



REQUEST FOR PROPOSAL NO.PS08009

ENTERPRISE EMAIL ARCHIVING SOLUTION

Proposals will be received in the Courier Delivery Drop-off Office, 1st Floor, Vancouver City Hall, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 prior to 3:00:00 P.M. City Hall Clock Time (as defined in Note 2 below) on Tuesday, February 26, 2008 (the “Closing Time”) and registered at 11:00:00 A.M. on Wednesday, February 27, 2008.

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 will be conclusively deemed to be the time shown on the clock used by the City’s Security Office for this purpose.
3. DO NOT SUBMIT BY FAX.

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

**Linda Woyce
Buyer**

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

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**REQUEST FOR PROPOSAL NO. PS08009
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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 provide an Enterprise Email Archiving Solution as set out herein for the Vancouver Police Department (“the VPD”).
- 1.2 A Proponents’ information meeting (the “Information Meeting”) will be held:
- Date: Tuesday, February 5, 2008
- Time: 10:00 AM PST
- Location: City of Vancouver - Purchasing Board Room
City Square - East Tower
Office 320 - 555 West 12th Avenue
Vancouver, BC
- 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 pre-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 pre-register for the Proponents’ Information Meeting by submitting an Information Meeting Attendance Form (Appendix 5) by fax to (604) 873-7057 or e-mail to purchasing@vancouver.ca by 3:00 p.m. on Friday, February 1, 2008.
- 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 Following the Proponents’ Information Meeting, all prospective proponents who still intend to submit Proposals are to complete and then submit the Response Notification Form (Appendix 4) by fax to (604) 873-7057 or e-mail to purchasing@vancouver.ca on or before February 15, 2008.
- 1.7 Qualified and experienced Proponents are invited to submit Proposals and the VPD will consider Proposals from those Proponents who are able to meet all the Requirements as set out herein. Although seeking to consolidate the award to one vendor, the VPD may split the award for any of the requirements among one or more Proponents within each of the service categories to meet the VPD’s business needs. However, 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 VPD expects to enter into a Form of Agreement with the successful Proponent(s) for the services outlined within.

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1.8 Key dates to be noted are:

Event	Dates
Release of RFP	January 23, 2008
Deadline for submission of Information Meeting Attendance Form	February 1, 2008
Proponent's Information Meeting	February 5, 2008
Deadline for submission of Response Notification Form	February 15, 2008
Deadline for Inquiries	February 21, 2008
RFP Closing	February 26, 2008

2.0 Background

2.1 The Vancouver Police Department, Information Technology Section, provides corporate information systems and communications to the VPD. One of the services that has been identified as a critical application for routine business and interaction with the public and other police agencies is email.

Services provided by the Information Technology Section include:

- a) systems implementation, development and maintenance, project management, and programming
- b) technical support and maintenance of information technology infrastructure
- c) operation of computers, networks, and systems
- d) end-user application support, centralized help-desk, desktop management
- e) mail distribution
- f) printing services

2.2 The Vancouver Police Department network consists of approximately 1,800 staff using approximately 1,200 Windows XP SP2 computers. The majority of the computers are fibre connected with approximately 40 at branch offices using a variety of ADSL and SDSL connections. The email system is running Microsoft Exchange 2003 and has 2200 email accounts in the system. There is currently 1 (one) Microsoft Exchange Bridgehead server and 1 (one) Microsoft Exchange 2003 Enterprise server that contains all mailboxes in 4 mailbox stores. The VPD does not have an Email Archiving solution in place.

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PART A - INTRODUCTION

3.0 Purpose

- 3.1 The Vancouver Police Department, Information Technology Section is seeking an Email Archiving solution that will assist the VPD in managing their email space usage as well as store all emails for a specified period of time for auditing purposes.

4.0 Scope

- 4.1 The Email Archiving solution must operate on a Windows 2003 R2 server installed on the VPD's closed internal network. The solution must work with Microsoft Exchange 2003 Enterprise.
- 4.2 The solution must be able to work with Microsoft Outlook 2003 and Microsoft Outlook 2007.
- 4.3 The solution must log all incoming and outgoing messages that are sent throughout the day, including situations where users are cc or bcc.
- 4.4 The solution must index all the mail to provide for easy keyword searching for the end users.
- 4.5 The solution must have a method of classifying email so end users can decide the type of email received and the retention period associated with that type of mail. The solution must be able to set different retention periods on mail as decided upon by their classification. The solution must be able to auto delete email after the set retention period expires.
- 4.6 The solution must be able to shrink mailboxes using some method such as stub files on the exchange server. This ability to shrink mailboxes must be able to be triggered using different policies such as length of time since a message has been last accessed, and the size of message.
- 4.7 The solution must have the ability to extract out emails that are spam or contain a virus.
- 4.8 The solution must use Global Single Instance Storage.
- 4.9 The solution must not use more than 20% of an email server's resource. The solution should provide additional functionality without decreasing the performance of the systems primary role. Journaling is not currently activated so if it is required this must count towards the performance impact.
- 4.10 The solution must come with a PST auto import utility to eliminate all PST's currently in use in the VPD network. PST's should be identifiable to a user and imported into the archive. Users should also be prevented from creating new PST's.
- 4.11 The solution must come with Reporting tools to track archive usage such as how much email data is archived, where it's archived, and what it contains.

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PART A - INTRODUCTION

- 4.12 The solution must include tools for Forensic Auditing to extract emails based on keywords for court disclosure.
- 4.13 The solution must be able to restrict access to users who can search across mailboxes and log their activity.
- 4.14 The solution must be able to backup the archive or include redundancy to protect it against archive corruption or failure.
- 4.15 The solution must be able to archive in real-time, or be implemented such that a complete pass finishes within 24 hours.
- 4.16 It would be desirable if the archives were accessible from a Blackberry using Blackberry Enterprise Server 4.1 or newer.
- 4.17 It would be desirable if the solution can also provide disaster recovery capabilities at an off-site location.
- 4.18 It would be desirable if the solution is compatible with a back-end Hierarchical Storage Management solution.
- 4.19 It would be desirable if the solution is able to export the Forensic Data in a “nice” compact format that is pre-indexed for forensic auditors.
- 4.20 It would be desirable if the solution does not require a client plug-in to be installed on the end-user’s computers in order to interface with Outlook. If a client is required, it must be able to be pushed out to end users using Active Directory Group Policy.
- 4.21 It would be desirable if the solution is able to set retention periods based on Active Directory Users and Groups.
- 4.22 It would be desirable if the solution is compatible with Outlook Web Access.
- 4.23 It would be desirable if the solution includes a web interface into the archive for ease of management.
- 4.24 It would be desirable if the solution is able to index and archive other data types such as NTFS file volumes.

5.0 Evaluation Committee

- 5.1 An Evaluation Committee will be established to review, collaborate, conduct trials, and evaluate RFP submissions.

6.0 Requirements

- 6.1 In support of the objectives as outlined above, the VPD has identified specific Requirements within Schedule ‘A’ of this RFP, to which the Proponent should offer its solution.

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6.2 The VPD may revise its current practice based on the Proponent's recommendations. The Proponent will be expected to take professional responsibility for the recommendations made and will need to do sufficient review to make clear recommendations.

7.0 Insurance

7.1 The Proponent is requested to review and ensure that they fully understand and have the ability to meet the City of Vancouver's ("the City") insurance requirements as outlined within Schedule C - Special Conditions.

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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 Prior to the deadline please indicate whether or not you will be submitting a Proposal prior to the Closing Time by sending the Response Notification Form (Appendix 4).
- 1.2 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.
- 1.3 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 Materials 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. If required, an addendum will be issued to all registered Proponents and posted on the City's website as noted in item 1.2 above.

3.0 Contract Requirements - Agreement

- 3.1 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.

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 vendor may also want to indicate if there is a pricing benefit by combining one or more of these options in Schedule B - Pricing.

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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 **six (6) 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 Department, 2nd Floor, City Hall, 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.

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7.0 Format of Proposal

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 Proponent's 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 Bid and Performance Security

No Bid Security is required

9.0 Conflict of Interest/Solicitation

9.1 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.

9.2 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.

9.3 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.

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10.0 Opening of Proposals

- 10.1 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 will be opened on the closing date.
 - b) Upon completion of Proposal evaluation, the salient features of each Proposal and the recommended Proposal will be summarized and reported on to the City's Council.

11.0 Evaluation of Proposals

- 11.1 Proposals will be evaluated by an Evaluation Committee as referenced in Part A - Section 5.0 and representatives of the Vancouver Police Department on the basis of the overall best value to the VPD, 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; and
 - g) any other criteria set out in the RFP or otherwise reasonably considered relevant.
 - h) Compliance with all City Insurance requirements.
- 11.2 The Steering Committee 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.
- 11.3 Samples of items, when required, should be submitted within the time specified and must be supplied at no expense to the City. If not destroyed in testing, they will be returned at the Proponent's request and expense.
- 11.4 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.
- 11.5 Preference may be given to Proposals offering environmentally beneficial products or services.

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PART B - INSTRUCTIONS TO PROPONENTS**

12.0 Deviation from Requirements or Conditions

12.1 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.

13.0 Proposal Approval

13.1 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.

13.2 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.

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

14.0 Quantities - Intentionally Omitted

15.0 Brand Names

15.1 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

16.0 Alternate Solutions

16.1 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.

17.0 Environmental Responsibility - Intentionally Omitted

18.0 Freedom of Information and Protection of Privacy Act

18.1 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.

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PART B - INSTRUCTIONS TO PROPONENTS**

19.0 Confidentiality

- 19.1 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.
- 19.2 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 Materials Management.

20.0 Advertising

- 20.1 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.

21.0 Special Conditions

- 21.1 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.

22.0 Non-Resident Withholding Tax

- 22.1 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 Customs and Revenue Agency (CCRA) at least 30 days before commencing the service.

23.0 Legal Terms and Conditions

- 23.1 No part of Part A - Introduction, this Part B - Instructions to Proponents nor Part C - Special Conditions 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.

24.0 No Promotion of Relationship

- 24.1 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 - SPECIAL CONDITIONS**

1.0 Insurance Requirements

1.1 Insurance

1.1.1 The Proponent covenants to obtain at its own expense before commencing work on the Services under this Agreement:

(a) a Comprehensive General Liability insurance policy with limits of not less than Two Million (\$2,000,000) Dollars per occurrence, and a deductible of not more than Two Thousand Five Hundred (\$2,500) Dollars, protecting the Proponent against all claims for personal injury, death, bodily injury or property damage arising out of the operation of the Proponent or the actions of the Proponent, its employees, agents or subcontractors. The policy shall contain a cross liability clause in favour of the City of Vancouver and shall name the City, its officials, employees and agents as additional insured.

1.1.2 All foregoing insurance policies shall remain in full force and effect at all times during the term of this Agreement and for a period of not less than two (2) years following the completion of the Services and shall:

(a) be obtained and issued by insurance companies authorized to carry on business in the Province of British Columbia, on terms satisfactory to the City's Director of Risk Management;

(b) be primary insurance as it respects the City and any insurance or self-insurance maintained by the City shall be in excess of this insurance and shall not contribute to it;

(c) contain a provision that coverages afforded will not be suspended, voided, reduced or materially altered or changed without the insurance company(s) giving at least thirty (30) days' prior written notice by registered mail to the City;

(d) contain a clause that waives the insurer's right of subrogation against the City or its officers, employees, servants or agents.

1.1.3 Prior to commencement of the Agreement, the Proponent shall provide evidence of all required insurance to be taken out in the form of a detailed certificate of insurance and the insurance certificate shall not contain any disclaimer whatsoever. If required by the City, the Proponent shall provide certified copies of the policies signed by the insurers.

1.2 If the Proponent hires a Sub-Contractor to perform any work related to the Services, the Proponent shall cause such Sub-Contractor to obtain Comprehensive General Liability Insurance to cover bodily injury including death and property damage and loss arising from the actions of the Sub-Contractor, its employees, agents or subcontractors, with a minimum limit of not less than Two Million (\$2,000,000) Dollars per occurrence and a deductible of not more than Two Thousand Five Hundred (\$2,500) Dollars. Such liability insurance shall include coverage of operations required for the

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contractor's work under this Agreement, including but not limited to excavation and blasting.

- 1.3 The Proponent is advised to refer to the Certificate of Insurance [Appendix 2]. This is the type of certificate that the City would require should the Proponent be selected as the successful Proponent.
- 1.4 Proponents are to submit with their Proposals a Certificate of Existing Insurance in the form set out in the attached Certificate of Existing Insurance [Appendix 3] as evidence of their existing insurance coverage. Appendix 2 may be amended where appropriate to add the types of insurance currently carried by the Proponent which are not explicitly referenced on the Certificate.

2.0 Workers' Compensation Board Coverage

- 2.1 The Proponent agrees that it shall procure and carry and pay for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Proponent agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Proponent. The City shall have the right to withhold payment under this contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract have been paid in full.
- 2.2 The Proponent shall provide the City with the Proponent's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Proponent is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this contract. The Proponent shall 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 unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

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PART D - 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 Materials Management Department,

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

1.0 Required Documents

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	Yes	

To be initialled at Proposal Opening:

Manager, Materials Management or designate

Witness

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 PART D - PROPOSAL FORM**

2.0 Compliance

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> Special Conditions			
<u>Part D</u> Proposal Form			

3.0 Required Proposal Documents

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
<u>Proposal Form</u>		
<u>Schedule A</u> Requirements		
<u>Schedule B</u> Pricing		
<u>Schedule C</u> Deviations and Variations		
<u>Schedule D</u> Sub-Contractors		

**REQUEST FOR PROPOSAL PS08009
ENTERPRISE EMAIL ARCHIVING SOLUTION
PART D - PROPOSAL FORM**

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 WCB registration number is _____, The Proponent warrants that it is in good standing as to all WCB 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 _____).

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.
- 4.4 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.
- 4.5 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. PS08009
ENTERPRISE EMAIL ARCHIVING SOLUTION
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. PS08009, 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. PS08009
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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,

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PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS

cease or modify its review, evaluation and negotiation process on any or all Proposals 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. PS08009
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- (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 - Materials 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].

7.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

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 .

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ENTERPRISE EMAIL ARCHIVING SOLUTION
PROPOSAL FORM - ATTACHMENT A - LEGAL TERMS AND CONDITIONS**

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. PS08009
 ENTERPRISE EMAIL ARCHIVING SOLUTION
 SCHEDULE A - REQUIREMENTS**

This Schedule identifies the Requirements to which the VPD 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 Key Requirements

The VPD 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.

Requirement	Complies (Yes or No)
Run on Windows 2003 server(s)	
Archive Exchange 2003 server(s)	
Work with Outlook 2003 and Outlook 2007	
Log ALL incoming and outgoing messages including users who are cc or bcc	
Index's all messages and attachments	
Is able to classify email to determine retention periods	
Is able to have different retention periods based on email classification	
Is able to auto-delete email that has passed its retention period	
Is able to shrink mailboxes by removing mail from the Exchange server and placing it in the archive.	
Is able to initiate the shrink process based on administrative policies	
Is able to extract email messages from the archive that contain spam or virus's	
Uses global instance storage	
Has a maximum of 20% hit on server resources	
Includes a PST auto-import utility	
Includes a Reporting tool to track archive usage	

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SCHEDULE A - REQUIREMENTS**

Includes forensic auditing tools	
Restrict access to users who can search across the archive and log those searches	
Is able to provide redundancy or a backup procedure to protect the archive from failure or corruption	
Have no client install, or client is able to be installed using Microsoft Active Directory Group Policy	

2.0 Schedule

2.1 The Proponent shall provide a flow chart or Gantt chart depicting the sequence and duration of each of the activities described in the Scope of work. The project is expected to be completed within six (6) months of the signing of the Form of Agreement.

3.0 Required System Information

3.1 Required System Information

a) Explicit Description

State explicitly how you will be proposing your solution:

- Email Archiving and PST migration
- Both as one product suite
- Both as separate products

b) Summary Description

Provide a summary/overview of your software solution and explain what specific features make it better than the competition. If any part of your proposal requires customization outside of the normal set up, please provide details.

3.2 Enterprise Email Archiving Solution Process

a) Description

Describe your Enterprise Email Archiving Solution process.

b) Archiving

- Please provide detailed information on the following:
 - How and when does the system archive mail
 - What kind of performance hit is there on server resources
 - What kind of storage does the archive sit in (SQL Server, DB2, file based, etc), what kind of scalability is included, and is it compatible with a back-end HSM System.
 - When and where does the system index the mail

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SCHEDULE A - REQUIREMENTS

- How does the software interface with Outlook and does it require a client to be installed on end-users workstations
 - Can the software index 3rd party attachments, and if so please identify the document types supported (such as pdf, doc, xls, or ppt).
 - Details should specifically include your software's ability to capture all mail received and sent from the Exchange servers, as well if it has any provisions built-in for disaster recovery.
 - Please address the following archiving details:
 - When are policies able to be triggered
 - Please include details for the specific triggering of a process which would shrink a mailbox when it hits a size threshold, or receives an attachment over a specified size limit.
 - What PST import utilities are included and how is that data stored in the archive.
 - Known restrictions or other limitations of archiving filters
- c) **Retention Policies**
Please Provide detailed information on the following
- What policies come pre-defined with the product
 - What types of policies can be defined by the system administrator
 - Different retention times based on user feedback
 - Please specify how these difference retention policies are enforced. For example if mail stored in a certain administrator defined folder can get stored for a longer timeframe than mail that is stored in the Inbox.
 - How spam and virus's are removed from the archive
 - What processes are required to remove mail that has expired
- d) **Monitoring**
Please provide detailed information on the following:
- Ability to monitor and report on the archive
 - What reports are built-in and if custom reports are able to be generated
- e) **Searching**
Please provide detailed information on the following:
- How a user can search through the archive for their archived content
 - What search criteria are acceptable, such as regular expressions, the uses of AND, OR, and other criteria
- f) **Forensics**
Please provide detailed information on the following:
- What tools are included to allow IT Security or Corporate Security the ability to search across mailboxes for keywords within timeframes
 - What logging is in place to see who has completed this forensic searching
 - What reporting tools are in place to export the forensic data and are these tools and reports customizable.
- g) **Backup**
Please provide detailed information on the following
- What provisions are included for backing up the archive
 - What steps are required to restore the archive in case of failure

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SCHEDULE A - REQUIREMENTS**

- h) **Features**
State any additional features of your product/solution
- i) **Security**
- Describe the levels of system security access.
 - Can you delegate security access to different organizational levels
 - Can you delegate who can search your archive
 - Can you delegate who can search across the entire archive?
 - Can you delegate who can export forensic data
 - Can you delegate reporting access?

4.0 Software/Hardware Information

4.1 Base Package

The base software/hardware package proposed must be part of the Proponent's current release. The Proponent must provide the following information on the proposed software/hardware (if the software/hardware has more than one module with different information, the Proponent must provide this information for each module):

- Package/module name
- Release/product number
- Date written/date released for sale
- Country of origin
- Proprietary ownership, if not the Proponent
- Date and description of last upgrade
- Expected new version release
- Description of other proprietary software required operating the proposed package/module
- The release/version(s) of the operating system and other system(s) software under which the package operates
- Date of the future release that will support functionality currently not available

4.2 License Requirements

The Vancouver Police Department with the City of Vancouver, its service units and agencies requires a one-time, irrevocable license for the delivered software. Provide confirmation of this requirement and any other pertinent information regarding proprietary rights. Detail exactly what products and services are included in the license.

- a) **Software license details**

Explain how your software is licensed (i.e. concurrent, server, floating etc.)

- b) **Third party licensing**

The Proponent must undertake to act on behalf of the Vancouver Police Department in respect to any third party licensing required for the proposed software. Describe any third party licenses that are part of this Proposal.

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SCHEDULE A - REQUIREMENTS**

5.0 Demonstration of the software

5.1 Demonstration

The proponent may be required to provide a 30-day obligation and cost free demonstration of their software to the Vancouver Police Department. The demonstration will include full vendor and technical support.

5.2 Skilled Staff

The Proponent must make available the appropriately skilled staff as required during the evaluation period.

6.0 Implementation Requirements

6.1 General

The proponents should include an implementation and systems acceptance plan as part of their submission. This would be necessary if the Vancouver Police Department decides to have the vendor install and test the hardware and software solution.

6.2 It is expected that the Proponent will utilize a proven methodology in their approach to implementation. In addition to Proponent's approach to implementation, Proponent's understanding of the importance of their commitment and cooperation as key elements in establishing a long term partnership, as well as the Proponent's experience and proven ability to carry out the implementation will be weighted based on current clients' references.

6.3 The Proponent must commit to provide all necessary assistance to the Vancouver Police Department to implement the system.

6.4 Implementation Strategy

The Proponent is required to submit an implementation strategy based on the following options:

- Direct implementation
- Phased implementation
- Staged implementation
- Partial parallel

The recommended approach may be a combination of any of the above approaches. The Proponent should also factor in the impact of regular and/or unscheduled upgrades or major releases during the proposed implementation plan.

6.5 Implementation Plan & Schedule

a) The Vancouver Police Department has estimated a three-month implementation period (from contract signing). However, the Vancouver Police Department would like to consider a reduced implementation duration, based on the Proponent's plan.

c) As the Proponent is being used as an expert, submit a recommended implementation plan based on experience with comparable projects.

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6.6 User Groups

Identify if User Groups are active for your software, how long they have been in existence, and when they meet. Identify the Proponent's policy on these User Groups and how feedback is received.

6.7 Training

a) Training Plan

- Proponents must present a training plan indicating the level of training and duration that is synchronized with the overall software implementation plan and includes System Support Training whereby staff familiar in application development and support at the program level may provide technical support.

b) Training location

Identification of training locations and frequency of training programs.

6.8 System Acceptance

The City may request to perform a System Acceptance through the following tests but not limited:

- a) The contract will specify that each functional suite will undergo a rigorous acceptance testing before being placed into production. Upon the acceptance testing of the last functional suite, System Acceptance Testing will be conducted.
- b) The System Acceptance Testing may include but not be limited to:
 - **Integration Test:** to confirm that the delivered software fully performs on the hardware and operating system configuration, and it is fully integrated on City of Vancouver network;
 - **Functional Test:** to confirm that the delivered software meets the functional requirements agreed upon in the contract.
 - **Performance Test:** to confirm that the delivered software meets the performance and technical requirements agreed upon in the contract.
- c) The acceptance testing periods will be mutually agreed upon with the Proponent, and will be part of the Implementation Plan.
- d) The contract will specify that the payment terms and conditions be tied to the successful acceptance of the major modules.
- e) The contract will specify that System Acceptance also include the following:
 - All education and training as agreed upon in the contract has been completed to the satisfaction of the Vancouver Police Department.
 - All system documentation, as agreed upon in the contract, has been delivered to the Vancouver Police Department.

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- f) The contract will specify that failure of the successful Proponent to correct an error shall be deemed to be a total failure, and the Vancouver Police Department, at its option, may terminate the Agreement.

6.9 Additional Information

- a) Documentation

The successful Proponent will be required to provide all necessary documentation required to operate and maintain the system. As part of the response to this RFP, confirm what of the following, including number of copies, would be delivered as part of the documentation package; and what would be delivered for an additional cost:

- Technical documentation including program listings
- Operating procedures
- User procedures
- Comprehensive and readable explanations of system-generated error messages
- Documentation of all system/program modifications and/or customization
- Technical newsletters
- Other

- b) Copies

Describe Proponent's policy regarding the Vancouver Police Department making copies of the delivered documentation.

- c) Documentation list

Provide a list of the documentation that is provided and include a sampling for review.

- d) Assistance of Proponent

The Proponents are required to identify, quantify, and qualify the staff to be involved with the proposed implementation, including the type of tasks/activities and time duration involved, and the reporting structure. The Proponents must also guarantee that they will ensure staff continuity over the duration of implementation, and that any unavoidable staff replacement will have no negative impact on the approved implementation schedule.

7.0 Maintenance and Support Requirements

7.1 On-going Support

The Proponent must be able to provide on-going maintenance and support to the installed system. This would include any third party software and hardware that may be a part of the delivered system.

7.2 Maintenance and Support Plans

- a) Maintenance

Provide full details on service types and levels, location of support facilities,

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problem resolution and escalation procedures, and committed response times to client requests.

b) Hot-line support

Describe the facilities, hours available, level of support and response time standards.

c) Local support

Describe the availability of local or on-site support including the support organization for British Columbia (number of support staff, experience).

d) Upgrade and update policy

Provide details regarding the frequency, availability, distribution, installation and documentation of system upgrades and updates. Provide information on Proponent policy regarding temporary fixes.

e) Upgrade and update releases

Provide the date(s) and scope of upgrades and updates released in the last two years.

f) Previous version support

Provide length of time the Proponent will support superseded versions of the system.

g) Vancouver Police Department support

Using comparable client sites as a reference, provide the numbers of Vancouver Police Department technical staff and related skill levels that would be required to operate and support the production system.

h) Client suggestions

Describe Proponent policy regarding suggestions for improvements made by clients.

8.0 Technical Requirements

8.1 Provide your technical requirements to operate your software/hardware solution(s):

- Hardware/Software
- Operating System
- Databases
- Client requirements (hardware, memory, software including any restrictions)

9.0 General Requirements

In support of the factors as outlined within this RFP, the VPD has identified key desirable requirements which the Proponent should, but not be limited to addressing within its Proposal.

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SCHEDULE A - REQUIREMENTS**

Should there be insufficient space to address the respective elements, the Proponent may respond on a separate sheet, using the same sequence as included herein.

- 9.1 Describe the proposed methodology that would be employed in conducting this project.
- 9.2 Outline the Proponent's proposed work plan and timeline in order to meet the desired completion date as outlined in Part A, 1.3
- 9.3 State your availability to work with VPD representative throughout this Project.

10.0 Value Added Services

Describe any additional benefits to this process other than those described in Section 2.0. Unless otherwise specified it will be assumed there will be no additional charge for these services.

11.0 Product Roadmap

Describe how the current version will interoperate with Exchange 2007 and Windows 2008. Describe any planned future versions, their anticipated feature set, and with which platforms they will operate.

12.0 Proponent Information

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 VPD, and references. All are important factors on which the Proponent will be evaluated. Proponents are to address, at a minimum, the following elements.

12.1 Company Profile

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

12.2 Experience

State the Proponent's experience in dealing with similar relevant projects during the last three (3) years which are comparable to the work required for this project, including cost and date of your assignment (Attach resumes detailing relevant experience for all members of the Proponent's team).

12.3 Key Personnel

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

12.4 Client List

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

**REQUEST FOR PROPOSAL NO. PS08009
ENTERPRISE EMAIL ARCHIVING SOLUTION
SCHEDULE A - REQUIREMENTS**

13.0 References

- 13.1 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 VPD contacting these references, and consents to the VPD also contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

- 13.2 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. PS08009
ENTERPRISE EMAIL ARCHIVING SOLUTION
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 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.
- 1.4 The schedule of costs will be considered as an upset limit inclusive of all Work and Materials to complete the Scope of work outlined herein.
- 1.4 As a minimum, the following rates (unit or lump sum) shall be specified and shall be inclusive of all bidder mark up:
 - Personnel (rate per person per hour and state anticipated number of hours required for this project);
 - Hourly price to provide field services.
- 1.5 The proposed work shall be broken down into tasks. Each task shall include hours for each team member assigned to complete the task. Include the total for each task and highlight any out of town travel expenses if applicable.
- 1.6 The estimated time dedicated to each activity in the work program for each team member, as well as the total estimated fees and disbursements for each work item.
- 1.7 A fixed fee, inclusive of all disbursements, for each project task identified in the work program as well as an overall fixed fee, inclusive of all disbursements, for the entire project
- 1.8 Describe all disbursements and include a maximum amount for each.
- 1.9 A description of all costs associated with Sub-Contractors.
- 1.10 Description of all costs, organized as above, for any additional proposed scope of work related to this project.
- 1.11 Expenses such as travel etc. should be shown separately.
- 1.12 Pricing shall be held for an irrevocable period of 90 days.
- 1.13 Module Costs -- all unit and module costs for products and services and optional services shall be itemized. A per diem rate for services shall be stated, if applicable.
- 1.14 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.

**REQUEST FOR PROPOSAL NO. PS08009
ENTERPRISE EMAIL ARCHIVING SOLUTION
SCHEDULE B - PRICING**

2.0 Discounts

2.1 Discounts must be itemized separately, where applicable, and reflected in the summary quotations.

3.0 Third Party

3.1 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.

4.0 Reference Numbers

4.1 Where applicable, use the reference numbers contained in this RFP to ascribe specific costs requested. State customization costs associated with items identified as musts.

5.0 Minimal Customization

5.1 It is the City of Vancouver's intent to purchase a software package that requires as little customization/modification as possible. The City of Vancouver reserves the right not to purchase all the requirements identified as mandatory or desirables as part of the final package.

6.0 Cost Schedule - Expansion

6.1 Proponents shall prepare a schedule for system expansion, in cost effective increments.

7.0 License Fee

- a) State the price of the license fee, including the application source code by client machine.
- b) Identify the licensing cost for one year and each additional year for a total of 3 years based on 2,500 users.
- c) Itemize by module, based on a 2,500-user base.
- d) Identify if there is a possibility to obtain a site license or unlimited user licensing or where large volume discounts may be applicable.

7.1 Product inclusion

Describe what products and services are covered in the licence.

7.2 One Time Costs

- a) Application software

Additional One-Time Application Software Costs - Provide the total, and breakdown by specific requirement and software module, of the costs in addition to the basic software licence that will be incurred to meet the proposed MUST functional requirements described in Section 3.

- b) Miscellaneous

**REQUEST FOR PROPOSAL NO. PS08009
ENTERPRISE EMAIL ARCHIVING SOLUTION
SCHEDULE B - PRICING**

Other One-Time Costs - Provide any other one-time costs, by total and detail that are unique to your proposal.

7.3 On-going Costs

On-going Costs - Provide the total, and breakdown by stated requirements, of the costs that will be incurred to meet the maintenance and support requirements described in the Maintenance and Support Section of this RFP on an annual basis for a five-year period from the recommended start date of system implementation.

7.4 Per Diem Rates

- a) Training program
Provide the rates for the training programs offered by your company on an ongoing basis.

**REQUEST FOR PROPOSAL NO. PS08009
 ENTERPRISE EMAIL ARCHIVING SOLUTION
 SCHEDULE B - PRICING**

8.0 Schedule of Rates

8.1 The Proponent's cost schedule shall contain as a minimum the following items:

	Hourly Rates	Extended Amount
Software		\$
Hardware		\$
Installation - vendor installation.		\$
Installation - City of Vancouver installation. - Cost for vendor and technical support to the City of Vancouver		\$
Training (specify and include per diem rates)		\$
Support		\$
License fees (including upgrades and updates)		\$
Customization		\$
One-Time costs (provide details)		\$
On-going costs (provide details)		\$
Consulting fees (specify and include the number of hours and rate per hour)		\$
Other/Miscellaneous (provide details)		\$
Discounts (provide details)		\$
Modules		\$
Maintenance		\$
TOTAL		\$

**REQUEST FOR PROPOSAL NO. PS08009
ENTERPRISE EMAIL ARCHIVING SOLUTION
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. PS08009
ENTERPRISE EMAIL ARCHIVING SOLUTION
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

THIS AGREEMENT dated (, 2006)

BETWEEN:

THE CITY OF VANCOUVER, a municipal corporation continued under the Vancouver Charter and having an office at 453 West 12th Avenue, Vancouver, British Columbia V5Y 1V4

(the "City")

AND:

(herein called the "Contractor")

BACKGROUND:

- A. Pursuant to the Request for Proposal, No. PS08009 (the "RFP") the City invited proposals from qualified Proponents for an Enterprise Email Archiving Solution that meet the Requirements (as defined below) set out in the RFP;
- B. In response to the RFP, the Contractor submitted the Contractor's Proposal proposing to perform the Requirements on the terms and conditions of the RFP as supplemented by the Contractor's Proposal;
- C. The City has agreed to retain the Contractor for the performance of the Requirements on the terms as set out in this Agreement and the RFP, as supplemented by the Contractor's Proposal, and the Contractor has agreed to perform the Requirements on those same terms.

THE CITY AND THE CONTRACTOR NOW AGREE as follows:

1.0 Definitions

- 1.1 The following words and terms, unless the context otherwise requires, have the meanings set out below:

"Agreement" means the agreement between the City and the Contractor as set out in the Contract Documents;

"City" means the municipal corporation, generally known as the City of Vancouver, as described under the Vancouver Charter;

"City's Designated Representatives" means the City's employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods and services or to make decisions in connection with the Contract;

"Contract Documents" means this Form of Agreement, the Contractor's Proposal Documents, the RFP and such other documents as listed in this Form of Agreement, including all amendments or addenda agreed between the parties;

"Contract Price" has the meaning set out in Section 6.0 - *Price*;

“Contractor” means the entity defined as such on the front page of the Contract Documents;

“Effective Date” means the date on which this agreement takes legal force and effect and is the date set out on the first page of these Contract Documents;

“GST” means the goods and services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;

“Proposal” means the proposal submitted in response to the RFP by the Contractor;

“Proponent” means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Proposal form set out in Part D of the RFP;

“PST” means provincial sales tax administered under the Social Services Act (British Columbia) and any successor tax or levies therefore in force from time-to-time;

“Requirements” means all of the specifications, requirements and services set out in the RFP that describe the requirements that the services, goods, materials and equipment must meet and the Contractor must provide;

“RFP” means Request for Proposal No. PS08009 including, but not limited to: Part B - Instructions to Proponents; Part C - Special Conditions; Part D - Proposal Form (with Attachment A - Legal Terms and Conditions); Appendix 1- Form of Agreement; Appendix 2 - Certificate of Insurance; any additional attachments listed in the Table of Contents; and any amendments, addenda, and/or clarifications pertaining to the RFP;

“Security Clearance” means the security clearance level required of the City from time to time for personnel being allowed access to City’s sites;

“Sub-Contractor” means all Sub-Contractors, suppliers and agents of the Proponent;

“Unavoidable Delay” has the meaning set out in Section 9.0 - *Unavoidable Delay*;

“WCB Legislation” means the Worker’s Compensation Act and all regulations enacted pursuant to the Workers Compensation Act, all as amended and re-enacted from time to time;

“WHMIS Legislation” are the laws governing the information that must be provided on labels of packaging containing hazardous materials;

“Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;

“Work Site” means the site(s) where the Requirements are to be performed.

2.0 Contract Documents

2.1 The terms and conditions of the Contract Documents, whether or not actually attached to this Form of Agreement will govern the terms of this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between any of the terms and conditions within these Contract Documents, the provisions of the Contract Documents will take precedence and govern in the following priority:

- (a) this Agreement, including Schedules A through C of the RFP;
- (b) Part C of the RFP- Special Conditions;
- (c) any Addenda to the RFP issued by the City;
- (d) the Contractor's Proposal;
- (e) those parts of the RFP not referenced above.

3.0 Notices

3.1 Any notice required to be given under this Agreement will be given in writing and delivered or mailed by registered mail addressed to the (*Name of person, title, and entity*) and to the Contractor at the address set out in its Proposal.

4.0 Conduct of the Contract

4.1 The Manager of Materials Management and the Director of Information Management shall have the conduct of this agreement.

5.0 Requirements

5.1 The Contractor will supply the City with the Requirements set out in the RFP and further described in Schedule A of the Proposal and anything and everything else necessary for or incidental to the Requirements including supplying all labour, supervision, management, overhead, materials, supplies, and all other things necessary for or incidental to the Requirements and will perform the Work with care, skill, due diligence and efficiency.

5.2 The Requirements as set out in the RFP have been prepared by the City to describe in general terms the criteria that the Work must satisfy. However, if there is any discrepancy in the description of the Requirements or any omission of criteria which would be detrimental to the benefits intended to be provided to the City by the Requirements, the Contractor will rectify such a discrepancy or omission to the satisfaction of the City without further compensation.

6.0 Price

6.1 The Requirements will be provided in accordance with the pricing set out in Schedule B of the Proposal, *and/or the subsequent negotiated amendment appended to this Agreement as Schedule 1.*

6.2 The City is not bound by any notice of change in price pursuant to Section 4.2 of Part B of the RFP, unless and until the City sends written notice to the Contractor that such new pricing is accepted. If the City does not send a written notice of acceptance, then the existing prices remain in effect and the City and the Contractor have the option of negotiating, or issuing written notice of cancellation of all or any part of the

Requirements. The parties must give such notice of cancellation in accordance with Section 35.0 of this Agreement.

7.0 Term/Non-Exclusivity

- 7.1 The Term of this Agreement will commence upon the date of all authorized signatories having reviewed and signed this agreement for three (3) years with a two (2), one (1) year extension.
- 7.2 Where the parties continue to deal with each other following an expiry date, this Agreement will be deemed to be renewed for an additional one year period. However, during each additional one year period, this Agreement may be cancelled by the City without cause on at least 30 days' prior written notice, or by the Contractor on at least 60 days prior written notice.
- 7.4 Despite any other term of this Contract, the RFP or the Proposal, nothing in this Agreement is intended to grant the Contractor any rights of exclusivity or any other right to be the sole supplier to the City of the Requirements, to supply a specified or minimum quantity of the Requirements to the City or any other similar right and the Contractor now acknowledges and agrees to same.

8.0 Cancellation of Contract

- 8.1 The Contractor may only cancel this Agreement without cause in the circumstances set out in Section 7.2. Except where Section 7.2 applies, the City may only cancel this Agreement without cause if the City gives notice of cancellation at least 60 days prior to its effective date. As of the effective date of such a notice of cancellation, the Contract will be cancelled as to all or those specified products and the parties will have no further obligations to each other in respect to same except that the City will remain liable to pay for those products already ordered and supplied prior to the effective date of the cancellation, and except for those obligations which by their nature are intended to survive the expiry or sooner cancellation of this Agreement.

9.0 Unavoidable Delay

- 9.1 Subject to Section 9.2, except for the performance of obligations to pay money, time periods for the City and the Contractor's performance under the Contract will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or labour affiliations of the Contractor's employees or Sub-Contractors' employees, or governmental action taken in the enforcement of law specifically against the Contractor.
- 9.2 Despite Section 9.1, nothing in this Section 9.0 will release the Contractor from the obligation to pay the City concessions or rebates for work interrupted or delayed by an Unavoidable Delay.

10.0 Changes in Requirements

10.1 The City may, by giving written notice to the Contractor, request amendments to the Requirements. Upon receipt of such notice, the Contractor will, as soon as practicable and in no event later than 20 days after receipt of such notice, inform the City's Manager of Materials Management of any adjustments to the Contract Price, either increasing or decreasing the Contract Price, that would be necessitated by such change in the Requirements, or alternatively, will notify the City's Manager of Materials Management that no adjustment is necessary. If adjustments to the Contract Price are necessary and the City's Manager of Materials Management confirms in writing that such adjustments are acceptable to it, the Requirements and the Contract Price will then be deemed to be amended as agreed by the City's Manager of Materials Management. If the City determines that such adjustments, or no adjustments, to the Contract Price are unacceptable and the City's Manager of Materials Management and the Contractor are unable to agree on an acceptable price, the City's Manager of Materials Management shall be entitled to refer such issue to arbitration (pursuant to Section 34.0 - *Dispute Resolution*) to determine the price for such amendments to the Requirements or it may elect either to proceed with this Contract without the proposed change or it may elect to cancel this Contract, on 10 days prior written notice without further liability, or recourse, except to pay the Contractor for all work duly performed and Product supplied to the City prior to the effective date of cancellation.

11.0 Disputes as to Requirements

11.1 All orders or instructions with respect to the Requirements issued by the Director of Information Management or the Manager of Materials Management to the Contractor will be obeyed, performed and complied with by the Contractor promptly, efficiently and to the satisfaction of the Director of Information Management. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of the Contract Documents or involve a change in the Requirements, it must promptly notify the City in writing before proceeding to carry them out and, in any event, within 2 days of the receipt of such orders or instructions. The giving of such notice to and receipt by the City will not constitute an acknowledgement by the City as to the validity of the Contractor's claim, and the City now reserves all rights to contest or dispute the Contractor's claim. If the Contractor does not so notify the City within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Requirements. In any event, the giving of such notice to the City will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

12.0 Sub-Contractors

- 12.1 All Sub-Contractors are the responsibility of the Contractor.
- 12.2 The Contractor will be held as fully responsible to the City for the acts and omissions of its Sub-Contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 12.3 Nothing contained in any of the Contract Documents will create any contractual relationship between the Sub-Contractors and the City.
- 12.4 The Contractor agrees to ensure compliance by every Sub-Contractor with the terms and requirements of the Contract Documents.

13.0 Named Sub-Contractors

13.1 The Contractor confirms that the Sub-Contractors shown in its Proposal are the only Sub-Contractors that it will use to carry out the Requirements. The Contractor will engage only the listed Sub-Contractors and no others their stead without prior written authorization of the City, which authorization may be arbitrarily withheld.

14.0 Independent Contractor

14.1 The Contractor, its Sub-Contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its Sub-Contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City of Vancouver.

15.0 Assignment

15.1 The Contractor, and its appointed Sub-Contractors, may not assign, sublet or let out as task work any part of the Work, and will not assign any interest or any right to payment under this Agreement without first having had and obtained the consent in writing of the City; which consent the City may arbitrarily elect to withhold. If the City consents to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor will in no way be relieved from its responsibility for the fulfilment of the Work, but will continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

16.0 Time of the Essence

16.1 For all obligations of the Contractor pursuant to this Agreement, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, will not waive the City's right to claim damages for such breach nor constitute a waiver of the City of the requirement of timely performance of any obligation remaining to be performed.

17.0 Compliance with Laws, Permits and Regulations

17.1 In carrying out its obligations, the Contractor will familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and will obtain all necessary licenses, permits and registrations as may be required by law.

18.0 Delivery/WHMIS Legislation

18.1 Deliveries must be made by the Contractor, at its sole risk and expense to the exact location within the City's worksite, office, or other place as designated by the City, and only between 8:00 a.m. and 3:00 p.m. Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed in writing. A material safety data sheet ("MSDS") must accompany all shipments containing products regulated under WHMIS Legislation.

19.0 Inspection

19.1 All Products will be subject to inspection and test by and must meet the approval of the City Director of Information Management.

- 19.2 In the event that the Product or any portion of the Product does not comply with the Requirements of this Agreement or the Contractor's warranty (expressed or implied), the City will have the right either to reject the Product or to require correction and the Contractor will reimburse the City any costs incurred as a result of the non-compliant Product.
- 19.3 Acceptance or rejection of the Product must be made as promptly as practical, but failure to inspect and accept or reject the Product will not relieve the Contractor from responsibility for such Work that is not in accordance with the Requirements.
- 19.4 The City will be the final judge of the Product in respect of both quality and quantity and its decisions of all questions in dispute will be final. Materials, goods or equipment not accepted will be returned to the Contractor at the Contractor's expense.
- 19.5 Under no circumstances will the City be deemed to have accepted the Product by virtue of a partial or full payment for them.

20.0 Quality of Workmanship and Materials

- 20.1 The Contractor will perform the Work with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and the Requirements.
- 20.2 Materials, goods and equipment incorporated into the Product will be from suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials or equipment.
- 20.3 Materials are to be applied in accordance with the manufacturer's directions and the Contractor will use the techniques and applications best suited for the type of material being used.

21.0 Packaging

- 21.1 The Product will be adequately packaged to protect from damage during handling, shipment, and storage, and individually packaged and identified for each firefighter with all relative markings to enable tracking.

22.0 Product Return Policy

- 22.1 The Contractor will institute a policy and procedure which facilitates the prompt return and credit to the City's account of defective or non-compliant Product as required by Section 19.4.
- 22.2 The Contractor must fully inspect all Product before shipment to the City and upon request, provide the City with full access to the Contractor's inspection records, process, and place of inspection.

23.0 Non- Exclusivity - Alternative Sourcing

- 23.1 The Contractor acknowledges that this Agreement is not an exclusive supplier contract nor a guaranteed quantity contract. The City is not obligated to purchase any Product nor any minimum quantity of Product, regardless of the estimates and anticipated demand amounts set out in the RFP.

- 23.2 The City reserves the right to purchase products of the same type as those required to be provided under this Agreement from other sources whether or not it deems that the Product offered by the Contractor does not meet the quality standards; or are deemed to be inferior or unacceptable for use; or that the Contractor cannot supply as specified.

24.0 Warranty

- 24.1 The Contractor warrants that for at least 1 year from the City's first use of the Product, that the Product supplied and Work performed by the Contractor to the City will be in full conformity with the Requirements as well as samples, if any, and if so, then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (BC).
- 24.2 The Contractor further warrants that for at least 1 year from the City's first use of the Product, the Product and Work will be of merchantable quality, and fit for the intended use and will perform according to the Requirements.
- 24.3 Equipment and materials used in the Product and Work must be new, free and clear of all liens, charges and encumbrances, the latest model, and delivered complete with all necessary accessories for operation.
- 24.4 The warranty set out in Sections 24.1 - 24.2 above will include all parts and labour delivered and performed at the location of delivery of the Product to the City, and is the minimum warranty. The Contractor is bound by such additional warranties (if any) set out in the Contractor's Proposal.
- 24.5 The Proponent warrants that its employees and Sub-Contractors have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of this Agreement.
- 24.6 The Contractor now warrants that all claims and representations made by the Contractor with respect to third party products and services have been fully authorised by that third party.

25.0 Protection of Person and Property

- 25.1 The Contractor will use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Work, and the Contractor will be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner by the Contractor, or its employees or Sub-Contractors.
- 25.2 The Contractor will effectively warn and protect the public and other personnel from any danger as a result of the Work being done.

26.0 Rectification of Damage and Defects

- 26.1 The Contractor will rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor will then pay to the City the costs of repairing the loss or damage promptly upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss

or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.

27.0 Clean Up

27.1 The Contractor will at all times conduct the Work in an orderly and reasonably tidy manner, and will at suitable intervals remove any accumulation of rubbish or refuse materials. At no time will any person employed by the Contractor or by any of its Sub-Contractors discard any litter or garbage on or adjacent to the Work Site, except into a suitable container.

28.0 Passage of Title and Risk

28.1 Despite any other term of this Agreement, (a) risk of loss or damages to the Product and Work performed will remain with the Contractor until the receipt and written approval of the Product and/or Work performed is rendered by the City, and (b) title to the Product will pass to the City upon safe delivery (but will revert in the Contractor upon the City's delivery of written notice of rejection of the Product).

29.0 Indemnification

29.1 The Contractor will indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to:

- (a) any injury, including death, property loss or damage arising from any (i) defect in the Product, or (ii) act or omission of the Contractor, its employees, officers, volunteers, Sub-Contractors, or any other persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Work, or (iii) any break of this Agreement.
- (b) any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise; or
- (c) the Contractor's failure to pay all royalties and license fees or on account of suits or claims of infringement by the Contractor, its Sub-Contractors, or the Products or Work of trademarks, patents, copyright, or any other infringement of third party intellectual property rights.

30.0 Insurance Requirements

30.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its Sub-Contractors will obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.

- (a) Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its Sub-Contractors, the City of Vancouver and its respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

The limit of commercial general liability insurance will be not less than \$2,000,000 per occurrence inclusive for personal injury, death, bodily injury or

property damage and in the aggregate with respect to products and complete operations. The deductible per occurrence will not exceed \$5,000 per occurrence.

The policy of insurance shall:

- i. be on an occurrence form;
- ii. add the City of Vancouver and its officials, officers, employees and agents as additional insured's;
- iii. contain a cross-liability or severability of interest clause;
- iv. extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

(b) The Contractor will ensure that vehicles owned and/or operated by the Contractor in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence.

- 30.2 All insurance policies will be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk and Emergency Management and will provide the City's Director of Risk and Emergency Management with 60 days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, number, policy holder, and scope of work.
- 30.3 The Contractor and each of its Sub-Contractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- 30.4 Neither the providing of insurance by the Contractor 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 the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 30.5 The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, or agents will be excess of the Contractor's insurance and will not contribute with it.
- 30.6 Prior to the Effective Date, the Contractor will provide the City with evidence of all required insurance to be taken out in the form of the attached Certificate of Insurance supported by a certified copy(s) of the policy(s). The Certificate of Insurance will identify the Contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies will be made available to the City's Director of Risk and Emergency Management at any time during the term of the Contract immediately upon request.
- 30.7 The Contractor will provide in its agreements with its Sub-Contractors clauses in the same form as in this Agreement. Upon request, the Contractor will deposit with the City's Director of Risk and Emergency Management detailed certificates of insurance for the policies it has obtained from its Sub-Contractors and a copy of the applicable insurance clauses from its sub-contract agreements.

30.8 The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

31.0 Workers' Compensation

31.1 Prior to commencing any Work on the Work Site, the Contractor must provide evidence that it is in good standing with the Workers' Compensation Board of British Columbia ("WCB"). The Contractor is responsible for having the Work Site secured in accordance with WCB Legislation and ensure the safety of the public at all times during the performance of the Work.

31.2 The Contractor is now appointed and now accepts appointments as the Prime Contractor for the purpose of the Contract(s) and as such, has the responsibility to:

- (a) Ensure the Work is done in a safe manner that complies with the WCB's Legislation requirements;
- (b) Direct and coordinate the work activities related to the health and safety of all the Contractor's Sub-Contractors and any other workers in the workplace and immediately give notice; and
- (c) Obtain from the City written information on hazards and conditions and the methods to address the hazards and conditions and will circulate this information.

31.3 Prior to starting any Work at the Work Site the Contractor must:

- (a) Have its own safety program and have written safe work procedures specific to the work being performed available at the Work Site; and
- (b) Ensure the safety program meets all of the requirements of the WCB Legislation.

31.4 The Contractor will:

- (a) Advise the City of any accidents or incidents at the workplace that must be reported to the Workers' Compensation Board; and
- (b) Inform all persons working under this Agreement on the workplace of the health and safety requirements at the workplace.

31.5 At all times the Contractor will ensure that its workers and Sub-Contractors, and all other workers coming onto the workplace will comply with:

- (a) the WCB Legislation;
- (b) the Contractor's safety program; and
- (c) all Work Site safety requirements.

32.0 Character of Workers

32.1 On the written request of the City, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:

- (a) Intoxication;
- (b) Use of foul, profane, vulgar or obscene language or gestures;
- (c) Solicitation of gratuities or tips from any person for services performed under the Contract;
- (d) Willful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- (e) Any action which may constitute a public nuisance or disorderly conduct.

32.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Sub-Contractor or agent has been removed from further involvement with the Contract.

33.0 City's Right to Remedy

33.1 Should the Contractor neglect to execute the Work properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

34.0 Dispute Resolution

34.1 All claims, disputes or issues in dispute between the City and the Contractor will be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction within British Columbia and be governed by the laws of British Columbia.

34.2 In the event that (a) the parties agree to arbitration pursuant to the above, or (b) matter is referred to arbitration by City's Manager of Materials Management, pursuant to Section 10.0, the arbitration will be conducted pursuant to the Commercial Arbitration Act (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction with the Province of British Columbia.

34.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.

34.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

34.5 Despite Section 34.1, the laws of British Columbia will govern this Agreement and the courts of British Columbia will have exclusive jurisdiction over all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.

34.6 All provisions of the International Sale of Goods Act (British Columbia) are specifically excluded from application to this Agreement.

35.0 Cancellation

35.1 The City may, by written notice to the Contractor, immediately cancel the whole or any part of this Agreement in any one of the following circumstances:

- (a) Pursuant to Section 10.0;

- (b) If the Contractor fails to make delivery of the Product or to perform the Work within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
 - (c) If the Contractor performs any act or does anything which causes the City to incur any legal liability whatsoever;
 - (d) If the Contractor fails to meet the safety requirements of the Contract;
 - (e) If any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contracts;
 - (f) If the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors; or
 - (g) If the Contractor breaches any other term of this Agreement.
- 35.2 Upon cancellation of the Contract, the City will have no obligation to the Contractor except to pay for such Product or Work properly delivered or performed prior to the date of the cancellation of the Contract.
- 35.3 Upon cancellation of the Contract in whole or in part, the City may procure similar goods and/or services and the Contractor will be liable to the City for any excess costs for such similar goods and/or services. The Contractor will not be liable for any excess costs where the cancellation is effected pursuant to paragraphs 35.1(a) and Section 10.

36.0 Payments

- 36.1 The Contractor will be paid net 30 days from receipt of invoice and acceptance of the Work, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.

37.0 Taxes

- 37.1 Unless otherwise provided herein, the City will pay the GST and PST on the Contract Price to the Contractor, provided that any increase or decrease in such GST and PST will proportionately increase or decrease the amount due under the Contract(s).
- 37.2 Prices agreed upon are to be exclusive of GST and PST, with all costs relating to freight, handling, import duties, brokerage, royalties, handling, overhead, profit and any and all other costs included as negotiated within this Agreement.
- 37.3 Invoices must separately show the appropriate amounts for GST and PST.

38.0 Contract Management and Representation

- 38.1 The Contractor and the City will comply with and implement the transition plan and protocol for the management of the Contract as set out in (___Insert Plan Document Reference___).
- 38.2 The Contractor's Contact Person will be _____ and make decisions to ensure that the Contract implementation and day-to-day operation are as specified in

(Insert Plan Document Reference). and will serve as a point of contact for the City.

38.3 The Contractor's overall performance and the quality of its work will be determined by the City. Performance will be judged on such factors as service levels including the frequency of back-orders, product quality, dependability, and such other issues that the City determines are key performance indicators. Where the Contractor's performance or personnel does not meet the experience, knowledge, skills and abilities necessary for the fulfilment of this Agreement, (name of person, title and entity) or the Manager of Materials Management will provide the Contractor with reasonable written particulars of same, so as to afford the Contractor a reasonable opportunity to improve and correct performance.

38.4 Nothing in this Section 38.0 modifies or limits the City's legal rights and remedies under section 35.0 and at law or in equity.

39.0 Set-off

39.1 The City may at its option, withhold and set-off against any amount owing to the Contractor (whether under this Agreement or otherwise) the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Contractor, whether such claim is at law or in equity or tort or on any other basis.

40.0 Joint Venture or Partnership

40.1 If a joint venture or partnership, the Contractor represents and warrants that all members of the joint venture or partnership are as indicated on the execution page of this Agreement and have duly executed same. The obligations and liabilities of the members of a joint venture or partnership executing this Agreement as the Contractor will be joint and several.

41.0 Entire Agreement

41.1 The Contract Documents constitute the entire agreement between the parties and supersede all previous communications, representations and agreements whether verbal or written between the parties with respect to their subject matter. The Contractor now acknowledges that it is not relying on any representations of the City as to the performance of the Requirements, except as expressly stated in the RFP, subject always to Sections 23.0 and 7.0(d) above.

42.0 Failure to Enforce

42.1 Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in the Agreement will not constitute a waiver of such terms and conditions, and will not affect or impair such terms and conditions in any way or the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such terms and conditions.

43.0 Successors and Assigns

43.1 This Agreement will benefit and bind each party and its successors and permitted assigns.

44.0 Letter of Credit (If applicable to the RFP)

- 44.1 Concurrently with entering into this Agreement, the Contractor will deliver to the City, a clean, unconditional irrevocable demand letter of credit payable in the amount of written dollar amount, (\$__,000) hereinafter called the "Letter of Credit" issued in favour of the City by a Schedule I Canadian chartered bank or Schedule II Canadian chartered bank and on terms satisfactory to the City's Director of Legal Services.
- 44.2 The Letter of Credit must contain an automatic extension clause for the term of this Agreement and may be drawn on by the City to reimburse the City for any losses or damages suffered by the City as the result of the Contractor's breach of this Agreement.

45.0 Ownership of Documents and Copyright

- 45.1 All, information, models, specifications, reports and other documents or products produced, received or acquired by the Contractor to the City as a result of the provision of the Services (the "Materials") will be the sole property of the City, and the City will have the right to utilize all of the Materials for its benefit in any way it sees fit without limitation.
- 45.2 The Material will be delivered by the Contractor to the City immediately on expiration or sooner termination of this Agreement. The City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting delivery by the Contractor to the City of all or any particular Materials (whether completed or not) in which event the Contractor will promptly comply with such request.
- 45.3 The Contractor now transfers title in and to the Materials and assigns to the City sole copyright in the Materials. The Contractor agrees that title to the Materials is to be considered to have been transferred, and any copyright in the Materials is to be considered to have been assigned by the Contractor to the City upon creation of the Materials. The Contractor now irrevocably waives, in favour of the City, the Contractor's moral rights in respect of the Materials. The Contractor will obtain in writing, from its personnel, its permitted Sub-Contractors or from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer title to and copyright in the Materials to the City.
- 45.4 The Contractor represents and warrants that the Materials will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

46.0 Confidential and Proprietary Information**46.1 Contractor's Confidential and Proprietary Information - Defined**

"Proprietary Information" means, with respect to the Contractor,

- (a) all know-how, methodologies, technology, documentation, data files, templates, tools or software (in executable code and source code) or any other materials, information or data developed or owned by or licensed to the Contractor prior to the provision of the Services under this Agreement, and all corrections, improvements and enhancements to same, and related

documentation and source code and any complete or partial copies of them in any media, the concepts, techniques, ideas, know-how embodied and expressed in any computer programs or modules included in the Proprietary Information including the structure sequence and organization, and any benchmark or survey results,

- (b) any and all information obtained by the VPD from the Contractor or its affiliates through the course of carrying out this Agreement, including any compilations of otherwise public information,
- (c) any and all information the disclosure of which is restricted by the *Personal Information Protection and Electronic Documents Act* (Canada), or any other legislation similar in intent and effect to the above, and
- (d) and any other information reasonably identifiable in writing as the confidential or proprietary information of the Contractor.

46.2

“Proprietary Information” means, with respect to the City.

- a) all City owned or licensed software or proprietary information including, by way of example only, City-made modifications or extensions, and related documentation, source code and any complete or partial copies of them in any media, the concepts, techniques, ideas, know-how embodied and expressed in any computer programs or modules included in such software including the structure sequence and organization, and any benchmark or survey results.
- b) Any and all information obtained by the Contractor from the City or its affiliated organizations through the course of carrying out this Agreement including any compilations of otherwise public information.
- c) Any and all information the disclosure of which is restricted by the *Protection of Privacy and Freedom of Information Act (British Columbia)*, and
- d) Any other information reasonably identifiable in writing as the confidential or proprietary information of the City.

46.3 Restrictions/Limitations on Obligations Respecting Proprietary Information

For further certainty, the obligations set out in Section 46.4 respecting Proprietary Information do not apply to any part of such information which:

- (a) is or becomes publicly available through no act or failure of the recipient party, or,
- (b) was or is rightfully acquired by the recipient party from a source other than the disclosing party prior to receipt from the disclosing party, or,
- (c) becomes independently available to the recipient party as a matter of right (and such right is recorded in writing and is exercisable without any obligation of confidentiality), or,
- (d) is compelled to be disclosed pursuant to law, provided that

1. the disclosing party is promptly notified by the recipient party and given any available opportunity to obtain a protection order or other remedy against disclosure, and,
2. if so compelled, the recipient party being ordered to disclose will only furnish that portion of the Proprietary Information that is legally required to furnish.

46.4 Obligations of Recipient Party

- a) The Contractor and the City now confirm and agree not to make use or permit any other party to make any use of the Proprietary Information except for the limited purposes contemplated by this agreement.
- b) The City and the Contractor now agree to limit disclosure of the Proprietary Information to only those of its employees, officers, directors, or third parties, whose access is necessary to carry out the intent of this Agreement. Prior to disclosing any Proprietary Information to any third party, the City and the Contractor will obtain from that third party a written acknowledgement that the third party will be bound by this section 46.4 with respect to the Proprietary Information. The Contractor and the City will take all reasonable steps and the same protective precautions to protect the other's Proprietary Information from the disclosure to third parties as it does with its own proprietary and confidential information provided that the standard of care utilized will not in any case be less than which would be taken by a reasonable person to safeguard information of like commercial, personal, or public interest value.

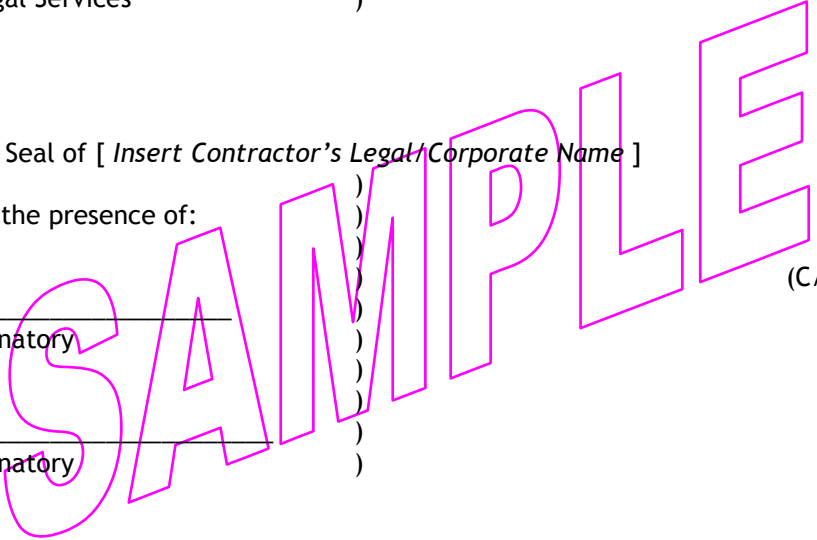
AS EVIDENCE OF THE CITY'S AND CONTRACTOR'S agreement to be legally bound by the terms of the Contract Documents, the City and Contractor have signed and delivered this Agreement effective as the Effective Date.

The Seal of the CITY OF VANCOUVER, as represented by the [*Name of Entity where applicable*] was affixed in the presence of:

_____)
)
) (C/S
)
 Title)
)
)
 _____)
 Director of Legal Services)

The Corporate Seal of [*Insert Contractor's Legal/Corporate Name*]

was affixed in the presence of:
 _____)
) (C/S
)
 Authorized Signatory)
)
 _____)
 Authorized Signatory)





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)**
- | | |
|---|---|
| <input checked="" type="checkbox"/> Personal Injury | Per Occurrence: \$ _____ |
| <input checked="" type="checkbox"/> Products and Completed Operations | Aggregate: \$ _____ |
| <input checked="" type="checkbox"/> Cross Liability or Severability of Interest | All Risk Tenant's Legal Liability: \$ _____ |
| <input checked="" type="checkbox"/> Employees as Additional Insureds | Deductible Per Occurrence: \$ _____ |
| <input checked="" type="checkbox"/> Blanket Contractual Liability | |
| <input checked="" type="checkbox"/> Non-Owned Auto Liability | |
| INSURER: _____ | |
| POLICY NUMBER: _____ | |
| POLICY PERIOD: From _____ to _____ | |

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. **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:
- 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;*
 - 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;*
 - 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 _____ Dated: _____

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



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 Limits of Liability (Bodily Injury and Property Damage Inclusive) - INSURER, POLICY NUMBER, POLICY PERIOD, Per Occurrence, Aggregate, Self-Insured Retention

7. PROFESSIONAL LIABILITY INSURANCE Limits of Liability INSURER, POLICY NUMBER, POLICY PERIOD, 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
Materials Management
Purchasing Services

Request for Proposal
 No. PS08009
ENTERPRISE EMAIL ARCHIVING SOLUTION

To acknowledge your intent to submit a Proposal, and to ensure that you receive the required information, please submit this form to the person identified below before close of **Friday, February 15, 2008**.

Megs Gatus
 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** submit a proposal for
 "Request for Proposal PS08009 - Enterprise Email Archiving Solution"
 by the closing date (February 26, 2008 at 3:00:00 P.M.).

 Authorized Signatory and Name of Company (Please print)

 E-mail Address (Please print)

 Date



CORPORATE SERVICES GROUP
Materials Management
Purchasing Services

Request for Proposal No. PS08009
ENTERPRISE EMAIL ARCHIVING SOLUTION

To acknowledge your intent to attend the Proponents' Informational 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 February 1, 2008.

Megs Gatus
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 informational meeting for
"PS08009 - Enterprise Email Archiving Solution"

Authorized Signatory and Name of Company (Please print)

E-mail Address (Please print)

Date