



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 486-2006

PROVISION OF PUBLIC WIRELESS ACCESS

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form D: Subcontractors	4

PART B - BIDDING PROCEDURES

B1. Project Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal	4
B10. Prices	4
B11. Qualification	5
B12. Subcontractors	6
B13. Work Schedule	6
B14. Opening of Proposals and Release of Information	6
B15. Irrevocable Offer	7
B16. Withdrawal of Offers	7
B17. Interviews	7
B18. Negotiations	7
B19. Evaluation of Proposals	8
B20. Award of Contract	9

PART C - GENERAL CONDITIONS

C1. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Notices	2
D7. Confidentiality and Ownership of Information	3

Submissions

D8. Authority to Carry on Business	3
D9. Workers Compensation	3
D10. Insurance	3

Control of Work

D11. Commencement	4
D12. Job Meetings	4

Measurement and Payment

D13. Payment	4
--------------	---

Warranty

D14. Warranty	4
---------------	---

PART E - SPECIFICATIONS

General

E1. General	1
E2. Detailed Specifications	1
E3. Location Addresses	1
E4. System	2
E5. Reports	4
E6. Testing	5
E7. Promotion	5
E8. Support	5
E9. System Security	6
E10. Drawings	6

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 PROVISION OF PUBLIC WIRELESS ACCESS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 17, 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. SITE INVESTIGATION

B3.1 Further to GC.2.01, the Bidder may view the Site by making an appointment with the contact person listed in E3.1.

(a) The viewing of the sites must be done during open hours.

(b) See E3.1 for details on locations and hours of operation.

B3.2 The Bidder will need to view the location of the existing wiring rack in each building to determine the source point for Internet access and subsequent cabling and electrical.

B3.3 The Bidder will also want to observe the building configuration for placement of one or more access points so that service coverage options can be identified and provided as requested in PART E – SPECIFICATIONS.

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 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.

B4.3 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.

B4.4 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.

B4.5 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Proposal.

B6.3 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.

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 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.

- 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 shall 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 B17.
- 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.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal Submission consists of the following components:
- (a) Form A: Proposal;
 - (b) Detailed Pricing Breakdown;
 - (c) Form D: Subcontractors;
 - (d) Work Schedule as outlined in B13;
 - (e) A response to each item requiring a response in E4.1 to E9.5
 - (f) Proposed physical system design drawing, (see E10.1); and
 - (g) Proposed logical system design drawing, (see E10.2).
- B8.2 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.
- B8.3 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.
- B8.3.1 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.
- B8.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.5 Proposal Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
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 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.

B9.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

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 Submission and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The detailed breakdown of pricing shall **as a minimum** include the following:

- (a) Total cost to the City to perform the Work of the Contract based on a 2 year contract;
- (b) Revenue paid to the City based on a percentage of gross revenue;
- (c) Pricing for any other items/options proposed beyond the City's stated requirements;

- B10.2 Further to B10.1(b), the Bidder must specify the percentage of revenue that will be paid to the City departments/divisions utilizing this service. Outline what constitutes the “revenue” in the calculation of a location’s payment.
- 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 The Bidder shall state all prices in **Canadian funds**.
- B10.4.1 The price 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.

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;
 - (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 Branch 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);
- B11.2 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.
- B11.3 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, a copy of the most current audited financial statement for evaluation

purposes by the City, proof satisfactory to the Contract Administrator of the financial stability of the Bidder and of any proposed Subcontractor.

- B11.4 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. SUBCONTRACTORS

- B12.1 If the Bidder proposes to subcontract any key portion of the Work listed on Form D: Subcontractors, the Bidder shall complete Form D: Subcontractors, giving a complete list of the Subcontractors whom the Bidder proposes to engage and a list of works previously completed by each proposed Subcontractor, similar in nature, scope and value to the portion of the Work proposed to be subcontracted, in sufficient detail to demonstrate each Subcontractor's qualification to undertake this Work.
- B12.2 No more than one Subcontractor may be named for a class of Work unless all Subcontractors named are proposed to do a part of that class of Work and the Bidder appends to Form D: Subcontractors a statement clearly detailing such apportioning.
- B12.3 Where a Subcontractor is not identified, it will be interpreted that the Bidder proposes to perform that class of the Work with the Bidder's own forces and the qualification of the Bidder will be evaluated on that basis.

B13. WORK SCHEDULE

- B13.1 The Bidder shall submit a Work Schedule indicating the time frame within which the Bidder proposes to perform each item or category of Work identified thereon and should as a minimum include :
- (a) Site inspections complete for all locations;
 - (b) Specifications for service is defined by location;
 - (c) Cabling/electrical requirements defined by location;
 - (d) Cabling/electrical installations complete;
 - (e) Access points delivered;
 - (f) System configuration complete;
 - (g) System testing complete;
 - (h) Public announcements prepared;
 - (i) Prepaid cards delivered where required;
 - (j) Staff training complete, both City and Bidder;
 - (k) Documentation/brochures for staff and public prepared;
 - (l) Complete system activation including public announcements.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B14.1 Proposal Submissions will not be opened publicly.
- B14.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B14.3 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, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.

B15.2 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 11 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 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.

B16.1.1 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.

B16.1.2 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.

B16.1.3 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 B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B15.2 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, including the right to retain the Bidder's bid security.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with Bidders.

B18.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

B18.3 If, in the course of negotiations pursuant to B18.2 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.

B19. EVALUATION OF PROPOSALS

B19.1 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:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11.1:
 - (i) mandatory qualifications (pass/fail);
- (c) System design. Evaluation will be done using a point system for the following categories:
 - (i) Expansion capabilities.....(30),
 - (ii) Relocation capabilities.....(30),
 - (iii) System availability/reliability features.....(60),
 - (iv) User experience(60),
 - (v) Work schedule.....(20),
 - (vi) Safe computing features.....(20),
 - (vii) Control & configuration features.....(50),
 - (viii) System supportability features.....(30);
- (d) Evaluated Bid Price:
 - (i) Total cost to the City to perform the Work of the Contract 30%,
 - (ii) Percentage of gross revenue paid to the City 70%.
- (e) economic analysis of any approved alternative pursuant to B7.

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(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.

B19.4 Further to B19.1(c), System shall be evaluated based on the information required to be submitted in E4 to E10.2.

B19.5 Further to B19.1(d), the Evaluated Bid Price shall be based on the Total cost to the City to implement the Contract as identified on the submitted Detailed Pricing Breakdown plus any other costs implied by the design and as identified by the City and the Total Revenue projected based on the percentage of Gross Profit.

B19.6 This Contract will be awarded as a whole.

B20. AWARD OF CONTRACT

- B20.1 The City 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.
- B20.2 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.
- B20.2.1 Without limiting the generality of B20.2, 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.
- B20.3 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

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 on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

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".
- D1.7 In addition to the *General Conditions*, 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 the provision of public access wireless services for a term of two (2) years from award with the possibility of a two (2) year extension, in accordance the applicable Specifications. .
- (a) The City reserves the right to add, relocate or remove locations in the future without penalty.
 - (b) The City will provide written notice of renewal not less than sixty (60) Calendar days prior to the expiration of the Contract.
- D2.2 The major components of the Work are as follows:
- (a) Provide public access wireless services at all locations identified in clause E3.1.
 - (b) Installation of new public access wireless services to future locations as required,
 - (c) Relocate public access services in the future as required,
 - (d) Discontinue public access wireless services in the future as required,
 - (e) Provide ongoing support and maintenance for all locations,
 - (f) Provide ongoing 24x7 support for all clients of the public access wireless services.

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;
- (c) **“DHCP”** means **D**ynamic **H**ost **C**onfiguration **P**rotocol which is used to provide configuration information for computers using an Internet Protocol network.
- (d) **“NAT”** means **N**etwork **A**ddress **T**ranslation, an Internet standard that enables a local-area network to use one set of IP addresses for internal traffic and a second set of addresses for external traffic. A *NAT box* located where the LAN meets the Internet makes all necessary IP address translations.
- (e) **“VPN tunnelling”** means the use of **V**irtual **P**rivate **N**etworks as established by the company providing the service.
- (f) **“Garden wall”** means a set of services/sites that are provided to the clients free of charge.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Allan Pritchard
Coordinator, Library Information Technology Services
251 Donald Street
Winnipeg, Manitoba R3C 3P5
Telephone No. (204) 986-6416
Facsimile No. (204) 942-5671

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. WORKERS COMPENSATION

- D9.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 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.

- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the Contract Administrator with 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.
- D10.4 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.

CONTROL OF WORK

D11. COMMENCEMENT

- D11.1 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.
- 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 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;
 - (ii) evidence of the workers compensation coverage specified in D9;
- D11.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D12. JOB MEETINGS

- D12.1 Regular bi-weekly job meetings will be held at the Millennium Library. These meetings shall be attended by a minimum of one representative of the Contract Administrator and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D12.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

MEASUREMENT AND PAYMENT

D13. PAYMENT

- D13.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D14. WARRANTY

- D14.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter unless extended pursuant to D14.2, in which case it shall expire when provided for thereunder.

- D14.2 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.
- D14.3 Notwithstanding GC.10.01, GC.10.02 and D14.2, 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

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. DETAILED SPECIFICATIONS

E2.1 The Contractor shall provide public access wireless services in accordance with the requirements hereinafter specified and at the locations specified in E3.

E3. LOCATION ADDRESSES

E3.1 Location Sites

LOCATION NAME	ADDRESS	CONTACT NAME	PHONE	HOURS OF OPERATION
Millennium Library	251 Donald St.	Allan Pritchard	986-6416	8:30am – 9:00pm M-F 8:30am – 5:00pm F 9:30am – 5:00pm Sa 12:30pm – 5:00pm Su
Cornish Library	20 West Gate	Rick Watkins	986-4679	12:30pm – 8:30pm M-T 9:30am – 5:00pm W 12:30pm – 8:30pm Th 9:30am – 5:00pm F-Sa
Charleswood Library	5014 Roblin Blvd.	Jill Johnston	986-3069	9:30am – 8:30pm M-T 9:30am – 8:30pm Th 9:30am – 5:00pm F-Sa
Henderson Library	1-1050 Henderson Hwy.	Ed Cuddy	986-4314	9:30am – 8:30pm M-T 9:30am - 5:00pm W 9:30am – 8:30pm Th 9:30am – 5:00pm F-Sa
Munroe Library	489 London St.	Susan Palmer	986-3736	12:30pm – 8:30pm M-T 12:30pm – 8:30pm Th 9:30am – 5:00pm F-Sa
Transcona Library	111 Victoria Ave. W.	Sharon Popowich or Darrell Boguski	986-3950	12:30pm – 8:30pm M-T 12:30pm – 8:30pm Th 9:30am – 5:00pm F-Sa
West Kildonan Library	365 Jefferson Ave.	Evelyn Piush	986-4384	9:30am – 8:30pm M-T 9:30am - 5:00pm W 9:30am – 8:30pm Th 9:30am – 5:00pm F-Sa
St. John's Library	500 Salter St.	Randy Plant	986-4689	12:30pm – 8:30pm M-T 12:30pm – 8:30pm Th 9:30am – 5:00pm F-Sa
St. Vital Library	6 Fermor Ave.	Stephanie Graham	986-6525	9:30am – 8:30pm M-T 9:30am - 5:00pm W 9:30am – 8:30pm Th 9:30am – 5:00pm F-Sa
St. Boniface Library	131 boul. Provencher	Edith Boulet	986-4331	9:30am – 9:00pm M-Th 9:30am – 5:00pm F-Sa 12:30pm – 5:00pm Su

Louis Riel Library	1168 Dakota St.	Sandra McKay	986-4568	9:30am – 8:30pm M-T 9:30am – 8:30pm Th 9:30am – 5:00pm F-Sa
Fort Garry Library	1360 Pembina Hwy.	Jane Bridle	986-4910	9:30am – 8:30pm M-T 9:30am - 5:00pm W 9:30am – 8:30pm Th 9:30am – 5:00pm F-Sa
Pembina Trail Library	2724 Pembina Hwy.	Kamini Madansingh	986-4370	9:30am – 8:30pm M-T 9:30am – 8:30pm Th 9:30am – 5:00pm F-Sa
River Heights Library	1520 Corydon Ave.	Sally Stephens	986-4934	9:30am – 8:30pm M-T 9:30am – 8:30pm Th 9:30am – 5:00pm F-Sa
St. James Library	1910 Portage Ave.	Trina O'Brien Leggott	986-5583	9:30am – 9:00pm M-Th 9:30am – 5:00pm F-Sa 12:30pm – 5:00pm Su
Westwood Library	66 Allard Ave.	Clark Rempel	986-4742	9:30am – 8:30pm M-T 9:30am – 8:30pm Th 9:30am – 5:00pm F-Sa
West End Library	823 Ellice Ave.	Joey Olafsson	986-4677	12:30pm – 8:30pm M-T 9:30am – 5:00pm W 12:30pm – 8:30pm Th 9:30am – 5:00pm F-Sa
Windsor Park Library	955 Cottonwood Rd.	Debbie Clague	986-4945	12:30pm – 8:30pm M-T 12:30pm – 8:30pm Th 9:30am – 5:00pm F-Sa
Osborne Library	625 Osborne St.	Carol Reeve	986-4775	12:30pm – 8:30pm M-T 12:30pm – 8:30pm Th 9:30am – 5:00pm F-Sa
Sir William Stephenson Library	765 Keewatin St.	Theresa Lomas	986-7070	9:30am – 9:00pm T-Th 9:30am – 5:00pm F-Sa 12:30pm – 5:00pm Su

E3.2 The times listed above are the hours of operation of the site and are not necessarily the hours of work for the contact person. To gain access to a site the Bidder must contact the individual listed as the contact person at least two working days prior to the access requirement date and must inform the Contract Administrator of the required date of access and the reason for access.

E3.3 Due to expected staff changes, it is recommended that the Contractor verify the contact person with the Contract Administrator at least 1 week prior to contact requirement.

E4. SYSTEM

E4.1 All Wireless Access Points, including antennas, mounting brackets and power supplies, must be provided to the City as part of the contract. Where electrical power is not readily available near the location of the access point the Contractor will provide inline power supplies.

(a) The City has standardized on the Cisco Aironet 1232 802.11a/g dual-radio Access Point. In the event that the City wishes to purchase the Access Points independently and outside of this contract because of pricing advantages, the City may choose to do so and subsequently reduce the contract price accordingly.

(b) In the event that the City purchases the Access Points, the City retains ownership of the equipment but in no way does this relieve the Contractor of any responsibilities related to this contract unless so approved by the Contract Administrator.

- (c) In the event that the City purchases the Access Points and wishes to use the dual-radio capabilities of the device to provide access to the public network as well as access to the internal City network for City staff usage, the contractor must provide:
 - (i) details on any issues that would affect their ability to provide the public access on the same device;
 - (ii) any solutions they have used in the past with other customers who have wished to do the same;
 - (iii) details on existing customer installations that function in this manner and the procedures that are followed to maintain both services from an administrative point of view;
 - (iv) information on any security concerns that had to be addressed and the solutions provided.
- E4.2 All locations must be equipped with at least one Access Point. The Contractor is responsible for the installation of the Access Points.
- E4.3 The System must present the associated department/division's internet use policy and the user must agree to adhere to the policy prior to being allowed access to the Internet through the wireless system.
- E4.4 Optionally the System should check a user's Internet access rights as set on the Library's integrated system prior to providing access to the System. There are currently three settings available to Library users: a) adult filtered access, b) children's filtered access and c) no internet access. Those users that are set to no internet access will be denied access to the Internet but can still gain access to the garden wall area as outlined in E9.4. The Bidder must indicate if the proposed solution can be modified to provide this feature at selected sites and at what cost.
- E4.5 The City must have the means to disable a user's account in a timely fashion for a predefined period of time because of System misuse. Outline the process that would be followed.
- E4.6 The City will be responsible for providing the network connection to the Access Points.
- E4.7 The City will be responsible for providing a power outlet for the Access Point's inline power supply.
- E4.8 Optionally the System should be able to authenticate against the Library's borrower database. Barcode and pin number are the primary authentication units. If implemented, only registered users on the Library system will be allowed access to the System at Library locations. The Bidder must indicate if the proposed solution can be modified to provide this feature at selected sites and at what cost.
- E4.9 The Bidder must be able to adjust the area of coverage for each Access Point independently. i.e. prevent the signal from going into children's areas, interfering with nearby systems, etc.
- E4.10 The System must, as a minimum, support the 802.11B standard. Outline any other standards that are supported now or will be in the near future.
- E4.11 The Bidder must outline any expansion options to increase the number of users serviceable at each location. For the proposed equipment, the Bidder must outline the maximum number of users that can simultaneously use a given Access Point.
- E4.12 The Bidder must outline any restrictions on the number of Access Points that will be provided by the Bidder at each location and what the expansion options are.
- E4.13 The System must be able to limit the bandwidth consumed by users. The Bidder must outline what options are available for bandwidth limiting. The Bidder must also indicate if bandwidth

consumption can be tied to the type of account and what the options are. i.e. a base level account gets 0.5Mb and a gold level account gets 2Mb. Include the pricing scales for each option in the proposed pricing.

- E4.14 The proposed System must provide DHCP service for all client workstations. Please provide details on your proposed service options.
- E4.15 The DHCP service must be configurable to the IP address range(s) provided by the City if specific addresses are required. Please specify configuration options.
- E4.16 The proposed System must be capable of providing NATed addressing for all Access Points. Provide details on service options available.
- E4.17 The Bidder must provide the City with the ability to sell prepaid use cards which can be applied to the users account or provide an alternate source for the users to acquire the prepaid cards. The Bidder must outline a proposed implementation plan for the prepaid cards, i.e. how many cards and of what denomination/value could be distributed to each location. The Bidder must also outline the process for replenishing sold cards and the process for recording the sale of cards.
- E4.18 The Bidder must outline their network access requirements in order to provide system support for all installed Access Points and any conditions or restrictions associated with this access.
- E4.19 Describe the peer-to-peer connectivity capabilities of the proposed System.
- E4.20 Describe the security options provided by the Bidder to users to protect their wireless communications. Outline the costs associated with any available options.
- E4.21 Describe the security features built into the System to protect the user's wireless communications.
- E4.22 Describe the user's options for closing their account and obtaining a refund.
- E4.23 Describe the options available to provide log reports on user activity. Provide samples.
- E4.24 Describe the System's capabilities related to virus checking and cleaning.
- E4.25 Describe the System's capabilities related to spy ware detection and blocking.
- E4.26 The Bidder must outline their proposed pricing schedule for client/user services and be willing to adjust the pricing schedule, within reason, based on the Winnipeg market.
- E4.27 The Bidder must outline their proposed system maintenance schedule with tasks and timeframes specified. If the service would not be available on a 7x24x365 basis due to planned maintenance, please outline the proposed schedule of service availability.
- E4.28 The Bidder must outline the System capabilities and the process that the City must follow in order to identify the user associated with a particular incident or multiple incidents that have occurred on the System that have been reported to the City by the police authorities.
- E4.29 At this time the City is not prepared to accept the use of advertising on any of the web pages related to this service. The City must approve the design of any and all web site content prior to publishing. Please provide samples of the proposed web page design and outline the options and flexibility of the design.

E5. REPORTS

- E5.1 The Bidder must provide the City with monthly reports on system use.

- (a) The Report shall include, as a minimum:
 - (i) department/division, location;
 - (ii) Access Point identifier;
 - (iii) user account;
 - (iv) start time of use;
 - (v) end time of use;
 - (vi) mins./hours of use;
 - (vii) rate of pay (i.e. hourly, daily, monthly, yearly, etc.);
 - (viii) revenue collected, and amount payable to the City. This report should include summary totals at the department/division, location and Access Point levels.
 - (ix) Outline the reporting options.

E5.2 Reports shall be supplied to the City contacts in electronic form and within five (5) working days after the end of the month.

E5.3 The Bidder must provide the City with the ability to receive a year-to-date report on System usage by department/division, Access Point and location.

E5.4 The Bidder may be required to issue separate monthly payment cheques to each City department/division that is participating in this contract based on the service points identified. Every attempt will be made to simplify the process.

E5.5 The Bidder must provide the user account system, the credit card payment system and the user accessible reporting system. The reporting system will provide the user with, as a minimum, a report on unused credits and expiry time/date of listed credits.

E5.6 Optional monthly reports on bandwidth usage by Access Point would be desirable. Outline if this is possible.

E6. TESTING

E6.1 The City must be provided with fifteen (15) test accounts at no charge to the City to be used for System testing.

E7. PROMOTION

E7.1 The Bidder must assist in the promotion of the wireless System. Describe what the Bidder is prepared to do to promote the System.

E8. SUPPORT

E8.1 The Bidder must provide a toll free phone number for users to obtain help and system use instructions on a 24x7 basis. Outline other sources of assistance available to the client.

E8.2 The Bidder must provide the City support for the System and a single point of contact for reporting service problems. Outline the System support services provided for the City.

E8.3 Describe how the Bidder expects to ensure System availability in the event of a hardware failure. i.e. spare access points left with the City, local support individuals, compensation to the City for staff time needed to replace failed access points, redundant servers, power backup systems, etc.

E9. SYSTEM SECURITY

- E9.1 The System must allow users to use VPN tunnelling to their respective work sites.
- E9.2 The System must allow users to use encryption services when communicating with sites requiring such security.
- E9.3 The Bidder must outline any safe computing features built into their System. i.e. antivirus protection, antispam protection, etc.
- E9.4 The Bidder must provide the ability to establish a garden wall of City services at no charge to the users. i.e. the Library can provide access to its online catalogue and/or PC Booking system at no charge to the users of the System.
- E9.5 Optionally, the System should be capable of directing user traffic through the appropriate Library Internet filtering appliance based on the users Internet access code that exists on the Library's database. The Library currently uses a filtering appliance to service its hardwired equipment. This appliance will apply the appropriate filtering policy based on the IP address of the device requesting access. The Library's database is currently a Sybase system.

E10. DRAWINGS

- E10.1 The Bidder shall provide a high level physical design drawing showing the components of the System, a corresponding description and the function of the component and the proposed location of each component. Outline those items that address availability and reliability issues and provide details on how this is accomplished.
- E10.2 The Bidder shall provide a high level logical design drawing showing the user experience and the flow of the connection activity. Screen shots should be provided to demonstrate the user experience and the options presented to the user.