



REQUEST FOR PROPOSALS

PROVISION OF WIRELINE SERVICES

RFP No. PS20210647

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PROVISION OF WIRELINE SERVICES
PART A - INFORMATION AND INSTRUCTIONS**

SUMMARY

This Request for Proposals is an invitation by The City of Vancouver to qualified firms to submit proposals to provide wireline solutions consisting of voice, data, and business Internet services for the City of Vancouver, Vancouver Library Board, and Vancouver Police Board (collectively, the “City”). These services include managed network services that provide high-speed connectivity to City sites through the proponent’s network, connectivity to the PSTN for the City’s private VoIP telephone system, multiple standalone circuits for PSTN connectivity, ADSL type connections to the Internet and high speed corporate connectivity to the public Internet. The City welcomes Proposals with innovative approaches to the City’s objectives and requirements as described in this document.

PART A – INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals (“RFP”): (i) no part of the RFP consists of an offer by the city to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the city.
- 1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “Proponent”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an “Agreement”). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.3 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.
- 1.4 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading “Legal Terms & Conditions” in Appendix 1 to the Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 The RFP consists of four parts, plus appendices:
 - (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) PART B - SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.

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- (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.
- (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the “**Form of Agreement**”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00pm on September 30, 2021
Closing Time	3:00pm on October 7, 2021

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Diana Chan
diana.chan@vancouver.ca

3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City’s sole discretion.

3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

4.0 SUBMISSION OF PROPOSALS

4.1 Proposals must be received by the City on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “Closing Time”).

4.2 Each Proponent should submit its Proposal by email in accordance with the following:

- Subject of the file to be: PS20210647 - Provision of Wireline Services - **Vendor name**.
- Document format for submissions:
 - RFP Part C in PDF format - 1 combined PDF file,

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- **PS20210647 - Appendix 3 - Commercial Proposal** (refer to separate file attachment) in Excel format, and;
 - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
 - Due to cybersecurity concerns, the City of Vancouver will quarantine any inbound email with attachments not in PDF or Microsoft Office formats which will result in non-delivery to Supply Chain Management and will be deemed not submitted. Non-compliant file formats will be detected and quarantined even if they are compressed, zipped, renamed, and include password protected zipped files.
 - The maximum number of attachments allowed in an email message is 250 attachments.
 - The maximum size limit for an email message, including all attachments, is 20MB per message
- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “**Form of Proposal**”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 5.0 **CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.

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5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.

6.0 PROPOSED TERM OF ENGAGEMENT

6.1 The term of any Agreement is expected to be a three (3) -year period, with six (6) possible 1-year extensions, for a maximum total term of nine (9) years.

7.0 PRICING

7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

7.3 Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.

8.0 EVALUATION OF PROPOSALS

8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.

8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical	65%
Financial	30%
Sustainability (Environmental and/or Social)	5%
Total	100%

8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and

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negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the scope of work between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 CITY POLICIES

- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.
- 9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf> . The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

10.0 LIVING WAGE EMPLOYER

- 10.1 Effective May 1, 2017, the City of Vancouver became a "Living Wage Employer". As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign.

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Please see the Living Wage for Families Campaign website for the current Living Wage for Vancouver:

http://www.livingwageforfamilies.ca/living_wages_in_bc_and_canada

The Living Wage includes the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

The Living Wage for Families has created a Living Wage Calculator to assist with the calculation of an employee's hourly rate with benefits. The Living Wage Calculator can be found at the following website:

<http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

Proponents should refer to the Form of Agreement attached as Part D to this RFP for the specific requirements related to the Living Wage, which include:

- (a) paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and
- (b) ensuring that all subcontractors pay the Living Wage to their employees who perform services on City property during the term of the Agreement.

Failure to comply with the Living Wage requirement will entitle the City to terminate the Agreement.

11.0 CERTAIN APPLICABLE LEGISLATION

11.1 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 consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.

11.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

12.0 LEGAL TERMS AND CONDITIONS

12.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

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PART B – SCOPE OF WORK

The scope of work stated in this Part B (collectively, the “**Scope of Work**”) IS current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

Unless otherwise stated, if, and wherever, the Scope of Work states a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include under the heading “Alternative Solutions” the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

To the extent that the Scope of Work expresses estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

1.0 BACKGROUND

1.1 City Data Network and Internet Infrastructure

1.1.1 The City runs a hierarchical data network that consists of approximately 400 sites, including three core sites, 11 Network aggregation sites, 176 staffed terminus sites and multiple unstaffed sites / traffic cabinets. These sites consist of approximately 510 data closets/cabinets. A dual, diverse route City fibre infrastructure connects the three core sites, with fiber connecting all eleven aggregation sites and 142 terminus sites. The remaining 34 terminus sites are connected to the City network by MPLS Managed Services or ADSL (VPN). These sites are connected by a variety of primarily Cisco hardware devices and configurations. The City also maintains a network presence in Kamloops with managed wireline services providing connectivity between that site and Vancouver. Details on quantities and specific locations are referred to in Annex 2 - List of Wireline Site Addresses.

1.1.2 There are 28 wired MPLS connections consisting of 14 managed fibre (10mbps or 30 mbps) and 14 managed ADSL (at 1.54mbps speeds), connecting City sites to the City network. There are 6 secure managed wireless connections to the City network. There are also 10 VPN over unmanaged ADSL lines used to connect City sites to the City network.

1.1.3 A 10Gbps primary Internet access (with an alternate carrier back-up) provides Internet access for the majority of City sites (except VPL). The City’s primary Internet access may not be in scope of this RFP. VPL currently has a dedicated 400MBps Internet access.

The City will contract with a second vendor for the provision of either the primary or back-up Internet connection so that in the event of service disruption of the primary Internet services provider an alternate is available. The back-up will be a stand-by service, as no internet traffic will be carried on this secondary Internet access unless

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the primary Internet access is out of service. All incoming Internet traffic must be routed through the primary Internet provider regardless of the service provider of the end user.

- 1.1.4 There are approximately one hundred smaller sites that have their own ADSL/Fiber Internet for various uses.
- 1.1.5 There are 9 private lines for site to site connectivity at locations throughout the City. Private lines are used for Engineering, Police and Fire radio systems, and Engineering Telemetry systems.
- 1.1.6 There is currently a single 10Gbps layer 2 connection providing connectivity between Vancouver and the City's Kamloops facility.

1.2 Voice Network and Infrastructure

The City's voice network is a combination of Cisco VoIP (to all fibre connected sites) and Centrex (to ADSL connected sites and other sites for PCI compliance requirements). There are two separate Cisco VoIP clusters, one for the City (including VPL) and the second for VPD. The City has a number of sites where there are City telephones (Centrex) but no connectivity to the City's data network. Details on quantities and specific locations are referred to in Annex 2 - List of Wireline Site Addresses.

1.2.1 City Network:

1.2.1.1 PRI:

Within the City cluster, eighteen City PRIs are aggregated at five (5) City sites, which house the Cisco gateways. The eighteen PRI are configured to work as one "super-group". Calls inbound are distributed to the super-group of PRI in a round robin fashion spreading the load on the gateways and network services between sites. This also helps with the early detection of issues with specific PRI. This provides flexibility, diversity and redundancy should a PRI or gateway fail, or if a site is taken out of service due to failure or planned service. If all data connectivity at a site is lost, external incoming calls can still go to voice mail or another pre-determined number at another site.

1.2.1.2 Centrex:

Centrex lines are located across multiple sites throughout the City. Many of the Centrex lines have voice mail and other features. There is four-digit dialing between most of the Centrex sites. There is five-digit dialing from VoIP sites to most Centrex sites.

1.2.1.3 Business lines:

The Business lines are used mainly for security alarms, HVAC, utilities monitoring and facsimile although there are a few sites which use them for telephone service as well. They are used at sites located throughout the City. There is five-digit dialing from VoIP sites to some 1B sites.

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Each VoIP site also has a dedicated Business line for 911 calls, to ensure the correct site address is presented to the 911 operator.

1.2.1.4 DID:

Most DID numbers are in the “604” area code. DID ranges are generally grouped within departments such as Fire, Parks, VPL, VPD and City (all other City sites); there are not specific ranges dedicated to a specific site within these groupings. Currently the incumbent provider delivers 5 digit translations for DID Ranges at the City’s direction. There is 5-digit dialing between VoIP sites and from VoIP sites to most Centrex/1B sites.

1.2.1.5 Long Distance:

In 2020, the City used approximately 200,000 North America minutes, and 1000 international minutes.

Proponents shall indicate in Part C Appendix 3 - Commercial Proposal, its long distance flat rate for North American calls, and a table outlining per minute and any service charges for long distance and international calls.

1.2.2 VPD Network:

1.2.2.1 PRI:

Within the VPD cluster, all five VPD PRI are aggregated at three VPD sites which house the Cisco gateways. Four PRI are configured to work as one “super-group”, with the same functionality as described above for the City’s PRI super-group. One is configured to work independently.

1.2.2.2 Centrex:

Centrex lines are located at multiple VPD sites throughout the City. These Centrex lines use several standard features. There is five-digit dialing between Centrex sites, and between Centrex and VoIP sites.

1.2.2.3 Business lines:

Business lines are used mainly for Facsimile, POS terminals, alarms, and HVAC.

Each VoIP site also has a dedicated Business line for 911 calls, to ensure the correct site address is presented to the 911 operator.

1.2.2.4 DID Numbers:

The majority of DID numbers are in the “604” area code. A small number are in the “778” area code. A specific 604 DID range is used for VPD, but there are not specific ranges dedicated to a specific site within these groupings. There is 5-digit dialing between VoIP sites and Centrex sites.

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1.2.2.5 Long Distance:

In 2020, the VPD used 133,639 North America minutes, and 1661 international minutes.

Proponents shall indicate in Part C Appendix 3 - Commercial Proposal, its long distance flat rate for North American calls, and a table outlining per minute and service charges for long distance and international calls.

SCOPE OF WORK

1.0 The City has the following general objectives and requirements (together, the “**Scope of Work**”):

- (a) One Proponent to provide all of the City’s wireline requirements. If the successful Proponent intends to use a sub-contractor to fulfill some of its obligations under the Agreement, the Proponent will remain primarily responsible and liable for performing all of the obligations under the Agreement with the City.
- (b) A dedicated sales and support team to work with the City. The successful Proponent(s) can expect to work with the City’s Network & Telephony teams on a daily basis.
- (c) Excellent customer service, including same day human response times on urgent orders or inquiries
- (d) A web portal for new service orders would be highly desired. Ideally this portal could be integrated with the City’s ServiceNow system.
- (e) The City uses ServiceNow as its enterprise service management (ESM) platform. The City is starting to use ServiceNow as a user facing ordering platform that both Technology Services and its clients use to order from a growing catalog of items. It is common for organizations like the City to integrate their order placement systems with a Proponent’s catalog and order taking systems. So as to introduce automation and efficiency, the City expects the Proponent to provide a plan and work with the City to integrate its systems with the City’s. Such integration allows efficiencies through automation, and defined workflow. Also, these integrations strengthen the City and the Proponent’s ability to maximize standardization and ensure the City’s spend adheres to them.
- (f) On-line reports that can be secured by City work group levels that enables City departments to view its current services.
- (g) Online monthly consolidated bill that can be securely accessed by City managers.
- (h) The Agreement term will be for 3 years, with six possible one-year extensions at the City’s option, for a maximum total term of nine years however the City may terminate the Agreement for any reason on 30 days’ written notice
- (i) Detailed Transition Plan on how to migrate from existing wireline services to Proponents if required. This plan is to be managed and carried out by the successful proponent with direction and consultation from City’s Networks & Telecom teams

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- (j) The City requires the Proponent's own network to be stable and fully redundant, and the Proponent shall manage upgrades and other maintenance issues in such a manner that the Proponent can assure that services are uninterrupted and available 24x7x365.
- (k) The Proponent's technical assistance centre must be available to respond to the City 24 hours a day, 7 days a week, 365 days per year.
- (l) The Proponent must provide a human Tier 1 / 2 response within one hour of the reporting of a major outage and within four hours for minor reports.
- (m) The City requires the ability to add, decommission or reduce services for capacity or redundancy requirements during the term of the contract, without any financial penalties or additional administrative costs to contract(s) resulting from this RFP.
- (n) If the Proponent proposes any services that would require any changes to the City's existing hardware or software, the Proponent shall be responsible for identifying in their response, any new hardware, software, design, maintenance or support that would be required as a result of implementing the proposed service.
- (o) During the term of the contract, the City must have the ability to increase or decrease the quantity of lines or level of bandwidth without incurring financial penalty
- (p) Wireline Services pricing models should reflect pricing for contracted services, and shall not increase during the maximum nine-year term of the contract (inclusive of optional years)
- (q) The Proponent shall comply with VPD Security Policy, and shall bear all direct and indirect costs related to complying with VPD Security Policy. Compliance with VPD Security Policy includes granting VPD permission to perform security and background screening of the preferred Proponent's assigned account and technical team (including principals, directors, manager, employees, sub-contractors, and backup personnel to the account and technical team) proposed to provide, directly or indirectly, any part of the anticipated contract requirements, as well as granting VPD permission to inspect the preferred Proponent's and sub-contractors' premises and/or operations. All clearances will be carried out by the Vancouver Police Department Security Officer, at the Proponent's expense.
- (r) The Proponent shall show evidence of security inherent to its core network, inclusive of all relevant monitoring tools and policies. They will describe and demonstrate (to the City's satisfaction) the Proponent's process for keeping secure and protecting the confidentiality of City-related information.
- (s) The Proponent shall have a Disaster Recovery Plan, including details on back-up centre(s) and system redundancies, and shall have an Emergency Response Plan, which shall be made available to the City upon the City's request.
- (t) Proponents are encouraged to include in their response any additional information they feel the City should consider.

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- 1.2 The Requirements stated in the Scope of Work are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise. The Requirements also include any other requirements set out in this RFP together with the detailed requirements set out in Annex 1.
- 1.3 Below is a summary table of the wireline services currently in use at the City, and within scope of this RFP.
- 1.4 The numbers in the summary table below, as well as any other numbers within the RFP document are estimates only, and are subject to change.
- 1.5 The specific site addresses in scope of this RFP are referred to in Annex 2 - List of Wireline Site Addresses.

VOICE SERVICES	APPROXIMATE TOTAL
Centrex	
CENTREX LINE	320
CENTREX MAILBOX	67
CENTREX ACD (Queue / Agents)	1/ 6 agents
1B - business lines	450
PRI - 23B + D Channel	23
DID NUMBERS	9300
LONG DISTANCE - annual minutes on all voice services	333,639
DIRECTORY ASSISTANCE (annual number of calls)	2661
MANAGED DATA SERVICES (MPLS)	
ADSL	14
10MB Fiber	12
30MB Fiber	2
OTHER SERVICES	
Layer 2 10GB Fiber (Point to Point)	2

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ANALOG PRIVATE LINE 4WIRE	9
INTERNET SERVICES	
Corporate Internet - 10Gbps	1
Corporate Internet - 400 Mbps	1
Unmanaged ADSL / Fiber Internet	105

2.0 ITEMS TO BE ADDRESSED IN EACH PROPOSAL

- 2.1 Each Proposal must have: (i) a title page that clearly indicates the name of the Proponent and the general nature of the Proposal; (ii) a detailed table of contents; and (iii) an executive summary no more than one page long.
- 2.2 Each Proposal must contain a section titled “Technical Proposal,” which should address the requirements in the Scope of Work. This section of the Proposal should be divided into paragraphs that correspond to the numbered sections of Annex 1 to the RFP.
- 2.3 Each Proposal must contain a section with the completed documentation and questionnaire contained in Part C - Form of Proposal
- 2.4 Each Proposal must contain a section titled “Commercial Proposal,” which should contain full details of the Proponent’s proposed pricing and payment terms, which must be in accordance with Part A of the RFP, and which must include completed tables in the form provided in Part C Annex 3 - Commercial Proposal to the RFP.

All prices are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

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PROVISION OF WIRELINE SERVICES

PART C - FORM OF PROPOSAL

PART C – FORM OF PROPOSAL

RFP No. PS20210647, Provision of Wireline Services (the “RFP”)

Proponent’s Full Legal Name: _____

“Proponent”

Address: _____

Jurisdiction of Legal Organization: _____

Key Contact Person: _____

Telephone: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City’s website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

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APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Questionnaire
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 5 Certificate of Insurance
- APPENDIX 6 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7 Personal Information Consent Form(s)
- APPENDIX 8 Subcontractors
- APPENDIX 9 Proposed Amendments to Form of Agreement - intentionally deleted
- APPENDIX 10 Conflicts; Collusion; Lobbying
- APPENDIX 11 Proof of WorkSafeBC Registration

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APPENDIX 1

LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as 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) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20210647, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

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4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 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. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement 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 such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

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6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents 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 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 the RFP process;
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) 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 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 the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any

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kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) 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 Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (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 to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) 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 or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its

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Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

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9.4 Declaration as to No Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

10 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) 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 process.

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APPENDIX 2
QUESTIONNAIRE

Complete this Appendix 2 - Questionnaire in the form set out below.

1. Executive Summary

Reference	Requirement
1.1	In the space below, provide a brief executive summary of your Proposal.
Response	

2. Proponent Overview

Reference	Requirement
2.1	In the space below, provide a description of the Proponent's company, number of employees, purpose and history of successes. If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).
Response	

3. Scope of Work

Reference	Requirement
3.1	For the Scope of Work, reference the separate attachment, PS20210647 - Annex 2 - List of Wireline Site Addresses , in order to complete the separate attachment, PS20210647 - Annex 1 - Detailed Requirements .
Response	Complete and submit the separate attachment, PS20210647 - Annex 1 - Detailed Requirements.

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3.2	In the space below, clearly state what parts of the Scope of Work are not part of your Proposal, or what deviations you propose to any parts of the Scope of Work.
Response	
3.3	a. Describe the Proponent’s ability to provide a web-based ordering technology as outlined in Part B Section 2.1(d) and (e). b. Describe and illustrate in detail the functionality the Proponent’s web-based ordering technology offers. c. How does it differentiate the Proponent from the Proponent’s competitors?
Response	a. b. c.
3.3	Can the Proponent’s web-based ordering technology be integrated with ServiceNow? If ‘yes’: a) how is it integrated? b) what are the challenges associated with this integration? c) which of your clients have you integrated with ServiceNow?
Response	a) b) c)

4. Key Personnel

Each Proposal must contain a section titled “Account Team,” which must identify and provide professional biographical information on the dedicated key personnel that would be assigned to perform the Proponent’s work, outlining their intended roles in meeting the Requirements. At minimum, this

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team should include sales, support, technical, billing and ordering expertise covering the requirements included in this RFP.

Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving wireline services for Public sector organizations. Each Proponent should make clear in its Proposal their relevant knowledge and experience, and that of its proposed personnel.

Reference	Requirement				
4.1	Please complete the following table:				
Response	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Account Team</th> </tr> </thead> <tbody> <tr> <td> <p>1) Sales</p> <p>a) Name & Title of employee #1</p> <p>b) Role in servicing this Project</p> <p>c) Relevant experience and related qualifications</p> <p>d) Indicate if a back-up to this team member will be available to cover absences</p> <p>(Note: Proponent shall add lines for additional employees.)</p> </td> </tr> <tr> <td> <p>2) Support</p> <p>a) Name & Title of employee #1</p> <p>b) Role in servicing this Project</p> <p>c) Relevant experience and related qualifications</p> <p>d) Indicate if a back-up to this team member will be available to cover absences</p> <p>(Note: Proponent shall add lines for additional employees.)</p> </td> </tr> <tr> <td> <p>3) Technical</p> <p>a) Name & Title of employee #1</p> <p>b) Role in servicing this Project</p> <p>c) Relevant experience and related qualifications</p> <p>d) Indicate if a back-up to this team member will be available to cover absences</p> <p>(Note: Proponent shall add lines for additional employees.)</p> </td> </tr> </tbody> </table>	Account Team	<p>1) Sales</p> <p>a) Name & Title of employee #1</p> <p>b) Role in servicing this Project</p> <p>c) Relevant experience and related qualifications</p> <p>d) Indicate if a back-up to this team member will be available to cover absences</p> <p>(Note: Proponent shall add lines for additional employees.)</p>	<p>2) Support</p> <p>a) Name & Title of employee #1</p> <p>b) Role in servicing this Project</p> <p>c) Relevant experience and related qualifications</p> <p>d) Indicate if a back-up to this team member will be available to cover absences</p> <p>(Note: Proponent shall add lines for additional employees.)</p>	<p>3) Technical</p> <p>a) Name & Title of employee #1</p> <p>b) Role in servicing this Project</p> <p>c) Relevant experience and related qualifications</p> <p>d) Indicate if a back-up to this team member will be available to cover absences</p> <p>(Note: Proponent shall add lines for additional employees.)</p>
	Account Team				
	<p>1) Sales</p> <p>a) Name & Title of employee #1</p> <p>b) Role in servicing this Project</p> <p>c) Relevant experience and related qualifications</p> <p>d) Indicate if a back-up to this team member will be available to cover absences</p> <p>(Note: Proponent shall add lines for additional employees.)</p>				
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<p>3) Technical</p> <p>a) Name & Title of employee #1</p> <p>b) Role in servicing this Project</p> <p>c) Relevant experience and related qualifications</p> <p>d) Indicate if a back-up to this team member will be available to cover absences</p> <p>(Note: Proponent shall add lines for additional employees.)</p>					

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	<p>4) Billing</p> <ul style="list-style-type: none"> a) Name & Title of employee #1 b) Role in servicing this Project c) Relevant experience and related qualifications d) Indicate if a back-up to this team member will be available to cover absences <p>(Note: Proponent shall add lines for additional employees.)</p>
	<p>5) Ordering</p> <ul style="list-style-type: none"> a) Name & Title of employee #1 b) Role in servicing this Project c) Relevant experience and related qualifications d) Indicate if a back-up to this team member will be available to cover absences <p>(Note: Proponent shall add lines for additional employees.)</p>
	<p>6) Additional team members</p> <ul style="list-style-type: none"> a) Name & Title of employee b) Role in servicing this Project c) Relevant experience and related qualifications d) Indicate if a back-up to this team member will be available to cover absences <p>(Note: Proponent shall add lines for additional employees.)</p>

5. Organization Chart

Reference	Requirement
5.1	Insert an Organization Chart for the Proponent's proposed team(s), ensuring that the Team Leader or Project Manager is clearly identified, and all roles and areas of responsibility are included. Also include other not previously mentioned personnel that

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	may be in the Proponent's organizational hierarchy who could have an impact on this project.
Response	

6. Escalation Chart

Reference	Requirement
6.1	Insert an Escalation Chart for the Proponent's proposed team(s), ensuring that the Client Services Manager is clearly identified, and all roles and areas of responsibility are included.
Response	

7. Work Plan

Reference	Requirement
7.1	In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan"), detail the sequential process by which the Proponent proposes to undertake the work, including a timeline as necessary. The Proponent's work plan should make reference to the Scope of Work as appropriate.
Response	

8. Innovation/Alternative Solutions

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Reference	Requirement
8.1	If, in addition to proposing services which meet the Scope of Work, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Proposals could also include options for goods and services that may not be currently available but will be developed and available during the term of any eventual agreement. Any pricing impact of the alternative solution(s) should also be provided.
Response	

8.2	Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Scope of Work. In the space below, note any proposed innovative approaches to meeting the City's requirements.
Response	
8.3	Please describe any solutions and/or capabilities for alternatives to PRI such as SIP Trunking and how these solutions might benefit the City.
Response	
8.4	Please describe any solutions and/or capabilities for alternatives to Managed MPLS such as Managed SD-WAN and how these solutions might benefit the City.

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Response	
8.5	The City is moving to a more flexible work environment with some staff working from home or remote work sites for part of the work week. Please describe any solutions or strategies that can be used to provide a robust, secure working environment for City staff.
Response	

9. Value Add

Reference	Requirement
9.1	Please describe any loyalty/spend credits or programs that will be offered to the City.
Response	

Social Sustainability

INDIGENOUS PARTICIPATION

Do you have any business relationships, partnerships or joint-ventures with First Nations and/or Indigenous organizations? Y/N

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a. If yes, please describe in detail:

SUPPLY DIVERSITY

Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-contractors? Y/N

a. Please provide information on how you invest in economic development of small/social/diverse businesses as your suppliers or sub-contractors.

What % or \$ of work from this contract will be directed to sub-contractors that identify as social/diverse based on certification and/or ownership/control by equity seeking demographic?)

Category of Social Value Businesses (Majority owned/controlled/certified by)	# of Businesses	\$/% of contract	Name of the Businesses being Sub-contracted
Indigenous Peoples			
Women			
Ethno-cultural			
People with Disabilities			
LGBTQ2+			
Non-Profit/Charity (Social Enterprise)			
3C/CCC; Coop ; BCorp			
Other			

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EMPLOYMENT EQUITY & WORKFORCE DIVERSITY

EMPLOYMENT EQUITY

1. In addition to being an equal opportunity employer, please describe any policies/programs or how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities).

2. Do you regularly conduct an employee equity “survey” or similar information/data collection on workforce diversity? Y/N
 - a. Please describe how you track/monitor your workforce diversity, including frequency.

3. Do you source/hire from Workforce Development and/or Skill Training programs, including pre-employment support, apprenticeships or ongoing employment support, for people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, Women, youth, Minorities, People with Disabilities including mental health)? Y/N
 - a. Please describe and/or use the table below.

Category of Partnership Organizations	Name of the Partnership Organization(s)	# of staff (if applicable)
Indigenous Peoples		
Women		
Ethno-Cultural Peoples		
People with Disabilities		
LGBTQ2+		
Youth/Seniors		
Other		

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4. Do you specifically support equity-seeking demographics in training for career advancement and/or skills development?
 - a. If yes, please describe

5. Do you compensate at or above a Living Wage (currently \$20.91/hr) Y/N
 Do you provide non-mandatory benefits (i.e. extended health) to your employees? Y/N, if yes, please describe

WORKFORCE DIVERSITY

Vendors' are required to answer to the following question, which is for information gathering purposes only, and will be kept confidential in accordance with the Legal Terms and Conditions.

As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, [diversity, inclusion](#) and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). *Confidential & for information only*

<u>Overall Workforce Diversity:</u>	<u>Leadership/Management/Executive Workforce Diversity:</u>
% Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate	% Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate
<u>If you choose not to respond please indicate why:</u> <input type="checkbox"/> <u>Do not track this information</u> <input type="checkbox"/> <u>Do not want to share this information</u>	

Environmental Sustainability

ENVIRONMENTAL OPERATIONS

City of Vancouver is committed to being the Greenest City and values the environmental impact and sustainability of proponents in addition to the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases)

1. For the following, please indicate those you track and/or report

	<i>Track</i>	<i>Report</i>
<u>GHG Emissions</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Energy usage</u>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Water usage</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Any hazardous/toxic air or water emissions</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Generation/recycling/reduction of solid waste</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Generation/recycling/reduction of hazardous</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Other</i>	<input type="checkbox"/>	<input type="checkbox"/>

- a. If reporting, please indicate to whom or where
- Government(s)/Agencies*
 - Industry Association(s) ie. "industry-wide [environmental product declaration](#)"*
 - [CDP](#)
 - Global certification system ie. [World Business Council for Sustainable Development](#)*

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Other(s) ie. Concrete Sustainability Council

b. Do you request/require your supply chain to track and report any of the above? Y/N, explain

2. *Has your company achieved (or is it committed to) any of the following activities? Check all that apply and provide details/targets/goals*

- Increase [renewable energy](#) sources and/or reduce the company's overall energy usage
- Reduced carbon use, GHG emissions or use of ozone depleting substances
- Implemented initiatives to reduce waste at the source or divert the waste from landfills/incineration
- Recycled water or other water recovery systems to reduce the use of potable water
- Responsibly dispose of all hazardous waste generated from production.
- [2030 Sustainable Development Goals of the United Nations](#)
- Other: include an explanation of any on-going efforts or plans that the vendors has, or has taken to address climate change and their environmental impact

Please provide details, including involvement of suppliers/sub-contractors:

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APPENDIX 3 - COMMERCIAL PROPOSAL

Complete the separate file attachment, PS20210647 - Appendix 3 - Commercial Proposal.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

By colouring in this box, the Proponent hereby confirms that the Commercial Proposal is based on the payment of wages to employees of the Proponent and Subcontractors that comply with the City's Living Wage Policy.

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APPENDIX 4
PROPONENT'S REFERENCES

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	

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Type of Goods and/or Services provided to this Client	
---	--

Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

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APPENDIX 5

INSURANCE REQUIREMENTS AND CERTIFICATE

1. Throughout the term of the Agreement and at Supplier's sole expense, the Supplier shall obtain and maintain the following insurance coverage:

(a) **Commercial General Liability Insurance**

Commercial general liability insurance with coverage of not less than Five Million Dollars (\$5,000,000) per occurrence and at least Five Million Dollars (\$5,000,000) of annual aggregate or other such amounts the City may approve from time to time, protecting the Supplier and Supplier's personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, or property damage or loss arising out of the operations of the Supplier or the actions of the Supplier or Supplier's personnel. The policy must:

- (i) name the City and the City's officials, employees and agents as additional insureds;
- (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;
- (iii) include blanket contractual liability coverage; and
- (iv) Include non-owned auto liability coverage.

(b) **Professional Liability Insurance**

Professional (errors and omissions) liability insurance policy with limits of not less than Two Million Dollars (\$2,000,000) per claim and not less than Five Million Dollars (\$5,000,000) in aggregate protecting the Supplier against all claims for loss or damage arising out of any error or omission of the Supplier or the Supplier's personnel in the performance of the Supply. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Supply. Should the Supplier not carry or is unable to reasonably obtain professional liability insurance, the Supplier shall ensure their subcontractors carry and maintain the required minimum limits and coverage outlined in this section and continue to comply to Section 4 of this Schedule.

(c) **Technology Errors & Omissions And Cyber Liability Insurance**

Technology error & omissions and cyber liability insurance with policy limits of not less than Ten Million Dollars (\$10,000,000) per claim and an aggregate of not less than Ten Million Dollars (\$10,000,000), protecting the Supplier and Supplier's personnel against claims such as, data security and privacy liability, PCI-DSS breach, network interruption, event management, cyber extortion and media content. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Supply.

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(d) **Automobile Liability Insurance**

Automobile liability insurance on all licensed vehicle owned or leased to the Supplier with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence or other such amount as the City may approve from time to time protecting against damages arising from bodily injury including death, and from claims for property damage arising from the operations of the Supplier or the Supplier's personnel.

(e) **Property Insurance**

All-risk property insurance on property, equipment, and stock to its full replacement value that is owned by the Supplier, in the Supplier's possession, or for which the Supplier is legally liable, or provided by or on behalf of the Supplier during the course of Supply including, without limitation, storage, transit, installation, testing and commissioning. This insurance must include a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

(f) **Workers' Compensation & Employers Liability**

Worker's compensation insurance with statutory limits as applicable, and employer's liability insurance not less than One Million Dollars (\$1,000,000) per accident for bodily injury by accident and One Million Dollars (\$1,000,000) per employee for bodily injury by disease. This shall cover all Supplier employees who are engaged in any work performed under this Agreement.

2. **Required Policy Terms.** All required insurance policies will remain in full force and effect at all times until completion of the Supply or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;
- (b) be primary insurance in respect to liability arising out of the operation of Supplier, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the insurer or their authorized representative giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

3. **Insurance Certificate.** Prior to signing this Agreement, Supplier shall have provided, or shall provide, the City with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance in form and substance satisfactory to the City. The certificate(s) of Insurance will identify the Agreement title, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period and insurer limits. Proof of

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insurance, in the form of such certificate(s) of insurance, will be made available to the City at any time during the performance of the Services immediately upon request.

4. **Subcontractor Insurance.** The Supplier shall ensure that any subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil. In addition, all subcontractors performing physical work at a site shall also be required to maintain an all-risk equipment insurance for property owned or rented by a subcontractor or its personnel against all risks of loss or damage with coverage sufficient to allow for immediate replacement. This insurance must include a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.
5. **Insurance Requirements Additional To Any Other Requirements.** Supplier will, and will cause its subcontractors to, provide, at its own cost, any additional insurance which is required by law to provide or other lines of insurance coverages, endorsements, or increased limits of insurance as reasonably deemed necessary by the City and that a reasonable and prudent supplier of similar goods and services would require to protect their operations or performance of services similar to the Supply.
6. **Insurance Requirements Independent of Additional Obligations.** Neither the providing of insurance by Supplier in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve Supplier from any other provisions of this Agreement with respect to liability of Supplier or otherwise under the Agreement.



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER**

Section 2 through 8 – to be completed and executed 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/have been issued to the Named Insured and is/are in full force and effect.
2. **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 DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____	Insured Values (Replacement Cost) -	
TYPE OF COVERAGE _____	Building and Tenants' Improvements	\$ _____
POLICY NUMBER _____	Contents and Equipment	\$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss	\$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
 Including the following extensions:

<input checked="" type="checkbox"/> Personal Injury	INSURER _____	
<input checked="" type="checkbox"/> Property Damage including Loss of Use	POLICY NUMBER _____	
<input checked="" type="checkbox"/> Products and Completed Operations	POLICY PERIOD _____	From _____ to _____
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest	Limits of Liability (Bodily Injury and Property Damage Inclusive) -	
<input checked="" type="checkbox"/> Employees as Additional Insureds	Per Occurrence	\$ _____
<input checked="" type="checkbox"/> Blanket Contractual Liability	Aggregate	\$ _____
<input checked="" type="checkbox"/> Non-Owned Auto Liability	All Risk Tenants' Legal Liability	\$ _____
	Deductible Per Occurrence	\$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	Limits of Liability -	
POLICY NUMBER _____	Combined Single Limit	\$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>	

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence	\$ _____
POLICY NUMBER _____	Aggregate	\$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention	\$ _____

7. **PROFESSIONAL LIABILITY INSURANCE** **Limits of Liability**

INSURER _____	Per Occurrence/Claim	\$ _____
POLICY NUMBER _____	Aggregate	\$ _____
POLICY PERIOD From _____ to _____	Deductible Per Occurrence/Claim	\$ _____

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE** **Limits of Liability**

TYPE OF INSURANCE _____	Per Occurrence	\$ _____
INSURER _____	Aggregate	\$ _____
POLICY NUMBER _____	Deductible Per Loss	\$ _____
POLICY PERIOD From _____ to _____	Limits of Liability	
TYPE OF INSURANCE _____	Per Occurrence	\$ _____
INSURER _____	Aggregate	\$ _____
POLICY NUMBER _____	Deductible Per Loss	\$ _____
POLICY PERIOD From _____ to _____		

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

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APPENDIX 6

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <<https://policy.vancouver.ca/AF01401P1.pdf>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of _____ (*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____ (*vendor name*).

Signature: _____

Name and Title: _____

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APPENDIX 7

PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20210647

Title: Provision of Wireline Services

With the provision of my signature at the foot of this statement I, _____
_____ (Print Name)

consent to the indirect collection from _____
_____ (Print Name of Proponent) of my

personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

Signature

Date

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APPENDIX 8
SUBCONTRACTORS

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.	
The Subcontractor's Relevant Experience (identify at least three similar projects within	1. Project Name:	
	Client:	

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the last five years, including the client)	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

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APPENDIX 9

PROPOSED AMENDMENTS TO FORM OF AGREEMENT

Intentionally deleted

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APPENDIX 10

CONFLICTS; COLLUSION; LOBBYING

Complete this APPENDIX 10 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

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APPENDIX 11

PROOF OF WORKSAFEBC REGISTRATION

Attached as APPENDIX 11 to this Form of Proposal proof of valid WorkSafeBC registration.

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PART D

PART D
FORM OF AGREEMENT

The City reserves the right to determine an appropriate form of agreement, with usual City terms and conditions in agreements similar to the one contemplated in this RFP, to be used as a starting point in discussions with one or more proponents. The City will also consider, but will not be bound to use, a form of agreement that a proponent may propose as a starting point.