



REQUEST FOR PROPOSAL NO.PS09072

SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES

Proposals will be received in the Purchasing Services Office, 3rd Floor, Suite # 320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below) on Tuesday, May 19, 2009 and registered at 11:00:00 A.M. on Wednesday, May 20, 2009.

NOTES:

1. Proposals are to be in sealed envelopes or packages marked with the Proponent's Name, the RFP Title and Number.
2. The Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open on Business Days 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sundays, and holidays.
4. DO NOT SUBMIT BY FAX.

All queries related to this RFP are to be submitted
in writing to the attention of:

Alison Hall
Contracting Specialist

FAX: 604.873.7057 E-MAIL: purchasing@vancouver.ca

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PART A - INTRODUCTION

1.0 Overview

1.1 This Request for Proposal (“RFP”) identifies a business opportunity for the successful Proponent(s) to supply and deploy business Internet services for one (1) of two (2) City sites as set out herein.

1.2 A Proponents’ information meeting (the “Information Meeting”) will be held:

Date: Thursday April 23, 2009

Time: 2:00:00 P.M. PST

Location: City of Vancouver - Large Boardroom, 3rd Floor
Van City, 515 West 10th Avenue
Vancouver, BC V5Z 4A8

This meeting will include an overview of the RFP Requirements; the document and process; and will also enable Proponents to address questions in a communal forum.

1.3 Proponents are encouraged to read this document and submit any questions pertaining to this RFP by e-mail to: purchasing@vancouver.ca. All questions will be answered and posted on the above noted website. Proponents should refer to this site to update themselves on all posted questions and answers.

1.4 All prospective proponents are to register for the Proponents’ Information Meeting by submitting an Information Meeting Attendance Form (Appendix 3) by fax to (604) 873-7057 or e-mail to purchasing@vancouver.ca by 3:00:00 p.m. on Wednesday April 22, 2009.

1.5 The City will in good faith attempt to give accurate verbal responses to questions during the Proponents’ Information Meeting but proponents are advised that they may only rely on the formal written response/summary which may be issued by the City following the Proponents’ Information Meeting. If the City issues a formal written response/summary following the Proponents’ Information Meeting it will be posted on the City’s website at www.vancouver.ca/bid/bidopp/openbid.htm.

1.6 Qualified and experienced Proponents who are able to meet all the Requirements as set out herein are invited to submit Proposals. The successful Proponent will be the Proponent who offers the best overall value along with a high level of service and “best practice” business solutions. The City expects to enter into an agreement with the successful Proponent(s) for the services outlined within.

1.7 Proponents may bid on one or both business Internet connections. If Proponents bid on both business Internet connections it should be explicitly stated if the City is to select both business Internet connections. If this is not stated the City has the option to only select one (1).

1.8 In the event that the Proponent wishes to bid on two (2) different business Internet connections their bids should be submitted separately.

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PART A - INTRODUCTION**

1.9 Key dates to be noted are:

Event	Dates
Release of RFP	Monday April 20, 2009
Deadline for submission of Information Meeting Attendance Form	Wednesday April 22, 2009
Proponent's Information Meeting	Thursday April 23, 2009
Deadline for Inquiries	Tuesday May 12, 2009
RFP Closing	Tuesday May 19, 2009

2.0 **Background**

2.1 The City is growing more reliant on the Internet for electronic commerce and data transactions, and needs to ensure that Internet access is secure, reliable and available at all times.

The preference is to have business Internet connections from two separate providers to create a highly available network infrastructure.

The aim is to have the new Internet infrastructure in place by September of 2009, well ahead of the 2010 Olympics when the City expects to see an increase in the amount of Internet traffic.

2.2 Current environment

- This City has a single business Internet connection.
- The City owns and uses a public Internet Class C address space (IPv4), and the City is the primary host for Domain Name System (DNS) for this address space.

2.3 Proposed environment

- The City wishes to enhance its Internet infrastructure so as to provide fully redundant paths from the Internet through to its planned two external Border Gateway Protocol (eBGP) routers.
- The intent is to have a business Internet connection to 3301 East Pender Street, Vancouver, BC V5K 5J3 (E-COMM centre), and a second business Internet connection to 453 West 12th Avenue, Vancouver, BC V5Y 1V4 (City Hall).
- The intention is to use the connection to E-COMM as the primary Internet connection and the City Hall connection as the secondary or backup. Note: that the City will be applying for its own Autonomous System (AS) number once the two business Internet connections have been established.

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3.0 Purpose

- 3.1 The Business Planning and Services, Information Technology Section, **Systems Infrastructure and Messaging** branch is seeking to obtain business Internet connections from separate providers that will assist the City in ensuring that Internet access is secure, reliable and available at all times.

4.0 Scope

- 4.1 Tier 1 Full Duplex (FDX) business Internet connection.
- 4.2 The business Internet connection must be scalable to 1Gbps.
- 4.3 Fibre connection from the proponent's router to the City's router.
- 4.4 The proponent must have in use a registered Autonomous System Number (ASN) from The American Registry for Internet Numbers (ARIN), and be able to peer with the City to establish routing between one another using external Border Gateway Protocol (eBGP).
- 4.5 The proponent must be willing to accept reasonable BGP address announcements from the City.
- 4.6 For the primary business Internet connection the City may choose to purchase dedicated bandwidth in 10Mbps increments between 10 and 200 Mbps.
- 4.7 The City is seeking a burstable, dedicated, and private bandwidth service that would provide a maximum bandwidth of 200 Mbps without caps. Bandwidth used above the dedicated bandwidth purchased by the City would be billed based on the amount of bandwidth actually used. The City reserves the right to suddenly increase bandwidth at any time during the term of the agreement.
- 4.8 The proponent must provide secondary DNS capability.
- 4.9 The selected proponent should have, at minimum, the following levels of maintenance and support capabilities:
- (a) MTTR under four hours;
 - (b) toll free 24-hour telephone support;
 - (c) automated support incident tracking system which should be accessible from the Web;
 - (d) guaranteed SLA for response and repair; and
 - (e) trouble escalation channels within the proponent's organization.
- 4.10 Onsite monitoring of the Internet connection will be provided for the purpose of monitoring the Internet traffic and the amount of bandwidth being used at any given time. Onsite monitoring should include web access or software provided by the proponent at no cost to the City. The software should show connection speed, saturation of the connection, and types of traffic (where applicable). The software should also be able to provide historical usage trends encompassing daily, weekly, monthly, and annual usage reports in both a numerical and graphical representation of bandwidth usage.

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- 4.11 If the selected proponent needs to perform system maintenance and upgrade procedures that will create a service interruption, the proponent will provide written notification to the City at least seven days in advance of the scheduled service interruption.
- 4.12 The business Internet connection to be installed and operational by September 2009.
- 4.13 Each successful proponent must enter into a BGP peering arrangement with the City. The peering agreement will include terms such as:
 - (a) register a routing policy for the connecting AS,
 - (b) announce at least one prefix of at least 22 bits for IPv4 peering,
 - (c) announce at least one prefix of at least 48 bits for IPv6 peering,
 - (d) make sure all announced routes are also registered,
 - (e) make administrative, technical and Network Operations Centre (NOC) and peering contact information known to the City. The proponent should notify the City of all changes,
 - (f) exchange IPv4 routes using BGPv4. No link layer protocols (e.g. OSPF, IS-IS, CDP, STP, VTP, etc),
 - (g) set up a peering session with the City's routers and announce and accept at least one route over that session,
 - (h) have the proponents router approved by the City.
- 4.14 Provide a Project Manager and/or Single Point of Contact (SPOC) to manage the installation of the fibre connections, establish BGP peering with another ISP, and for the City's AS number application.
- 4.15 Provide service level agreement terms.
- 4.16 Provide details on how throughput is measured and billed.
- 4.17 Provide examples of monthly service level management reports.
- 4.18 Provide an explanation of your change management procedures.

5.0 Requirements

- 5.1 In support of the objectives as outlined above, the City has identified specific Requirements within Schedule 'A' of this RFP, to which the Proponent should offer its solution.

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PART B - INSTRUCTIONS TO PROPONENTS

NOTE: The definitions set out in Attachment A - Legal Terms and Conditions of the Proposal Form (Part D) apply throughout this RFP, including this Part B of this RFP, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Administrative Requirements

- 1.1 It is the sole responsibility of the Proponent to check the City's website at <http://www.vancouver.ca/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers related to this RFP.
- 1.2 The Proponent is to submit their Proposal in accordance with instructions identified on the cover page and as provided within this Part B.

2.0 Conduct of RFP - Inquiries and Clarifications

- 2.1 The City's Manager of Supply Management will have conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.
- 2.2 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, faxed to 604-873-7057 or e-mailed to purchasing@vancouver.ca to the attention of the contact person shown on the cover page before the deadline date. All amendments, addenda and questions and answers will be posted on the City's website as noted in item 1.1 above.

3.0 Contract Requirements - Agreement

- 3.1 The term of Contract shall be for a one (1) year period with the option to renew for three (3) additional one (1) year periods to a maximum total term of four (4) years. The option to extend the Contract is subject to agreement between the Contractor and the City.
- 3.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any Work at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to Contract execution.
- 3.3 The successful Proponent will be requested to enter into a Contract substantially in the form of an agreement. The City reserves the right to make changes to the agreement that it determines are necessary in its sole and absolute discretion.

4.0 Pricing

- 4.1 Prices quoted should be quoted in Canadian funds, exclusive of all taxes, F.O.B. destination with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 4.2 Pricing shall be held firm for the term of the contract.
- 4.3 The Proponent is also encouraged to submit pricing for contract durations that the Proponent believes would better suit the City other than the contract term noted in 3.1 above. Pricing should be provided for dedicated bandwidth in 10Mbps increments

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between 10 and 200 Mbps and the price for additional burstable bandwidth consumed. Details on how burstable bandwidth is calculated and billed is also required. Pricing for these options should be detailed in Schedule B - Pricing.

5.0 Consortium Proposals

- 5.1 The City will consider a Proposal from two or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a Proposal in response to this RFP, provided they disclose the names of all members of the joint venture or consortium and all members sign the Proposal Form.
- 5.2 One person or company is to be identified as the Key Contact Person on the Proposal Form (Part D), and be prepared to represent the consortium to the City. The Key Contact Person will serve as the primary contact and take overall responsibility for all communications with the City during the Proposal submission, evaluation, and any negotiation process.
- 5.3 Consortium Proposals should include proposed contract language describing each consortium members' roles and responsibilities and the proposed legal contract structure.
- 5.4 The City reserves the right to accept the consortium as proposed or choose to contract with individual consortium members separately. Each component of the consortium proposal should be priced out individually.

6.0 Submission of Proposal

- 6.1 Proponents are to submit **five (5) hard copies, and one (1) soft copy on CD format of their Proposal**, in three ring binders with each section tabbed and including all accompanying schedules, appendices or addenda in a sealed envelope or package marked with the Proponent's name, the RFP title and number, prior to the Closing Time set out on the date and to the location shown on the cover page of this RFP.
- 6.2 Only the English language may be used in responding to this RFP.
- 6.3 Proposals received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may or may not be returned. The City may or may not elect to extend the Closing Time.
- 6.4 Amendments to a Proposal are to be submitted in writing in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.
- 6.5 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the office of the Purchasing Services Office, 3rd Floor, Suite 320, East Tower, 555 West 12th Avenue, Vancouver BC, V5Z 3X7 and signed by the authorized signatory for the Proponent.
- 6.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

7.0 Format of Proposal

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- 7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
- 7.2 Proponents are to complete all forms included in this RFP attaching any additional appendices that may be required. Proposals are to be arranged as follows:
- Title Page:** The title page will show the RFP title and number, Closing Time and Date, Proponent name, address, telephone number and the name and title of the contact person.
- Table of Contents:** Page numbers are to be indicated.
- Executive Summary:** A short summary of the key features of the Proposal demonstrating the Proponents understanding of the scope of the Requirements.
- Proposal Form:** The Proponent is to complete the Proposal Form and attached Attachment A included in this RFP in accordance with the instructions.
- Schedules:** The Proponent is to complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the requirements as outlined, then additional pages can be attached.
- Alternate Solutions:** Proponents may submit alternative solutions and are to identify same as additional appendices within their Proposal.

8.0 Insurance Requirements

- 8.1 Proponents are to submit with their Proposals a Certificate of Existing Insurance in the form set out in Appendix 2 as evidence of their existing insurance coverage.
- 8.2 A copy of the City's "Certificate of Insurance" is attached for reference as Appendix 1. The successful Proponent will be required to file a completed certificate in that form with the City's Risk Management Department showing proof of all insurance requirements described in the agreement, as applicable. This certificate must be completed and signed by the Proponent's insurer and be reviewed and approved by the City's Risk Management Department prior to the City entering into any Contract with the successful Proponent.

9.0 Worksafe BC Compliance

- 9.1 Within 7 days of the Notice of Award, the Contractor must provide evidence that it is registered and in good standing with WorkSafeBC.
- 9.2 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, and others engaged in or upon any Work under this Contract.
- 9.3 The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any

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money owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.

- 9.4 The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, in respect of all Work under this Contract for the purposes of the WorkSafeBC Rules.
- 9.5 The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
- (i) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
 - (ii) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC, or
 - (iii) any breach of the Contractor's obligations under this General Condition.

10.0 Bid and Performance Security

- 10.1 No Bid Security is required.

11.0 Conflict of Interest/Solicitation

- 11.1 Proponents are to ensure that any and all conflicts or potential conflicts and any and all collusion, or appearance of collusion is fully and properly disclosed in Section 6.0 of Attachment A of the Proposal Form.
- 11.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity's Proposal, and/or the immediate cancellation of any Contract should one be concluded in reliance on the information contained in the submitted Proposal.
- 11.3 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation offering a personal benefit of any kind, directly or indirectly, to any officer, employee, agent or elected official of the City with respect to the Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Proponent.

12.0 Opening of Proposals

- 12.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City. Dissemination of Proposal information will be as follows:
- a) Upon opening of the Proposals, the names of each Proponent(s) will be announced.

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13.0 Evaluation of Proposals

- 13.1 Proposals will be evaluated on the basis of the overall best value to the City, based on quality, service, price and any other relevant criteria set out herein including, but not limited to:
- a) the Proponent's ability to meet the Requirements as identified in Schedule A - Requirements;
 - b) the Proponent's ability to deliver the Requirements when and where required;
 - c) financial offer;
 - d) the Proponent's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
 - e) equipment quality, configuration, age and condition, if applicable;
 - f) quality of submission;
 - g) any other criteria set out in the RFP or otherwise reasonably considered relevant; and
 - h) Compliance with all City Insurance requirements.
- 13.2 The City may elect to short list Proponents in stages as deemed necessary. Short-listed Proponents will be asked to provide additional information or details for clarification, which may include the Proponent (and any or all Sub-Contractors of the Proponent), attending interviews, making a presentation, supplying samples, performing demonstrations, and/or furnishing additional technical data.
- 13.3 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. The Proponent(s) may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last 2 fiscal years.
- 13.4 Preference may be given to Proposals offering environmentally beneficial products or services.

14.0 Deviation from Requirements or Conditions

- 14.1 Any deviation from the Requirements or the conditions specified in this RFP should be clearly stated in the Proponent's Proposal within Schedule C - Deviations and Variations. The City will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proponent's Proposal, the City will assume that the Proponent is proposing full compliance with the Requirements and conditions of this RFP.

15.0 Proposal Approval

- 15.1 Proposal approval is contingent on funds being approved and the Proposal being approved by the City. Only then may the successful Proponent and the City proceed to settle, draft and sign the necessary legal agreement.
- 15.2 The City will notify the successful Proponent in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign a legal agreement.

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15.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.

16.0 Quantities - Intentionally Omitted

17.0 Brand Names

17.1 Unless otherwise stated, if, and wherever, the Specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out competition from equal brands or makes. If, however, a product other than that specified is offered, it is the Proponent's responsibility to name such a product in its Proposal. Evidence of equality in the form of samples may be requested.

18.0 Alternate Solutions

18.1 If in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal.

19.0 Environmental Responsibility

19.1 The City is committed to preserving the environment. Proponents should provide for environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent shall indicate the nature of the hazard in its Proposal.

19.2 The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

20.0 Freedom of Information and Protection of Privacy Act

20.1 Proponents should note that the City of Vancouver is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

21.0 Confidentiality

21.1 Proponents should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any City information without the City's prior written consent.

21.2 This RFP is the property of the City. Except for the purpose of submitting a Proposal, copies may not be made or distributed without the prior written approval of the City's Manager of Supply Management.

22.0 Advertising

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22.1 The approval of any Proposal and the signing of an agreement does not permit a Proponent to advertise its relationship with the City, without the City's prior written authorization.

23.0 Special Conditions

23.1 Proponents should note that if the Special Conditions of this RFP (if any) conflict with Parts A and B of this RFP, the Special Conditions are intended to govern over Parts A and B.

24.0 Non-Resident Withholding Tax

24.1 Proponents should note that the Income Tax Act (Canada) requires that payments to non-residents for any services performed in Canada are subject to a Non-resident Withholding Tax of a specified percentage (depending on residency of the Proponent). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days before commencing the service.

25.0 Legal Terms and Conditions

25.1 No part of Part A - Introduction, this Part B - Instructions to Proponents will be legally binding on the City or the Proponent. All legal terms and conditions of the process contemplated by this RFP are contained in the Proposal Form (Part D), including without limitation, Attachment A to the Proposal Form.

26.0 No Promotion of Relationship

26.1 The Contractor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of the Contract). The Contractor undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any communication or matter whatsoever as a basis to create an association, express or implied, between the Contractor and the IOC, the Olympics or the Olympic Movement.

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PART C - PROPOSAL FORM

Proponent's Name: _____
"Proponent"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Attach additional pages immediately behind this page for Sub-Contractors, if applicable.

To the City of Vancouver Supply Management Department,

The Proponent, having carefully examined and read the RFP, including the Agreement and its Schedules, now submits the following Proposal:

1.0 Required Documents

- 1.1 If the documents listed below do not accompany the Proposal at the time of opening, the Proposal is put aside and given no further consideration.

Description	Required	Received
Certificate of Existing Insurance (as set out in Part C, Section 1.0)	Yes	

To be initialled at Proposal Opening:

Manager, Supply Management or designate

Witness

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2.0 Compliance

2.1 By initialling each item, the Proponent acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements. If additional space is required, detail deviations and/or suggested amendments in Schedule C - Deviations and Variations.

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A</u> Introduction			
<u>Part B</u> Instructions to Proponents			
<u>Part C</u> Proposal Form			

3.0 Required Proposal Documents

3.1 By initialling each item, the Proponent confirms it has completed and enclosed the following Schedules and any required addenda in its Proposal and has identified any deviations or items of non-compliance providing an explanation of where it does not comply.

Section Title	Submitted	Variations, Alternatives or Explanation for Non-Compliance
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4.0 Proponent's Declaration and Acknowledgment

- 4.1 The undersigned Proponent acknowledges that in its Proposal and elsewhere in the Contract Documents, that defined words and expressions shall have the same meanings as are respectively assigned to them in this RFP.
- 4.2 The Proponent's British Columbia Worksafe BC registration number is _____, The Proponent warrants that it is in good standing as to all Worksafe BC assessments and requirements.
- 4.3 The undersigned Proponent confirms that it is currently licensed to do business in the City of Vancouver, British Columbia (license number _____).
- 4.4 Alternately if the Proponent does not currently hold a City of Vancouver business license and if the Proponent is the successful Proponent to this RFP, the Proponent agrees that it will take out a City of Vancouver business license at its sole cost prior to execution of the Agreement.
- 4.5 The undersigned Proponent confirms that it shall comply with all occupational health and safety requirements, policies and procedures of the City and all statutory occupational health and safety requirements under, or in connection with the Workers' Compensation Act.
- 4.6 The undersigned Proponent confirms that it has read and agreed to the conditions stated in this RFP and that any deviations have been clearly noted herein.

AS EVIDENCED WHEREOF, the Proponent has executed this Proposal Form and the attached Schedules thereto:

Authorized Signatory for the Proponent	Date
--	------

Name and Title (*please print*)

REQUEST FOR PROPOSAL NO. PS09072
SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES
PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

1.0 LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

1.1 Application of These Terms and Conditions

These legal terms and conditions set out the City's and the Proponent's/Sub-Contractors' legal rights and obligations only with respect to this RFP and Proposal process. In no event will the legal terms and conditions of this Attachment A apply to the Contract formed between the City and the Proponent following the signing of the Agreement (if any).

1.2 Definitions

In this Attachment A, the following terms have the following meanings:

- (a) "Proposal" means the package of documents, consisting of this Proposal Form as well as all Schedules, once completed and submitted to the City by the Proponent, and "Proposal" means any Proposal submitted by any other Proponent, excluding or including the Proponent, depending on the context.
- (b) "Proponent" means the legal entity(ies) who has (have) signed and delivered this Proposal Form, and "proponent" means any proponent responding to the Instructions to Proponents, excluding or including the Proponent, depending on the context.
- (c) "Losses" means in respect of any matter all
 - (i) direct or indirect, as well as
 - (ii) consequential,claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "RFP" means the documents issued by the City as Request for Proposal No. PS09072, including all addenda.
- (e) "Sub-Contractors" includes any or all third parties listed in Schedule D of this Proposal Form.

2.0 GENERAL TERMS AND CONDITIONS OF RFP/PROPOSAL PROCESS

2.1 No Legal Obligation Assumed by City

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*, the City assumes no legal duty or obligation in respect of this RFP or a Proposal unless and until the City enters into an Agreement). This RFP and Proposal process is at all times contingent on funds being approved by the Vancouver City Council and an agreement being signed by the City.

REQUEST FOR PROPOSAL NO. PS09072
SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES
PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

2.2 Legal Rights and Obligations Suspended

Despite any other term of this Proposal Form (except only (where applicable) Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*, the City and Proponent agree that all of their respective rights and obligations at law and in equity, in contract and in tort, in all matters relating to the RFP and this Proposal process will be absolutely and unconditionally subject to Section 4.0 - *Protection of City Against Lawsuits*, and the following:

(a) No Duty

The City has no legally enforceable duty or obligation to the Proponent unless and until the City signs an Agreement.

(b) Proponent's Risk

The Proponent acknowledges that the City is a public body required by law to act in the public interest. Accordingly, in no event does the City owe to the Proponent (as opposed to the public):

- (i) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP or Proposal process; or
- (ii) any contract or tort law duty to preserve the integrity of the RFP or Proposal process,

and the Proponent now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in the RFP and Proposal process on this basis.

(c) Proponent's Cost

The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP and Proposal process.

3.0 EVALUATION OF PROPOSALS

3.1 Compliance/Non-Compliance

Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP or, which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion.

3.2 Reservation of Complete Control Over Process

The City reserves the right to retain complete control over the RFP and Proposal process at all times until the execution and delivery of an Agreement. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals

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PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

at any time without further explanation or notification to any of the Proponents subject only to the express legal terms and conditions which bind the City , which terms and conditions are expressly limited to those set out in Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.5 - *Declaration of Confidentiality*.

3.3 Discussions/Negotiations

The City may, at any time prior to signing an Agreement, discuss/negotiate changes to the scope of the RFP, or any of the terms or conditions of the RFP with any one or more of the Proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of discussions or negotiations with other Proponents or changes to the RFP, and, without limiting the general scope of Section 4.0 - *Protection of City Against Lawsuits*, and by way of example only, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

4.0 PROTECTION OF CITY AGAINST LAWSUITS

4.1 Release

Except only and to the extent that the City is in breach of Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, the Proponent now releases the City from all liability for any Losses in respect of:

- (a) any alleged (or judicially imposed) breach by the City of the RFP (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the RFP or Proposal process which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City occurring in the course of conducting this RFP and Proposal process;
- (c) the Proponent preparing and submitting its Proposal;
- (d) the City accepting or rejecting its Proposal or any other submission;
- (e) the manner in which the City:
 - (i) reviews, considers, evaluates or negotiates any Proposal,
 - (ii) deals with or fails to deal with any Proposal or Proposals, or
 - (iii) decides to enter into an Agreement or not enter into any Agreement;
- (f) the Proponent(s), if any, with whom the City enters an Agreement.

4.2 Indemnity

Except only and to the extent that the City breaches Section - 5.2 - *Proponent's Submission Confidential* or Section 5.5 - *Declaration of Confidentiality*, the Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its Sub-Contractors or agents alleging or pleading:

REQUEST FOR PROPOSAL NO. PS09072
SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES
PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

- (a) any alleged (or judicially imposed) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP or Proposal process which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially)),
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting this RFP or Proposal process, or
- (c) liability on any other basis related to this RFP or the Proposal process.

4.3 Limitation

In the event that, with respect to anything relating to this RFP or Proposal process (except only and to the extent that the City breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*), the City or its officials, officers, agents or employees are found to have breached any duty or obligation of any kind to the Proponent or its Sub-Contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-Contractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

4.4 Dispute Resolution

Any dispute relating in any manner to this RFP or the Proposal process (except only and to the extent that the City breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, and also excepting any disputes arising between the City and any Proponent with whom the City has entered an Agreement), will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- (a) The arbitrator will be selected by the City's Manager - Supply Management.
- (b) This Section 4.0 - *Protection of the City from Lawsuits* will:
 - (i) bind the City, Proponent and the arbitrator; and
 - (ii) survive any and all awards made by the arbitrator.
- (c) The Proponent will bear all costs of the arbitration.

5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

5.1 Proposal Documents Remain/Proposal Becomes - City's Property

- (a) All RFP packages and addenda provided to the Proponent by the City remain the property of the City and must be returned to the City upon request.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal.

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PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

5.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the Proposal results or announcing the results of the Proposals to the Proponent, the City will treat all material and information expressly submitted by the Proponent (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

5.3 All City Data/Information is Confidential

The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the closing date and time of this RFP process). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Proponent will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Proponent may gain knowledge in connection with or in the course of discussions or negotiations with the City.

All material and information that has or will come into the Proponent's possession or knowledge in connection with this Proposal process is confidential and may not be disclosed or utilized in any way except in accordance with the Instructions to Proponents and this Proposal Form.

5.4 Disclosure Requires Prior Consent

The Proponent may not divulge any information respecting the Proposal process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

5.5 Declaration of Confidentiality

The Proponent now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to the Vancouver City Council or any public proposal opening:

- (a) the information supplied by the Proponent in response to the RFP is expressly provided in strict confidence;
- (b) any records made of the evaluation of this Proposal and all other submissions will be the property of, and private to, the City and will not be disclosed to the Proponent nor anyone else;

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- (c) the disclosure of the information in items (a) and (b) above to anyone outside of the City 's staff would reveal the Proponent's trade secrets or proprietary commercial information concerning its private business affairs; and
- (d) the disclosure of the information in items (a) and (b) above could reasonably be expected to harm the Proponent's competitive position, harm the City's ability to engage in competitive procurement of goods and services, and result in undue financial loss to the Proponent and/or the City.

6.0 DECLARATION - NO CONFLICT OF INTEREST / NO COLLUSION

6.1 Declaration as to Conflict of Interest

The Proponent now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or Sub-Contractor's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City , such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City , except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest].

6.2 Declaration as to Collusion

The Proponent now confirms and warrants that

- (a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of this RFP; and
- (b) the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

[The Proponent is conclusively deemed to have declared "none" unless the Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion].

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PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

7.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

- 7.1 All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfilment following the conclusion of the Proposal process will survive such process and will remain legally enforceable by and against the Proponent and City .

As evidence of the Proponent's intent to be legally bound by this Attachment A, the Proponent has executed and delivered this Attachment A as an integral part of this Proposal Form in the manner and space set out above.

**REQUEST FOR PROPOSAL NO. PS09072
SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES
SCHEDULE A - REQUIREMENTS**

This Schedule identifies the Requirements to which the City of Vancouver is seeking a solution or a response. Proponents are to address, but are not limited in their response to, the respective issue(s). Proponents may submit their solution or response on a separate sheet. However, the same number sequence is to be used.

1.0 Overview

1.1 Proponents are to provide an overview of how they will provision the required service or services to the City of Vancouver.

2.0 Key Requirements

2.1 The City of Vancouver has identified key requirements which require compliance by the Proponent to meet the service requirements of this RFP. The Proponent is required to complete the information for the respective items listed within the following table. Non-compliance with these key requirements may or may not result in the Proposal being set aside and given no further consideration.

Technical Requirement	State What Is Proposed
Tier 1 Full Duplex (FDX) business Internet connection.	
Business Internet connection scalable to 1Gbps.	
Fibre connection from the proponent's router to the City's router.	
Proponent has in use a registered Autonomous System Number (ASN) from The American Registry for Internet Numbers (ARIN), and is able to establish routing with the City using external Border Gateway Protocol (eBGP).	
Dedicated bandwidth can be purchased in 10Mbps increments between 10 and 200 Mbps.	
The City is seeking a burstable, dedicated, and private bandwidth service that would provide a maximum bandwidth of 200 Mbps without caps. The City reserves the right to suddenly increase bandwidth at any time during the term of the agreement.	
Secondary DNS capability.	

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SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES
SCHEDULE A - REQUIREMENTS

3.0 Schedule

The City's goal is to have the business internet services installed and operational by September, 2009.

- 3.1 Proponents should state the length of time it will take to complete installation of each business internet connection from the time that an agreement to do so is established.
- 3.2 Proponents are to define any pre-requisites for installation of the business internet connection(s).

4.0 Maintenance and Support

- 4.1 Proponents should provide details about their options for maintenance and support. This should include at a minimum:
 - a) Mean Time To Repair (MTTR) under four hours,
 - b) Toll free 24-hour telephone support,
 - c) An automated support incident tracking system which should be accessible to the City of Vancouver from the Web,
 - d) A guaranteed Service Level Agreement (SLA) for response and repair,
 - e) Trouble escalation channels within the proponent's organization.
- 4.2 The City requires written notification at least seven (7) days in advance of any scheduled service interruption. With this in mind, Proponents should explain the process that the City is to follow when the selected proponent needs to perform system maintenance and upgrade procedures that will create a service interruption.
- 4.3 Proponents should provide an explanation of their change management procedures.

5.0 Monitoring and Reporting

- 4.1 The City requires on-site monitoring of the Internet connections for the purpose of monitoring the Internet traffic and the amount of bandwidth being used at any given time. Proponents should define the monitoring capabilities included in their service offering. At a minimum monitoring should provide for:
 - (a) Onsite monitoring

Should include Web access or software provided by the proponent at no cost to the City.
 - (b) Functionality

The software should show connection speed, saturation of the connection, and types of traffic (where applicable).
 - (c) Reporting

REQUEST FOR PROPOSAL NO. PS09072
SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES
SCHEDULE A - REQUIREMENTS

The software should also be able to provide historical usage trends encompassing daily, weekly, monthly, and annual usage reports in both a numerical and graphical representation of bandwidth usage.

6.0 BGP Peering

- 6.1 Proponents should state the process that the City of Vancouver needs to follow when requesting BGP address announcements.
- 6.2 Proponents will need to enter into a BGP peering agreement with the City. Proponents should define how such a peering agreement will work. It needs to include terms such as:
 - (a) Register a routing policy for the connecting Autonomous System (AS) number,
 - (b) Announce at least one prefix of at least 22 bits for IPv4 peering,
 - (c) Announce at least one prefix of at least 48 bits for IPv6 peering,
 - (d) Make sure all announced routes are also registered,
 - (e) Make administrative, technical and Network Operations Centre (NOC) and peering contact information known to the City. The proponent should notify the City of all changes,
 - (f) Exchange IPv4 routes using BGPv4. No link layer protocols (e.g. OSPF, IS-IS, CDP, STP, VTP, etc),
 - (g) Set up a peering session with the City's routers and announce and accept at least one route over that session,
 - (h) Have the proponents router approved by the City.

7.0 Billing

- 7.1 Proponents should provide details on how business internet throughput is measured and billed.
- 7.2 Proponents should indicate that bandwidth used above the dedicated bandwidth purchased by the City would be billed based on the amount of bandwidth actually used.

8.0 Project Manager / Single Point of Contact

- 8.1 Proponents should identify a Project Manager and/or Single Point of Contact (SPOC) within their organization to manage the installation of the fibre connections and BGP peering.
- 8.2 Once the agreement(s) for new business internet services have been established the City will be applying for an Autonomous System (AS) number. Proponents should identify a Single Point of Contact (SPOC) for the City's AS number application.

REQUEST FOR PROPOSAL NO. PS09072
SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES
SCHEDULE A - REQUIREMENTS

9.0 Service Level Agreement

- 9.1 Proponents should provide the terms of their service level agreements.
- 9.2 Proponents should provide examples of monthly service level management reports.

10.0 Value Added Services

- 10.1 Within its response to the requirements of this Schedule A, the Proponent has the opportunity to offer and describe any value added services, products or items not specifically asked for and detail as to what the Proponent is prepared to supply as part of the Contract. Unless, otherwise stated, it is understood that there will be no extra costs for these services however if there are any additional costs pertaining hereto, the summary and explanation of those costs should be appended to Schedule B - *Pricing*.

11.0 Proponent Information

- 11.1 Key determinants of how well the successful Proponent will be able to meet the Requirements include the Proponent's profile, experience, key personnel who will be servicing the City of Vancouver, and references. All are important factors on which the Proponent will be evaluated. Proponents are to address, at a minimum, the following elements.

11.2 Company Profile

Insert a brief company history with emphasis placed on local information.

11.3 Key Personnel

Identify key personnel to be assigned to this Contract, setting out their names, responsibilities and relevant experience.

11.4 Client List

Attach a published client list and include any letters of recommendation that may be appropriate to this service.

11.5 Experience

Describe the Proponent's relevant experience with three similar contracts for similar work during the last two (2) years.

**REQUEST FOR PROPOSAL NO. PS09072
SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES
SCHEDULE A - REQUIREMENTS**

12.0 References

12.1 The Proponent is to provide at least three (3) references for similar goods and/or services it has supplied to customers, by completing the table below. The Proponent may at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. By submitting a Proposal, the Proponent consents to the City of Vancouver contacting these references, and consents to the City of Vancouver also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

12.2 Proponent's understanding of the importance of their commitment and cooperation in establishing a long-term partnership will be weighted based on their current clients' references.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

REQUEST FOR PROPOSAL NO. PS09072
SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES
SCHEDULE B - PRICING

1.0 Instructions

- 1.1 GST and Provincial Sales Taxes are to be excluded from pricing.
- 1.2 Pricing is to be quoted in Canadian Dollars.
- 1.3 Pricing shall be held for an irrevocable period of 90 days.
- 1.4 Proponents should provide all information requested in this Schedule B. If a Proponent is not quoting a particular item then they should insert "N/Q". If there is no charge for a particular item then proponents should insert "N/C". Any special costs not provided for should be shown as extra on a separate sheet.
- 1.5 In all cases where third party products and services are quoted, the Proponent is required to acknowledge and agree that the quotation is binding; the proposed product or services adheres to the terms and conditions in this RFP; and all claims and representations made with respect to the proposed product or service have the full agreement of the third party vendor.
- 1.6 The Proponent having reviewed all terms, conditions, Requirements and Services set out in the RFP and the Attachments thereto, shall provide the following pricing which projects the total cost of the project.
- 1.7 A description of all costs associated with Sub-Contractors.
- 1.8 Expenses such as travel etc. should be shown separately.
- 1.9 Module Costs -- all unit and module costs for products and services and optional services shall be itemized.

2.0 Pricing for Business Internet Services

- 2.1 Proponents should provide pricing for each of the following:
 - (a) One-time installation costs (if applicable).
 - (b) Monthly cost for dedicated minimum bandwidth. Indicate the minimum bandwidth.
 - (c) Monthly cost for bandwidth used over and above the dedicated minimum bandwidth. Indicate how this additional usage is measured and billed.
- 2.2 Proponents can provide different pricing for the primary business Internet connection and the backup business Internet connection; keeping in mind that under normal operating conditions the backup business Internet connection will have zero traffic.

REQUEST FOR PROPOSAL NO. PS09072
SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES
SCHEDULE C - DEVIATIONS AND VARIATIONS

Further to Part D, Section 2.0 - Compliance, Proponent shall use this Schedule to detail any deviations and/or variations from the terms and conditions set out in this RFP and if applicable, detail proposed amendments.

Please describe any features that refer to the Scope, Part A, Section 4.0

**REQUEST FOR PROPOSAL NO. PS09072
SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES
SCHEDULE D - SUB-CONTRACTORS**

The Proponent agrees that the Sub-Contractors shown below are the Sub-Contractors that it proposes to use to carry out the Services and subject to their approval by the City, the Proponent agrees to engage the listed Sub-Contractors and no others in their stead, without prior written authorization of the City.

If no Sub-Contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility



CERTIFICATE OF INSURANCE

Section 8 b) – to be completed by City staff. Select # of days Written Notice is required.
Section 2 through 7 – to be completed by the Insurer or its Authorized Representative

- 1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.
2. NAMED INSURED: (must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

- 3. PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests (All Risks Coverage including Earthquake and Flood)
INSURED VALUES: (Replacement Cost)
INSURER: Building and Tenants Improvement: \$
TYPE OF COVERAGE: Contents and Equipment: \$
POLICY NUMBER: Deductible Per Loss: \$
POLICY PERIOD: From to

- 4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
Including the following extensions: LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
Personal Injury
Products and Completed Operations
Cross Liability or Severability of Interest
Employees as Additional Insureds
Blanket Contractual Liability
Non-Owned Auto Liability
INSURER:
POLICY NUMBER:
POLICY PERIOD: From to
Per Occurrence: \$
Aggregate: \$
All Risk Tenant's Legal Liability: \$
Deductible Per Occurrence: \$

- 5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles
INSURER:
POLICY NUMBER:
POLICY PERIOD: From to
LIMITS OF LIABILITY:
Combined Single Limit: \$
If vehicles are insured by ICBC, complete and provide Form APV-47.

- 6. UMBRELLA OR EXCESS LIABILITY INSURANCE
INSURER:
POLICY NUMBER:
POLICY PERIOD: From to
LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
Per Occurrence: \$
Aggregate: \$
Self-Insured Retention: \$

- 7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

- 8. POLICY PROVISIONS:
Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
a) The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;
b) SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
c) The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Dated:



CERTIFICATE OF EXISTING INSURANCE TO BE COMPLETED AND SUBMITTED ALONG WITH PROPOSAL/TENDER

Section 2 through 8 – to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4 And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.

NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DBA DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood) INSURER, TYPE OF COVERAGE, POLICY NUMBER, POLICY PERIOD, Insured Values (Replacement Cost) - Building and Tenants Improvement, Contents and Equipment, Deductible Per Loss

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form) Including the following extensions: Personal Injury, Property Damage including Loss of Use, Products and Completed Operations, Cross Liability or Severability of Interest, Employees as Additional Insureds, Blanket Contractual Liability, Non-Owned Auto Liability. INSURER, POLICY NUMBER, POLICY PERIOD, Limits of Liability (Bodily Injury and Property Damage Inclusive) - Per Occurrence, Aggregate, All Risk Tenant's Legal Liability, Deductible Per Occurrence

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles INSURER, POLICY NUMBER, POLICY PERIOD, Limits of Liability - Combined Single Limit, If vehicles are insured by ICBC, complete and provide Form APV-47.

6. UMBRELLA OR EXCESS LIABILITY INSURANCE INSURER, POLICY NUMBER, POLICY PERIOD, Limits of Liability (Bodily Injury and Property Damage Inclusive) - Per Occurrence, Aggregate, Self-Insured Retention

7. PROFESSIONAL LIABILITY INSURANCE INSURER, POLICY NUMBER, POLICY PERIOD, Limits of Liability - Per Occurrence/Claim, Aggregate, Deductible Per Occurrence/Claim

If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date:

8. OTHER INSURANCE TYPE OF INSURANCE, INSURER, POLICY NUMBER, POLICY PERIOD, Limits of Liability - Per Occurrence, Aggregate, Deductible Per Loss

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE Dated PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER



CORPORATE SERVICES GROUP
Supply Management
Purchasing Services

Request for Proposal No. PS09072
SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES

To acknowledge your intent to attend the Proponents' Information Meeting being held as per Part A Introduction, Section 1.2, and to ensure that you receive the required information, please submit this form to the person identified below on or before 3:00:00P.M. on Wednesday April 22, 2009.

Donna Lee
Administrative Assistant
City of Vancouver
Fax: (604) 873-7057
Email: purchasing@vancouver.ca

Your details:

Proponent's Name: _____
"Proponent"

Address: _____

Telephone _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company **WILL** / **WILL NOT** attend the information meeting for
"PS09072 - SUPPLY AND DEPLOYMENT OF BUSINESS INTERNET SERVICES"

Authorized Signatory and Name of Company (Please print)

E-mail Address (Please print)

Date