, systems or procedures that minimize transmission/reception failures or assist in detecting failures to allow repeat transmission.
- E2.7 The Bidder should, in his Proposal Submission, provide quantitative information, for each system offered, on service efficiency levels (e.g., the percentage of calls that are currently successfully communicated) and the methods used to measure and analyze the data.
- E2.8 The Bidder shall, in his Proposal Submission, provide detailed information on the cost of the roaming feature, including timeframe to activate, monthly rate, including Canadian and U.S. rates.

### **E3. PAGING SERVICES**

- E3.1 The City requires a paging service plan or plans which can accommodate a wide range of user needs including but not limited to paging services, rental of various types of pagers, and dispatch services.
- E3.2 The Contractor should be able to provide the following paging services:
- (a) Numeric paging consisting of:
    - (i) A caller will call the paging number and in response to a voice prompt, the caller will enter a telephone number, and enter a numerically coded message or record a voice message to a password secured voice mailbox. The pager will emit an audible tone or a silent vibrating alert and display the message. The user can call in to retrieve a detailed message from the voice mailbox.
  - OR (ii) A caller wishing to page will dial the paging number and speak to an operator. The caller will identify the pager number and leave a message which will be entered into the Contractor's paging computer as a numeric code. The pager will emit an audible tone or a silent vibrating alert and display the message. The user can call in to receive a detailed message from an operator.

The City requires either option (i) or (ii).

- (b) Alphanumeric paging consisting of:
  - (i) The City will direct enter alphanumeric messages to a pager via a dial-up modem connection, electronic mail, and/or internet connection to the Contractor's paging computer. The pager will emit an audible tone or a silent vibrating alert and display the message.

- OR (ii) A caller will call the paging number and speak to an operator. The caller will identify the pager number and leave a message which will be entered into the Contractor's paging computer as alphanumeric text. The pager will emit an audible tone or a silent vibrating alert and display the message.

The City requires both services (i) and (ii).

- E3.3 The Bidder shall, in his Proposal Submission, describe his ability to provide these services:
- (a) The City may require services to be provided in both English and French.
- E3.4 The Bidder shall, in his Proposal Submission, describe his ability to provide services (e.g., both automated voice prompts and operator service) in both languages.
- E3.5 Paging service plans offered shall not require the payment of an activation fee for new pagers or pagers being transferred from another network.
- E3.6 Paging service plans offered shall not require the payment of a termination fee for pagers being removed from the network.
- E3.7 Paging service plans offered should be based on fixed all inclusive monthly rates but may be based on:
- (a) a per call basis which shall be based on the actual number of successful incoming calls (i.e., excluding wrong numbers and hang-ups);
  - (b) a per minute of operator time basis which shall be based on the actual operator time expended on successful incoming calls (i.e., excluding wrong numbers and hang-ups).
  - (c) The Bidder shall, in his Proposal Submission, provide a detailed description of the method of measurement (e.g., initiating and terminating events or actions) and calculation (e.g., rounding up or off measured units) used for each option offered.
  - (d) If the Bidder offers a plan based on operator time, he shall, in his Proposal Submission, indicate his current average time per call for simple messages (i.e., name and telephone number) and for complex messages (i.e., one hundred and eighty (180) character alphanumeric message or equivalent).
- E3.8 Paging service plans offered shall allow seasonal users to activate and deactivate and/or alternate between paging service plans.
- E3.9 Paging service plans should not have a minimum duration exceeding one month. Term plans with a longer duration must expire at the end of the contract regardless of their nominal term.
- E3.10 Paging service plans which include pager rental shall allow the users to upgrade or downgrade hardware at no cost to the City other than the increase or decrease in the hardware component of the monthly rental charge.
- E3.11 The Bidder is not required to offer more than one paging service plan, however, a single plan may not economically meet the needs of both low and high volume users and may therefore receive a low rating in the evaluation.
- E3.12 The Bidder shall, in his Proposal Submission, provide a complete description and fee schedule for each paging service plan offered.
- E3.13 The Bidder shall, in his Proposal Submission, identify all available convenience features and services available with each pager service plan offered, indicating:
- (a) those features and services which are automatically provided at no additional cost;

- (b) those features and services which are provided at no additional cost if requested by the user; and
- (c) those features and services which are provided at additional cost if requested by the user and any applicable charges thereof.

E3.14 The Bidder shall, in his Proposal Submission, provide a detailed description of each feature or service.

E3.15 The Bidder shall, in his Proposal Submission, identify any price discount(s) that will be made available to the City during the term of the Contract. The Bidder shall provide details including the number of minutes and/or users required for each level of discount, and any other applicable conditions.

#### **E4. PAGER NUMBERS**

E4.1 Users who deactivate from the service for seasonal reasons should be able to reactivate with the same pager number.

E4.2 The Bidders shall, in his Proposal Submission, describe his ability to provide this service and identify any fees which may be applicable.

E4.3 Some of the current users advertise their pager numbers on business cards or in published directory. Therefore, especially in the case of users being transferred from another service, the Contractor should be able to assign pager numbers well in advance of activation.

E4.4 The Bidder shall, in his Proposal Submission, describe his ability to provide this service and identify any fees which may be applicable.

#### **E5. TRAINING**

E5.1 The Contractor shall provide training to City staff on available pager and system features to allow users to make effective use of the pager and the system. This service should be performed at the time of delivery of the pager.

E5.2 The Bidder shall, in his Proposal Submission, explain how this will be accomplished and identify the person(s) that would be assigned this responsibility.

#### **E6. BILLING AND REPORTING**

E6.1 The Contractor should be able to provide monthly billing in the following forms:

- (a) detailed billing by individual user detailing:
  - (i) paging service plan name or designation;
  - (ii) monthly charge;
  - (iii) usage and charges for chargeable services; and
  - (iv) total charges, adjustments and taxes for the individual user; or
- (b) summary billing by user group showing:
  - (i) paging service plan names or designations;
  - (ii) total monthly charges by plan;
  - (iii) total usage and charges for chargeable services; and
  - (iv) total charges, adjustments and taxes for the user group

E6.2 at the option of the individual user or the user group. Approximately sixty (60) separate billings per month are currently required.

- E6.3 The Bidder shall, in his Proposal Submission, indicate the availability and any applicable charges for each type of billing.
- E6.4 The Bidder shall, in his Proposal Submission, provide a sample of each type of billing and identify any options available.
- E6.5 The City will not consider for payment any additional charges (i.e., late payment charges) which are indicated on an invoice as becoming payable in less than thirty (30) Calendar Days from the receipt of any invoice.
- E6.6 The Contractor should provide monthly management reports for approximately sixty (60) defined user groups. The monthly report shall show, for pager number in the user group, pager service plan name or designation, and monthly usage and charges incurred for chargeable services (totalled by category). The reports shall be delivered to the Contract Administrator within fifteen (15) Calendar Days following each monthly cut-off date.
- E6.7 The Bidder shall, in his Proposal Submission, provide a sample report and identify any options available.
- E6.8 The Contractor shall provide a quarterly analysis report which reviews the charges incurred by each user over the previous three-month period and shall recommend any plan changes in order to achieve cost efficiencies. The report shall contain sufficient detail to quantify usage for services which, although not chargeable in the user's current plan, would be chargeable under other plans. The reports shall be delivered to the Contract Administrator within thirty (30) Calendar Days following each quarterly period.
- E6.9 The Bidder shall, in his Proposal Submission, provide a sample report and identify any options available.
- E6.10 The City may, at the time of activation or at any time during the term of the Contract, choose to prepay on a quarterly, semi-annual or annual basis. If the City, due to operational changes or budget constraints, terminates service for a prepaid user prior to the end of the prepaid term, the Contractor shall refund any unused portion of the payment less any discount which may have been applied.
- E6.11 The Bidder shall, in his Proposal Submission, indicate available prepayment options and any associated discounts offered. Discounts shall be shown separately and are not to be included in the unit price(s).
- E6.12 If the Contractor offers and the City utilizes paging service plans with fixed terms exceeding one month, an "Expiry of Term" letter shall be sent to the Contract Administrator and the individual user or user group not less than two (2) months prior to the expiry date. The Contractor shall obtain written authorization from the Contract Administrator prior to renewing term contracts.

## **E7. ADMINISTRATION AND PROBLEM RESOLUTION**

- E7.1 The Contractor should designate one (1) contact person and one (1) alternate/back-up contact. The contact person should receive all orders for activation or deactivation of pagers, enquiries, problem reports, coordinate activation and deactivation of pagers, resolve or direct the resolution of problems, and follow-up to confirm satisfactory resolution.
- E7.2 The Contractor shall provide a local Winnipeg telephone number and facsimile number, or a toll-free telephone number and facsimile number for the contact person(s).
- E7.3 The Bidder shall, in his Proposal Submission, identify the contact person(s) that would be assigned, their authority and responsibilities, and the systems and procedures currently in place and/or proposed to be provided to handle all transactions.



- E7.4 The Contractor shall not substantially alter or modify the authority and/or responsibilities of the designated contact person(s) without the prior written approval of the Contract Administrator.
- E7.5 The Contractor shall provide the Contract Administrator with written notice not less than seven (7) Calendar days prior to reassigning or replacing the designated contact person(s).
- E7.6 The Contractor shall resolve user-specific problems (problems attributable to the an individual user's pager only) within one business day of notification.
- E7.7 The Bidder shall, in his Proposal Submission, provide a detailed description, including service locations for hardware, of how user-specific problems could be handled on a twenty-four hour per day, seven day per week basis.
- E7.8 The Contractor shall report system problems (problems which may affect multiple users) to the Contract Administrator immediately upon detection. Please describe method of reporting during evening and weekend periods. Written documentation from the Contractor as to "problem resolution" must be received within seventy-two (72) hours from detection or notification.
- E7.9 The Bidder shall, in his Proposal Submission, provide a detailed description of how system problems will be handled on a twenty-four hour per day, seven day per week basis.
- E8. HARDWARE**
- E8.1 The Contractor shall supply hardware (i.e., pagers and accessories) on a rental basis and should supply hardware on a purchase basis.
- E8.2 Pagers shall be:
- (a) durable and suitable for the intended use;
  - (b) resistant to damage from high and low volume professional/industrial type usage;
  - (c) suitable for use in varied and harsh environments (e.g., indoor pool facilities);
  - (d) easy to use and able to sustain maximum usage without wear;
  - (e) compact and lightweight.
- E8.3 The Contractor should offer an assortment of types of pagers to suit varying user needs including vibration and/or tone alerting, eight (8) to thirty-two (32) message storage capacity, second line feature, group call feature, voice message repeat feature, wide area coverage and live answering as options.
- E8.4 The Bidder shall, in his Proposal Submission, identify the types of pagers that will be provided on a rental basis.
- E8.5 The Bidder shall, in his Proposal Submission, provide brochures and/or literature describing the types of pagers that will be provided on a rental basis. The Bidder shall, for each type of pager offered, identify the replacement cost in the event of loss.
- E8.6 The Bidder shall, in his Proposal Submission, provide brochures and/or literature describing the types of pagers that will be provided on a purchase basis. The Bidder shall, for each type of pager offered, identify the purchase price(s) for pagers and related accessories. Prices shall be fixed or represent a maximum price for the duration of the Contract. The Bidder shall describe how prices will be adjusted in the event of decreases.
- E8.7 The Contractor shall, at the option of the City, deliver hardware to users at various locations within the City or provide a location for pick-up by the user.

- E8.8 The Contractor should provide one location or a limited number of locations for the pick-up of hardware to ensure coordination of distribution.
- E8.9 The Bidder shall, in his Proposal Submission, identify the pick-up location and its business hours.
- E8.10 The Contractor should deliver hardware or, at the City's option, have hardware available for pick-up by noon of the following business day if ordered before 12:00 noon, or by noon of the second business day if ordered after 12:00 noon.
- E8.11 The Bidder shall, in his Proposal Submission, describe the supply and distribution network including order processing, locations of key inventories and transportation arrangements.
- E8.12 The Bidder shall, in their Proposal Submission, describe how training (see 4.17) will be provided for both delivered and picked-up hardware.

## **E9. MAINTENANCE AND REPAIR**

- E9.1 The Contractor shall be responsible for the maintenance and repair of all hardware, not including negligent or wilful damage, supplied on a rental basis. The Contractor shall perform all adjustments and repairs necessary to maintain rental hardware in good operating condition in accordance with the manufacturer's performance specifications.
- E9.2 The Contractor shall warranty all hardware supplied on a purchase basis against failure, not including negligent or wilful damage, for a period of not less than one year. The warranty shall include all labour, parts and shipping.
- E9.3 The Contractor shall be responsible for the replacement of rechargeable batteries supplied on a rental basis.
- E9.4 Maintenance and repair services, or an exchange replacement procedure, should be available on a twenty-four hour per day, seven days per week basis (see E7.7).
- E9.5 Replacement insurance, if offered, shall be at the sole option of the City.
- E9.6 The Bidder shall, in their Proposal Submission, provide a copy of any insurance coverage offered for replacement of lost or stolen pagers.

## **E10. IMPLEMENTATION**

- E10.1 The Contractor shall implement the Contract in an orderly manner with minimal disruption in service for pager users being transferred from another network.
- E10.2 The Contractor should:
- (a) assign pager numbers at least thirty (30) Calendar Days prior to activation for each user being transferred from another network;
  - (b) supply pagers at least seven (7) Calendar Days prior to activation for each user being transferred from another network;
  - (c) meet with a representative from each department or user group to establish correct billing addresses and billing formats;
  - (d) provide educational sessions to departments or user groups on the efficient use of pagers;
  - (e) provide a biweekly progress report to the Contract Administrator detailing the transition process.

- (f) The Bidder shall, in their Proposal Submission, provide a detailed implementation plan addressing each of the above issues.

**E11. OTHER INFORMATION**

- E11.1 The City recognizes that the Specifications do not necessarily address all aspects of the services provided by a paging service.
- E11.2 The Bidder may, in their Proposal Submission, provide additional information that would be relevant to the City. The Bidder is cautioned that the City will evaluate such information only insofar as the Request for Proposal permits.
- E11.3 The City will not consider payment of any charges, except those imposed by a government or regulatory authority after the Submission Deadline, unless they are identified and quantified in the Proposal.
- E11.4 The Bidder shall, in their Proposal Submission, disclose all applicable charges and costs payable by the City to the Contractor or to any regulatory authority.