



## **REQUEST FOR PROPOSAL**

**PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND  
CONTACT CENTRE SUPPORT**

**RFP No. PS20130660**

**Issue Date: August 12, 2013**

**Issued By: City of Vancouver**

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**PART A - INTRODUCTION**

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**1.0 OVERVIEW OF RFP**

1.1 This Request for Proposal (“RFP”) is an opportunity for qualified Proponents to submit Proposals for the City’s review and, depending on the City’s evaluation, to negotiate with the City to finalize and execute an Agreement, as defined in this RFP.

1.2 This RFP consists of five parts:

- (a) **PART A - INTRODUCTION:** This part sets out the key dates and contact information for the RFP process;
- (b) **PART B - INSTRUCTION TO PROPONENTS:** This part contains an overview of the project and the RFP process, including the terms and conditions governing the RFP process;
- (c) **PART C - FORM OF PROPOSAL:** This part contains the format and information requested by the City to be contained and submitted in the Proposal. The Proposal should be submitted in a two envelope system: Commercial Proposal and Management Proposal;
- (d) **PART D - PROPOSAL DECLARATION FORM:** This part contains the declaration which the Proponent’s authorized signatory shall sign and submit in the Proposal; and
- (e) **PART E - SCHEDULES & APPENDICES:** This part contains Schedules and Appendices referenced throughout the body of the RFP. Proponents shall take special care to complete the required Schedules and Appendices and submit in the Proposal.
- (f) **PART F - FORM OF AGREEMENT:** This part contains a model Agreement. An Agreement or Agreements in this form may be entered into between the City and one or more successful Proponents.

**2.0 KEY DATES**

2.1 Proponents should note the following key dates:

Event	Time/Date
Release of RFP	August 12, 2013
Deadline for Enquiries	August 20, 2013, 3:00 pm [PST]  Enquiries received after August 19, 2013 may not be processed and may not receive a response. The City’s Purchasing Services Office is open on Business Days from 8:30am to 4:30pm and closed Saturdays, Sundays, and holidays.
Deadline for Response Notification Form	August 24, 2013, 3:00 pm [PST]
RFP Closing Date & Time	August 28, 2013, 3:00 pm [PST], City Hall Clock Time

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**3.0 CONTACT PERSON**

**3.1** The Contact Person for this RFP is:

Rachael Carroll, Category Manager

[rachael.carroll@vancouver.ca](mailto:rachael.carroll@vancouver.ca)

Proponents must direct all enquiries related to this RFP, in writing, to the Contact Person. Telephone enquiries related to this RFP are not permitted. **Enquiries related to this RFP directed to individuals other than the Contact Person are not permitted.**

**4.0 CLOSING TIME**

**4.1** Proponents should submit their Proposals on or before the date and time as specified in Section 4.1 (the “Closing Time”). Closing Time and “Vancouver time” will be conclusively deemed to be the time shown on the clock used by the City’s Purchasing Services Office for this purpose.

**5.0 DELIVERY ADDRESS FOR PROPOSALS**

**5.1** Proponents shall submit their Proposals prior to the RFP Closing Date & Time, to the following address:

City of Vancouver Purchasing Services Office

453 West 12<sup>th</sup> Avenue

Vancouver, British Columbia, Canada, V5Y 1V4

**For Courier Delivery, drop off at the:**

Information Desk, Main Floor Rotunda

City of Vancouver, City Hall

453 West 12<sup>th</sup> Avenue, Main Floor

Vancouver, British Columbia, Canada, V5Y 1V4

**Proposals submitted by fax or email will not be accepted.**

**6.0 CONTRACT REQUIREMENTS**

**6.1** In addition to addressing the other requirements of Part B hereof, each Proponent must indicate in its Proposal the extent to which the Form of Agreement included as Part F hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent must so state and must propose alternative contract language as part of its Proposal.

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**PART B - INSTRUCTIONS TO PROPONENTS**

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In this RFP, capitalized terms have the meanings set out in Section 26 (Definitions) of PART B - INSTRUCTIONS TO PROPONENTS, except where otherwise expressly provided or the context otherwise requires.

**1.0 OVERVIEW**

- 1.1 This RFP identifies a business opportunity for the successful Proponent to provide:
- (a) Cisco Smartnet maintenance service for Cisco voice, data and contact centre hardware;
  - (b) Cisco UCCE, Calabrio Quality Management (QM) and Calabrio Workforce Management (WFM) contact centre maintenance, licensing and professional services; and
  - (c) Cisco hardware and license purchases.

The contract term will be for two (2) years plus three (3) optional one (1) year extensions at the City's sole discretion. Other City departments and/or affiliates may be included under a final contract and in such event the City will advise of any specific requirements of such other departments and/or affiliates to the extent they are different from the requirements set out herein.

- 1.2 The City is requesting Proposals from qualified and experienced Cisco Smartnet maintenance, contact centre maintenance, license and professional services and Cisco hardware providers who are able to meet the Requirements as set out herein.

- 1.3 The requirements of this RFP relating the services sought are set out in Schedule A - Requirements and are divided into three categories: (A) Category A - Cisco Smartnet Maintenance, ESW and UCSS (from here on, referred to as Smartnet) ; (B) Category B - contact centre maintenance, license and professional services; and (C) Category C - Cisco hardware and license purchases.

Proponents must submit a complete response for all categories of services. A Proponent may not bid on just one or two of the categories of services. A single vendor or single vendor with subcontractor will be selected who can meet the requirements of all three categories.

- 1.4 The City will enter into a contract with one successful Proponent who can provide best value to the City, and who can partner with the City to provide efficient and cost-effective delivery of all of the services described in Schedule A - Requirements. The successful Proponent will be the Proponent offering the best value to the City, assessed in the City's sole and absolute discretion as a combination of experience, operational capability, pricing, scope, availability and level of services offered, transition and implementation plans, and total cost of ownership considerations.

- 1.5 Proposals submitted by Proponents not meeting all of the mandatory requirements listed in Part C - Form of Proposal - Section 3.6 Mandatory Requirements in this RFP, will not be given consideration.

- 1.6 Sustainability

- (a) The City's Procurement Policy and related Supplier Code of Conduct, found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx>, aligns the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. It establishes a commitment to maximize benefits to the environment through product and service selection, to ensure safe and healthy workplaces, where human and civil rights are respected, and to support an environmentally sustainable local economy, whenever possible. In doing so, the Policy

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ensures incorporation of sustainability and ethical considerations as integral evaluation components in best-value supply selection.

- (b) Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Vendor supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal. The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

- 1.7 The Requirements are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process.

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## **2.0 BACKGROUND**

The City uses Cisco hardware and software as a standard for its voice, contact centre and data network services.

The City voice infrastructure is composed of Cisco Call Managers, various PRI, SRST and analogue gateways, Meeting Place, Unity Connection, Presence and various other systems. The City Contact Centre infrastructure leverages the Cisco UCCE systems for the core, CUIC for reporting and Calabrio's Quality Management (QM) and Workforce Management (WFM) systems. The City's data network infrastructure is composed of a broad range of devices ranging from basic routers to enterprise sized switches and servers.

### **2.1 CISCO Smartnet Maintenance:**

- (a) The City maintains its core voice, data and contact centre components on a Cisco Smartnet contract. The hours and type of coverage will vary by component. All contracts co-terminate. Any additions to contracts during the term of the contract, must be pro-rated to have the same end date as the main Smartnet contract to be awarded herewith.
- (b) A broad range of devices and applications are included in these contracts, ranging from basic routers to enterprise sized switches and servers.

### **2.2 Contact Centre Maintenance, Licensing and Professional Services:**

- (a) The City maintains nine UCCE IP-IVR contact centres of various sizes throughout the City. UCCE is configured to be fully redundant on B200 blade servers in two physically different locations and is licenced for 110 concurrent agents and 60 IP-IVR ports (between two IVR servers). We do expect the number of licences to increase over the next few years.
- (b) The City uses Cisco Unified Intelligence Centre (CUIC) for its Contact Centre reporting requirements. CUIC is configured sharing a CPU on one of the B200 blade server.
- (c) Two of the nine UCCE contact centres, 311 and Parking Operations and Enforcement (POE), use Calabrio's QM for call recording and quality management. Calabrio QM is configured sharing a CPU on one B22 blade server and is licenced for 162 named agents.
- (d) One of the nine UCCE contact centres (311) uses Calabrio's WFM for agent scheduling and adherence reporting. Calabrio WFM is configured sharing CPU on one B22 blade server and is licenced for 115 named agents.
- (e) The contact centre systems must be remotely monitored and issues responded to 7x24x365. Access to a web portal to open incidents and check the status of open incidents along with quarterly reports providing system health is also required. The number of incidents open/closed and regular updates to the software must be provided. General configuration questions such as technical advice for configuration and maintenance must be provided to the City, and included in the maintenance contract.

### **2.3 CISCO Hardware and Licenses:**

- (a) Each year the City undertakes various Network and Telecom capital projects to ensure the City's infrastructure is fully maintained, supported and efficiently meets the City's requirements. The value of these contracts will vary, sometimes significantly from year to year, depending on overall City and Information Technology priorities. Some of the hardware purchased will be used to "spare" for items not under the maintenance contract and other is for growth or the replacement or upgrade of exiting equipment.

## **3.0 SCOPE**



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3.1 The following Categories of Services shall be included in the scope of this RFP:

- (a) Category A - Cisco Smartnet Maintenance;
- (b) Category B - Contact Centre Maintenance, Licenses and Professional Services; and
- (c) Category C - Cisco Hardware and Licenses.

3.2. Not in scope - any item not specifically identified within the project scope.

**4.0 ADMINISTRATIVE REQUIREMENTS**

4.1 It is the sole responsibility of all Proponents to check the City's website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments, addenda, and questions and answers to this RFP, including any questions and answers pertaining to the Information Meeting.

**5.0 INTENTIONALLY DELETED**

**6.0 CONDUCT OF RFP - INQUIRIES AND CLARIFICATIONS**

6.1 The City's Director of Supply Management will have conduct of this RFP, and all communications shall be directed only to the Contact Person.

6.2 It is the responsibility of all Proponents to thoroughly examine these documents and satisfy themselves as to the full requirements of this RFP. Inquiries shall be in written form only, e-mailed or faxed to the Contact Person as set out in PART A - INTRODUCTION. If required, an addendum will be issued and posted on the City's website as outlined above.

6.3 Proponents are encouraged to read this RFP and submit any questions in writing, relative to this RFP document to the Contact Person prior to the Information Meeting.

6.4 The City will in good faith attempt to give accurate verbal responses to questions during the Information Meeting but Proponents are advised that they may only rely on the formal written response/summary to be issued by the City following the Information Meeting. The formal written response/summary will be issued by the City and posted to the City's website at <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm>.

**7.0 REQUIREMENT FOR VALID BUSINESS LICENSE**

7.1 A contract award under this RFP will be contingent on the successful Proponent having a valid City of Vancouver business license.

**8.0 PRICING**

8.1 Schedule B - Pricing Tables is to be submitted as part of the Commercial Proposal, in a separate envelope/package from the Management Proposal.

8.2 Prices quoted are to be exclusive of GST and PST but inclusive of all other costs including, without limitation, pickup charges, delivery, freight, unloading at destination, import duties, taxes (other than GST and PST ), brokerage fees, royalties, handling, overhead and profit, where applicable.

8.3 Prices shall be quoted in Canadian currency.

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**9.0 SUBMISSION OF PROPOSALS**

- 9.1 The submission instructions for Proposals are provided in Part C - FORM OF PROPOSAL. Proposals shall be submitted in two envelopes or packages: one envelope/package shall include the Commercial Proposal; and a separate envelop/package shall include the Management Proposal. Each envelope/package shall be clearly marked with the ***Proponent's Name, RFP title and the RFP reference number. The Commercial Proposal and Management Proposal shall be easily identified and distinguishable from each other.***
- 9.2 Proponents should submit five (5) hard copies of their Proposal in two parts as further described in PART C - FORM OF PROPOSAL (Management Proposal and Commercial Proposal) in three-ring binders, with each section tabbed and including all accompanying schedules, appendices and addenda. Proponents should also submit one electronic copy of their Proposal in the same format described above on a USB or CD.
- 9.3 Only the English language may be used in responding to this RFP.
- 9.4 Proposals, including any Proposal amendments, received after the Closing Time or in locations other than the address indicated in PART A - INTRODUCTION, may not be accepted and may or may not be returned.
- 9.5 Amendments to a Proposal should be submitted in writing in a sealed envelope(s) or package(s), marked with the Proponent's name, the RFP title, and RFP reference number, before the Closing Time.
- 9.6 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 9.7 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.

**10.0 PROPOSAL FORMAT**

- 10.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required. Proposals shall not include brochures or generic marketing materials.
- 10.2 Proponents are requested to provide their Proposal in the format and including the content described in PART C - FORM OF PROPOSAL.

**11.0 BID SECURITY**

- 11.1 No bid security is required since no irrevocable binding legal offer is made by submitting a proposal in response to this RFP.

**12.0 OPENING OF PROPOSALS**

- 12.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City.

**13.0 EVALUATION CRITERIA AND PROCESS**

- 13.1 Proposals will be evaluated by representatives of the City on the basis of the overall best value to the City based on quality, service, sustainability, price and any other criteria established by the City whether or not set out in this RFP including, but not limited to:

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- (a) the Proponent's ability to meet all mandatory requirements set out in this RFP Part C; Section 3.6;
  - (b) the Proponent's ability to meet the requirements in Schedule A - Requirements and the cost/expense for same;
  - (c) the Proponent's ability to deliver the requirements in Schedule A - Requirements when and where required;
  - (d) the Proponent's skills, knowledge and previous experience;
  - (e) the proposed transition and implementation plans and work schedule;
  - (f) the Proponent's business reputation and capabilities;
  - (g) the Proponent's ability to deliver best overall value to the City for the Requirements;
  - (h) the Proponent's ability to meet the City's insurance requirements;
  - (i) sustainability issues considered by the Proponent;
  - (j) quality of Proposal, including any innovative concepts; and
  - (k) any other criteria set out in this RFP or otherwise reasonably considered relevant by the City.
- 13.2 The City shall evaluate each Proposal based on the cost/benefit of any changes to the City including, but not limited to, potential hardware, software, license and maintenance costs, increased City staff resources required to effect changes to configuration and infrastructure, as part of the total cost of ownership ("TCO").
- 13.3 The City reserves the right to retain complete control over the RFP process at all times until the execution and delivery of the 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. The City reserves the right to continue, interrupt, 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.
- 13.4 The City may, at any time prior to signing a contract, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 13.5 The City may elect to short list Proponents and evaluate the Proposals in stages. Short-listed prior to making any final contract award, the City will be at liberty to negotiate with one or more Proponents in parallel, in sequence, or in any combination, and may at any time terminate all or any one set of negotiations.
- 13.6 As part of any negotiations the City may engage in with Proponents, the City may provide a form of agreement to one or more Proponents for review, comment and negotiation, or the City may ask one or more Proponents to provide the City with a form of agreement for the same purpose. No negotiations under this RFP will be legally binding on the City or any

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Proponents until the City makes a formal contract award and enters into a legally binding agreement.

- 13.7 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents will be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two fiscal years.
- 13.8 The City may request that any or all Sub-contractors of the Proponent undergo the same evaluation process.

**14.0 PROPOSAL APPROVAL**

- 14.1 Proposal approval is contingent on funds being approved. Only then may the successful Proponent and the City proceed to settle, draft and sign the Agreement.
- 14.2 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 the Agreement.
- 14.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.
- 14.4 Notwithstanding any other provision in the RFP documents, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
  - (b) reject any Proposal;
  - (c) reject all Proposals;
  - (d) accept a Proposal which is not the lowest total cost of ownership proposal;
  - (e) accept a Proposal that deviates from the Requirements or the conditions specified in this RFP;
  - (f) reject a Proposal even if it is the only Proposal received by the City;
  - (g) accept all or any part of a Proposal; and
  - (h) split the Requirements between one or more Proponents.

**15.0 ALTERNATE SOLUTIONS**

- 15.1 If in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative solution, the alternative solution is to be submitted separately as an appendix within the Management Proposal. Any pricing impact of the alternate solution should be provided separately as Schedule B - Pricing Tables, in the Commercial Proposal.

**16.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

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

**17.0 NON-RESIDENT WITHHOLDING TAX**

- 17.1 Please 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 contractor). Exemption from this withholding tax is

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available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency ("CRA") at least 30 days before commencing the service.

**18.0 NO OBLIGATION ASSUMED BY CITY**

- 18.1 Unless expressly stated in this RFP, the City assumes no legal duty or obligation in respect of this RFP unless and until the City enters into the Agreement.
- 18.2 The Proponent agrees that the Proponent will bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP.

**19.0 NO CLAIM AGAINST THE CITY**

- 19.1 The Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, Losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the Proponent and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim whatsoever.

**20.0 RELEASE AND INDEMNITY**

- 20.1 The Proponent now releases the City from all liability of any losses and further 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 the Proponent's Sub-contractors or agents alleging or pleading:
- (a) any alleged (or judicially imposed) breach by the City or its officials or employees of the RFP;
  - (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting this RFP process; or
  - (c) liability on any other basis related to this RFP process.

**21.0 DISPUTE RESOLUTION**

- 21.1 Any dispute relating in any manner to this RFP process shall be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:
- (a) the dispute will be decided by a single arbitrator, the arbitrator will be selected by the City's Director of Legal Services and the arbitration will take place in Vancouver;
  - (b) Section 19.0 (No Claim) and Section 20.0 (Release and Indemnity) will:
    - i. bind the City, Proponent and the arbitrator; and
    - ii. survive any and all awards made by the arbitrator; and
  - (c) the Proponent will bear all costs of the arbitration.

**22.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION**

- 22.1 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.
- 22.2 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.

**23.0 CONFIDENTIALITY**

- 23.1 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

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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(s), 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.

- 23.2 The Proponent 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.
- 23.3 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 Time). 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.
- 23.4 All material and information that has or will come into the Proponent's possession or knowledge in connection with this RFP process is confidential and may not be disclosed or utilized in any way except as expressly provided in the RFP.
- 23.5 The Proponent may not divulge any information respecting the RFP 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).

**24.0 NO PROMOTION**

- 24.1 The successful Proponent 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 successful Proponent to perform the successful Proponent's obligations under the terms of the Agreement).

**25.0 SURVIVAL / LEGAL EFFECT OF PROPOSAL CONTRACT**

- 25.1 All of the terms of this PART B - INSTRUCTIONS TO PROPONENTS which by their nature require performance or fulfillment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and City.

**26.0 DEFINITIONS**

- 26.1 For greater certainty and without limitation to any of the City's rights as set out in this Agreement when the term "must" precedes a requirement regarding the content or format of a Proposal such a requirement is mandatory. When the terms "should", "shall", "will", "is to" or "are to" precede a requirement regarding the content or format of a Proposal, such requirement is not mandatory but is strongly recommended.
- 26.2 In this RFP, the following terms have the following meanings:

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**PART B - INSTRUCTIONS TO PROPONENTS**

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- (a) **“Agreement”** means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;
- (b) **“Category of Services”** means Category A - Cisco Smartnet Maintenance; Category B - Contact Centre Maintenance, Licenses and Professional Services; and; or Category C - Cisco Hardware and Licenses;
- (c) **“City”** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (d) **“City Site”** means any site(s) owned or controlled by the City, where the Requirements are to be performed, including but not limited to: virtual access whereby remote access to data is gained to a City system and/or City account via electronic means; and direct or indirect access to City account information held by the contractor and sub-contractor(s) if any;
- (e) **“Commercial Proposal”** means those portions of the Proposal, including Schedule B - Pricing Tables, to be submitted in Envelope One as set out in PART C - FORM OF PROPOSAL;
- (f) **“Form of Agreement”** means the form of agreement contained in Part F of the RFP;
- (g) **“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);
- (h) **“Management Proposal”** means those portions of the Proposal to be submitted in Envelope Two as set out in PART C - FORM OF PROPOSAL, which expressly excludes any pricing information;
- (i) **“Project”** means the project described in RFP No. PS20130660 PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT;
- (j) **“Proponent”** means those entities eligible to participate in this RFP process;
- (k) **“Proposal”** means a proposal submitted in response to the RFP;
- (l) **“Proposal Declaration Form”** means the form to be included in the Commercial Proposal substantially as set out in PART C-FORM OF PROPOSAL, or as otherwise acceptable to the City;
- (m) **“Requirements”** means the City’s requirements for the work to be performed by the successful Proponent as set out in this RFP;
- (n) **“RFP”** means the documents issued by the City as Request for Proposal No. PS20130660 including all addenda;

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- (o) **“Sustainability”** is defined as meeting the social, environmental and economic needs of the present without compromising the ability of future generations to meet their needs;
- (p) **“Sub-contractors”** means any or all sub-contractors identified in the Proponent’s Proposal;

26.3 All other terms (capitalized or not) have the meanings given to them in the RFP.



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**1.0 INTRODUCTION**

- 1.1 This PART C - FORM OF PROPOSAL contains the format and information requested by the City to be contained in the Proponent's Proposal.
- 1.2 The Proponent's Proposal should be submitted in two envelopes/packages:
- (a) Envelope One: Commercial Proposal; and
  - (b) Envelope Two: Management Proposal.
- 1.3 The Commercial Proposal should contain the following sections, as more particularly described in this PART C - FORM OF PROPOSAL - Section 2.0 Submission Instructions for Envelope One - Commercial Proposal.
- 1.4 The Management Proposal should contain the following sections, as more particularly described in this PART C - FORM OF PROPOSAL - Section 3.0 - Submission Instructions for Envelope Two - Management Proposal.
- 1.5 Using the electronic copy of this RFP, Proponents shall provide their responses in the spaces provided, as indicated in the rows labeled "Proponent's Response" in the tables below. Proponents may add extra lines as required, and may expand the space allotted for Proponent's Responses, as required.
- 1.6 By submitting a Proposal, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting City staff and any other organization for the purposes of evaluating the Proposal.

**2.0 SUBMISSION INSTRUCTIONS FOR ENVELOPE ONE - COMMERCIAL PROPOSAL**

The following describes the format and information to be provided by the Proponents in their Commercial Proposals. The paragraph titles and numbers in the Commercial Proposal should correspond to the paragraph titles and numbers below.

**2.1 Proposal Declaration Form**

Each Proponent shall submit with its Commercial Proposal a signed Proposal Declaration Form substantially as set out in PART D - PROPOSAL DECLARATION FORM, or as otherwise acceptable to the City.

**2.2 Pricing**

The Proponent shall provide the following information and complete Schedule B - Pricing Tables, for inclusion in their RFP submission:

- (a) a total maximum fee for the services proposed in each Category of Services being bid on, inclusive of all taxes (except GST and PST), showing all applicable costs (inclusive of taxes, except GST and PST), per Schedule B - Pricing Tables;
- (b) the hourly charge out rates for Project team members;
- (c) a description of all costs, organized as above, for any additional proposed scope of work related to this Project; and

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- (d) a breakdown of any costs associated with any changes or additions that may be required as a result of the proposed services. By way of example only, if the City requires the purchase of new hardware in order to facilitate the proposed services, the Proponent shall provide costing detail on not only the new hardware, software or licenses required, but also any professional services and labour required to configure, install, and maintain the new hardware, including annual maintenance costs.

### **2.3 Terms of Payment**

The City's standard payment terms are net 30 days after receipt of approved bill, however any discounts or more favorable terms offered by the Proponent will be taken into consideration in the financial evaluation. Proponents should indicate in their Proposals if they require other than Net 30 days payment.

The City does not pay late payment fees or interest charges.

### **2.4 Insurance Requirements and Provisions - refer to Appendix 1 - Insurance Requirements and Provisions**

- 2.4.1 Proponents shall submit with their Proposals a Certificate of Existing Insurance (Appendix 4) duly completed and signed by their insurance agent or broker as evidence of their existing insurance, along with a letter from their insurance broker or agent indicating whether or not (and if not then to what extent) they will be able to comply with the insurance requirements as set out in Appendix 1 - Insurance, should they be selected as the successful Proponent.

- 2.4.2 Upon contract award, the successful Proponent will be required to file certificates of insurance with the City showing proof of all insurance requirements described utilizing the "Professional Liability Insurance Certificate" attached as Appendix 4 and "Liability Insurance Certificate" attached as Appendix 5. These certificates must be received and reviewed and approved by the City prior to or concurrently with the City entering into any Agreement with the successful Proponent.

### **2.5 WorkSafeBC Requirements**

- 2.5.1 Proponents shall submit with their Proposals proof of valid WorkSafeBC registration. Such registration should be maintained as specified in Appendix 1 - Insurance Requirements and Provisions.

### **2.6 Deviations and Variations**

- 2.6.1 Each Proposal must contain a section titled "Deviations and Variations," in which the Proponent should: (i) note any deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and (ii) if applicable, detail any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent must state that its Proposal is fully consistent with the Form of Agreement.

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### 3.0 SUBMISSION INSTRUCTIONS FOR ENVELOPE TWO - MANAGEMENT PROPOSAL

The following describes the format and information to be provided by the Proponents in their Management Proposals. The paragraph titles and numbers in the Management Proposals should correspond to the paragraph titles and numbers below.

Proponents should note that the Management Proposal should contain only the pricing information specifically requested in Schedule A - Requirements.

#### 3.1 Company Profile

The Proponent will be a Cisco Gold Certified Partner in good standing with the following designations. It is not acceptable for any subcontractor to hold these certifications on behalf of the submitting proponent.

- (a) Advanced Collaboration Architecture Specialization.
- (b) Advanced Unified Communications.
- (c) Advanced Technology Partner (ATP) Contact Center Enterprise (UCCE).
- (d) WebEx Resell Authorization.

3.1.1 The proponent shall provide a brief overview of their company, specifically as it relates to the specific items being requested in this RFP.

Table 3.1.1

1.	<i>Are you a Cisco Gold Certified Partner in good standing?</i>
<i>Proponent's Response</i>	
2.	<i>Do you currently have all of the following designations?</i> <ul style="list-style-type: none"><li>• <i>Advanced Collaboration Architecture Specialization</i></li><li>• <i>Advanced unified Communications</i></li><li>• <i>Advanced Technology Partner (ATP) Contact Centre Enterprise (UCCE)</i></li><li>• <i>WebEx Resale Authorization</i></li></ul>
<i>Proponent's Response</i>	
3.	<i>What other certifications do you hold?</i>
<i>Proponent's Response</i>	
4.	<i>Provide a brief overview of your company as it relates to Category A - products and services requested within this RFP.</i>
<i>Proponent's Response</i>	
5.	<i>Provide a brief overview of your company as it relates to Category B - products and services requested within this RFP.</i>
<i>Proponent's Response</i>	
6.	<i>Provide a brief overview of your company as it relates to Category C - products and services requested within this RFP.</i>
<i>Proponent's Response</i>	

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7.	<i>Where is the Proponent's office located, for those who will be working on the City account? Where is the head office located?</i>
<i>Proponent's Response</i>	
8.	<i>If you will be working with a sub-contractor, where is the sub-contractor's office located, for those who will be working on the City account? Where is the head office located?</i>
<i>Proponent's Response</i>	
9.	<i>If you will be working with a sub-contractor, what is the history of your relationship with this contractor, and how long has this relationship been in place? Provide examples of projects you have worked on together.</i>
<i>Proponent's Response</i>	

3.1.2 Provide the following information:

Proponent's Legal Name: \_\_\_\_\_  
"Proponent"

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Cheque Payable/Remit to Address: \_\_\_\_\_  
(if different from Mailing Address) \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

GST Registration No.: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

City of Vancouver Business License Number: \_\_\_\_\_

WorkSafeBC Account Number: \_\_\_\_\_

Dunn and Bradstreet Number: \_\_\_\_\_

### 3.2 Proponent's Key Personnel

#### 3.2.1 Dedicated Account Team

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The City has a large, complex voice, data and contact centre network and infrastructure, on which City staff and citizens rely to conduct its business. To ensure the highest possible availability and efficient use of resources, the City requires the successful Proponent to provide the City with a dedicated account team. The dedicated account team shall consist of specific key individuals assigned to the City's account, with back-up personnel for coverage when the key individuals are unavailable. All members of the dedicated account team shall have full knowledge of the City maintenance contracts and hardware procurement processes and procedures that may be unique to and required by the City.

The City requires an experienced and dedicated account team, including back-up personnel, comprising at minimum of:

- (a) Account Manager (to serve as the single point of contact for sales and coordination);
- (b) Customer Service Manager (to manage and escalate technical issues);
- (c) Technical Specialist - Category B - Contact Centre Devices and Licenses, - to serve as technical lead and subject matter expert for the Contact Centres ("SME");
- (d) Billing Representative; and
- (e) Order Representative.

### **3.2.2 Escalation & Coordination Process**

The City requires a documented escalation process for technical, operational and other issues. Specific and detailed maintenance, procurement and account information shall be available to the dedicated account team.

The City requires an experienced and dedicated transition & implementation Coordinator(s) to ensure the smooth transition of contracts, services and purchasing.

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3.2.4 Proponents must provide evidence of the knowledge and experience of each proposed team member, inclusive of key personnel and subcontractors as required.

Table 3.2.4

1.	<i>What is the name and title of the Account Manager?</i>
<i>Proponent's Response</i>	
2.	<i>What will be the role of the Account Manager?</i>
<i>Proponent's Response</i>	
3.	<i>In the space below, include the resume highlights for the Account Manager as applicable to this RFP.</i>
<i>Proponent's Response</i>	
4.	<i>Will a back-up to the Account Manager be fully briefed and available to the City in the absence of the account manager?</i>
<i>Proponent's Response</i>	
5.	<i>What is the name and title of the Customer Service Manager?</i>
<i>Proponent's Response</i>	
6.	<i>What will be the role of the Customer Service Manager?</i>
<i>Proponent's Response</i>	
7.	<i>In the space below, include the resume highlights for the Customer Service Manager as applicable to this RFP.</i>
<i>Proponent's Response</i>	
8.	<i>Will a back-up to the Customer Service Manager be fully briefed and available to the City in the absence of the Customer Service Manager?</i>
<i>Proponent's Response</i>	
9.	<i>What is the name and title of the Technical Specialist(s) (SME)?</i>
<i>Proponent's Response</i>	
10.	<i>What will be the role of the Technical Specialist (SME)?</i>
<i>Proponent's Response</i>	
11.	<i>In the space below, include the resume highlights for the Technical Specialist (SME) as applicable to this RFP.</i>
<i>Proponent's Response</i>	
12.	<i>Will a back-up to the Technical Specialist be fully briefed and available to the City in the absence of the Technical Specialist?</i>
<i>Proponent's Response</i>	

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13.	<i>What is the name and title of the Billing Representative?</i>
<i>Proponent's Response</i>	
14.	<i>What will be the role of the Billing Representative?</i>
<i>Proponent's Response</i>	
15.	<i>Will a back-up to the Billing Representative be fully briefed and available to the City in the absence of the Billing Representative?</i>
<i>Proponent's Response</i>	

16.	<i>What is the name and title of the Order Representative?</i>
<i>Proponent's Response</i>	
17.	<i>What will be the role of the Order Representative?</i>
<i>Proponent's Response</i>	
18.	<i>Will a back-up to the Order Representative be fully briefed and available to the City in the absence of the Order Representative?</i>
<i>Proponent's Response</i>	

For other team members inclusive of sub-contractors comprising or contributing to the Project Team, Proponents shall complete the tables below as required, to describe these team members' roles in the Project and their relevant experience. Lines may be added as required.

19.	<i>What is the name and title of team member A?</i>
<i>Proponent's Response</i>	
20.	<i>What is the role of team member A in servicing this Project?</i>
<i>Proponent's Response</i>	
21.	<i>What is team member A's relevant experience?</i>
<i>Proponent's Response</i>	

22.	<i>What is the name and title of team member B?</i>
<i>Proponent's Response</i>	

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23.	<i>What is the role of team member B in servicing this Project?</i>
<i>Proponent's Response</i>	
24.	<i>What is team member B's relevant experience?</i>
<i>Proponent's Response</i>	
25.	<i>What is the name and title of team member C?</i>
<i>Proponent's Response</i>	
26.	<i>What is the role of team member C in servicing this Project?</i>
<i>Proponent's Response</i>	
27.	<i>What is team member C's relevant experience?</i>
<i>Proponent's Response</i>	

Table 3.2.5 Organization Chart

1.	<i>Use the space below (expand as required) to insert an organization chart for the Proponent's proposed team, for both sales and operations. Include the escalation path showing who each team member reports to. We require a visual representation of the reporting structure for each of the team members.</i>
<i>Proponent's Response</i>	

### 3.3 Proponent's References

The Proponent is to describe the Proponent's relevant company experience with similar engagements for similar work over the last two years as well as references for same by completing the table below. A minimum of two references for each category is required. The Proponent may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. References for work completed by those who will be working directly with the City account are of interest. By submitting a Proposal, the Proponent consents to the City contacting these references, and also consents to the City:

- (a) using references of City staff; and



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- (b) contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

Reference for Category A, B, and/or C	Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

**3.4 Sub-Contractor Information (if applicable)**

- 3.4.1 The Sub-contractors shown below are the Sub-contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-contractors and no others in their stead without prior written authorization of the City.
- 3.4.2 The City reserves the right to object to any of the Sub-contractors listed in a Proposal. If the City objects to a listed Sub-contractor then the City will permit a Proponent to, within seven calendar days, propose a substitute Subcontractor acceptable to the City. A Proponent will not be required to make such a substitution and, if the City objects to a listed Sub-contractor, the Proponent may, rather than propose a substitute Sub-contractor, consider its Proposal rejected by the City and by written notice withdraw its Proposal.
- 3.4.3 If no Sub-contractors will be used, indicate "Not Applicable".

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

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**3.5 Sub-Contractor References**

The Proponent is to describe the sub-contractor's relevant company experience with similar engagements for similar work over the last two years as well as references for same by completing the table below. A minimum of two references for each category in which the sub-contractor will be working is required. The sub-contractor may, at its own discretion, expand on the number of references and information that it deems necessary to support its Proposal. References for work completed by those who will be working directly with the City account are of interest. By inclusion in a Proponent's Proposal, the sub-contractor consents to the City contacting these references, and also consents to the City:

- (a) using references of City staff; and
- (b) contacting any other organization for the purposes of evaluating the Proponent's company and Proposal.

Reference for Category A, B, and / or C	Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

**3.6 Mandatory Requirements**

3.6.1 Proposals submitted by Proponents shall meet all mandatory requirements set out in this RFP listed in Table 3.6 - Mandatory Requirements. If a Proponent submits a Proposal that does not meet all mandatory requirements, the City will set the Proponent's Proposal aside and give the Proposal no further consideration.

3.6.2 Proponents shall complete the table below, as indication of their Proposal being compliant with the mandatory requirements listed in Schedule A - Requirements. In completing the table below, the following terms and meanings shall apply:

- (a) 'Yes' = Proponent's Proposal meets the mandatory requirement
- (b) 'No' = Proponent's Proposal does not meet the mandatory requirement

Table 3.6 - Mandatory Requirements

Mandatory Requirement	CATEGORY A - Smartnet Maintenance	CATEGORY B - Contact Centre Maintenance	CATEGORY C - Hardware Purchases
1. Must provide and bid on all three categories of service.			

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2. All proposed services must be commercially available as of the RFP release date & during the potential five year term of the contract.			
3. Category A & B Technical Assistance Centres will be available 24 x 7 x 365.			

**3.7 Sustainability**

- 3.7.1 The City is committed to preserving the environment. Proponents should provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal. The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.
- 3.7.2 Please complete and include in the submitted Proposal, the following:
- (a) Declaration of Supplier Code of Conduct Compliance (Appendix 2);
  - (b) Sustainability Initiatives (Appendix 3a); and
  - (c) Vendor Sustainability Leadership Questionnaire (Appendix 3b).

**3.8 Project Timeline**

All Categories of Service must be in place and ready for City use by November 1, 2013.

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PART D - PROPOSAL DECLARATION FORM

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[Proponent's Letterhead]

To: [Insert submission location]

Attention: [Insert contact person]

Capitalized terms have the definitions given them in the RFP.

In consideration of the City's agreement to consider Proposals in accordance with the terms of the RFP, the Proponent hereby submits its Proposal in accordance with the following:

**I. PROPOSAL**

The Proponent acknowledges that:

- (a) this Proposal Declaration Form has been duly authorized and validly executed;
- (b) the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents" including, without limitation, and any and all Addenda; and
- (c) the City reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on the Proponent, and by submitting a Proposal, the Proponent agrees that it consents to the conduct of all or any of those investigations by the City.

**II. NO CONFLICT OF INTEREST IN PROPOSAL EVALUATION**

The Proponent confirms that there is no officer, director, shareholder, partner or employee or other person related to the Proponent or the Proponent's proposed 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.]***

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**III. NO CONFLICT OF INTEREST IN PROJECT**

The Proponent confirms that neither the Proponent nor its proposed Sub-contractors are currently engaged in providing (or are proposing to provide) telecommunications support, maintenance or supply of computer hardware of any kind to the Federal Government, Provincial Government, the Greater Vancouver Regional District (Metro Vancouver), or any member local governments of Metro Vancouver such that entering into the Agreement pursuant to this RFP would create a conflict of interest or the appearance of conflict of interest between the Proponent's duties to the City and the Proponent's duties of loyalty to these other governmental organizations, 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.]***

**IV. NO COLLUSION OR FRAUD**

The Proponent now confirms that its Proposal is in all respects a fair Proposal made without collusion or fraud and confirms that 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.]***

**V. NO LOBBY STATUS**

The Proponent now confirms that neither it nor any officers, directors, shareholders, partners, or employees of the Proponent or any of its proposed Sub-Contractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, 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 lobbyist registrations of the type described above.]***

IN WITNESS TO THE ABOVE, the Proponent has executed this Proposal Declaration Form and submits same with the attached Proposal:

\_\_\_\_\_  
Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please print)

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**PART E - SCHEDULES & APPENDICES**  
**SCHEDULE A - REQUIREMENTS**

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Schedule A contains the requirements for Specific Functionality for each of the three Categories of Services (Section 1.0) as well as requirements (Sections 2.0 - 7.0) that are common for all services regardless of any specific Category of Services.

Section 1.0 - Specific Functionality for Services is divided into three Categories of Services:

- (a) Category A - Cisco Smartnet Maintenance;
- (b) Category B - Contact Centre Maintenance, Licenses and Professional Services;  
and;
- (c) Category C - Cisco Hardware and Licenses.

Sections 2.0 - 7.0 set out requirements that are common to all Categories of Services. All Proponents are required to describe in their proposal how all such requirements will be satisfied. If there are different responses to the question(s) for each Category of Services, please clearly indicate in the rows labeled “Proponent’s Response”, for each applicable question.

Using the electronic copy of this Schedule A - Requirements, Proponents shall provide their responses in the spaces provided, as indicated in rows labeled “Proponent’s Response”.

The quality of Proponents’ Responses will be evaluated by the City, and each response should contain details to demonstrate the Proponent’s understanding of the requirement, and demonstrate how the Proponent can meet the requirement.

Proponents shall review Schedule A - Requirements, in detail, and shall understand the scope of services to be provided by the successful Proponent. In Addition the City is interested in Proposals that will add value to the Project. Innovative ideas will be favourably considered in evaluating all Proposals.

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Section	Detail
Proponents must submit a complete response for all categories of services. A Proponent may not bid on just one or two of the categories of services. A vendor will be selected who can meet the requirements of all three categories.	
1.0	Specific Functionality for Categories of Services:
1.1	Category A - Cisco Smartnet Maintenance
1.2	Category B - Contact Centre Maintenance, Licenses and Professional Services
1.3	Category C - Cisco Hardware and Licenses
The requirements listed in Sections 2.0 - 7.0 below are common to all Categories of Services and shall be addressed by all Proponents	
2.0	Transition and Implementation Plans
3.0	Pricing Models
4.0	Changes to Smartnet Maintenance contract
5.0	Changes to Contact Centre Maintenance Contracts
6.0	Billing and Invoicing
7.0	Value Added Services

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**1.0 Specific Functionality for Services**

The City has a large and complex voice, contact centre infrastructure and data network, as outlined in detail in Section 2.0 of Part B - Instructions to Proponents. The City has listed the functional requirements in the following sections, and requires these specific maintenance and professional services and products.

**1.1 CATEGORY A - Cisco Smartnet Maintenance Services**

The City maintains its Cisco voice, data and contact centre components on Cisco Smartnet contracts with direct access to Cisco TAC to open incidents. A broad range of devices and applications are included in these contracts, ranging from basic routers to enterprise sized switches and servers. The hours and type of coverage vary by component. All contracts co-terminate on October 31st. Any additions to contracts must be pro-rated to have the same end date as the main contract.

The City (including VPD) does not allow any remote maintenance to any services unless warranted by emergency situations or specifically requested by the City or VPD administrator; and only then permission may be granted with restrictions. All remote users on the City systems must be supervised by an authorized City staff member and all remote users on the VPD systems must be supervised by an authorized VPD staff member.

Cisco Smartnet maintenance is required on the items listed in Appendix 5 is a summary of Smartnet Contracted Maintenance Devices. This includes Cisco hardware, software and licensing. Different devices require different levels of support.

Table 1.1

1.	<i>Can you provide the complete suite of Cisco maintenance services? (Smartnet, ESW and UCSS, etc...). Please provide details of what you are able to provide.</i>
Proponent's Response	
2.	<i>Can you provide Cisco Smartnet maintenance for all of the listed components for the specific levels of support shown in "Appendix 5 - Summary of Cisco Smartnet Contracted Maintenance Devices"?</i>
Proponent's Response	
3.	<i>Can you provide co-terminus contracts on any additions to contracts so they are pro-rated to have the same end date as the main contracts? Are there any limitations to this?</i>
Proponent's Response	
4.	<i>Can you provide a consolidated list of contract numbers, descriptions, equipment locations, and their service levels updated on a quarterly basis?</i>
Proponent's Response	
5.	<i>How will you ensure that the contracted maintenance details are input correctly into Cisco's maintenance database?</i>
Proponent's Response	
6.	<i>Will you have a central point of contact for contract administration, change management and other contract support issues?</i>
Proponent's Response	
7.	<i>What is the dispute resolution process you propose if service levels are deemed unsatisfactory by the City?</i>
Proponent's Response	
8.	<i>Can you proactively provide notification of patches for all Cisco hardware and software supported under the maintenance contracts?</i>
Proponent's Response	
9.	<i>Can you proactively provide end of sale and end of life notifications?</i>
Proponent's Response	

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10.	<i>Approximately how many customers are you currently contracting Smartnet maintenance for?</i>
<i>Proponent's Response</i>	
11.	<i>Will you be able to have all these Cisco maintenance contracts in place ready for City use by November 1, 2013?</i>
<i>Proponent's Response</i>	



**1.2 CATEGORY B - Contact Centre Maintenance, Licenses and Professional Services**

This category includes UCCE maintenance, Calabrio QM and WFM maintenance, software updates, licenses and professional services.

The City has nine UCCE contact centres of various sizes throughout the City. Contact centre business days and hours vary, with some open 365 days of the year. All of the contact centres use CUIC for reporting purposes. Two of the contact centres use Calabrio's QM system and one of the contact centres uses Calabrio's WFM system. The contact centre systems must be remotely monitored by the Proponent and issues responded to 7x24x365. The City requires access to a web portal to open incidents and check the status of open incidents. The City also requires quarterly reports providing system health, number of incidents open/closed and regular notifications of the updates to the software.

With relation to the contact centres UCCE and Calabrio applications; experienced City staff build and modify scripts, workflows and agent profiles, they run CUIC reports, plan and coordinate system updates and upgrades and trouble shoot agent and system issues (opening incidents with proponent as required).

The City will require professional services which will include, but not be limited to, the following: major system upgrades, long term planning, system and end user license purchase and installation (for example, IVR port licenses and configuration, Calabrio QM and WFM end user licenses, UCCE concurrent agent licenses), custom contact centre script design, CUIC custom report design and training on application usage. If the proponent sub-contracts with a third-party for maintenance and /or professional service, the City will require access to work directly with the sub-contractors personnel.

Appendix 6 outlines the contact centre hardware and software components currently installed at the City, and on which Professional Services will be required.

Quotes for licenses and professional services are expected to be turned around within a reasonable time frame. For small items like the addition of UCCE concurrent agent licenses, Calabrio QM/WFM agent licenses, the turnaround should be within 1 business day. For larger items such as IVR port licenses and implementation, within a maximum of 7 working days. For projects, the scope of the project will determine the time required to provide an accurate quote.

The City will require 7x24x365 maintenance for the Cisco and Calabrio contact centre related servers, software and licenses. This will include, but not be limited to: trouble shooting server and agent side application issues, software integration issues, contact centre scripting and workflow issues and responding to all issues reported by City staff and / or generated by the vendor provided remote monitoring system.

All Major outage incidents will be responded to within one hour of the reporting of a major outage and all minor or non-emergency repairs will be responded to within 4 hours of the reported minor or non-emergency repair. All service impacting updates, upgrades or changes will be performed outside of contact center business hours, typically between 22:30 and 06:30, unless the issue being resolved is preventing the contact centres from taking calls and all parties are in agreement that the change should be completed within business hours.

In relation to the Contact Centre maintenance, licenses and professional services:

Table 1.2

<b>1.</b>	<i>Can you provide professional services for Cisco's UCCE suite of applications?</i>
<i>Proponent's Response</i>	
<b>2.</b>	<i>Can you provide professional services for Cisco CUIC?</i>
<i>Proponent's Response</i>	
<b>3.</b>	<i>Can you provide professional services for Calabrio QM and WFM?</i>
<i>Proponent's Response</i>	
<b>4.</b>	<i>Where is the technical assistance centre located?</i>
<i>Proponent's Response</i>	

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5.	<i>Will there be “live” 7X24x365 technical assistance available?</i>
<i>Proponent’s Response</i>	
6.	<i>Can you provide 7X24X365 remote systems monitoring?</i>
<i>Proponent’s Response</i>	
7.	<i>Will system issues reported automatically to the vendor be responded to 7x24x365 and the issue / resolutions reported to the City?</i>
<i>Proponent’s Response</i>	
8.	<i>Is there a web portal available for the City to review the status of incidents and open/close incidents as required?</i>
<i>Proponent’s Response</i>	
9.	<i>Will the response to a major outage be within one hour of the reporting of the major outage?</i>
<i>Proponent’s Response</i>	
10.	<i>Will the response to a minor or non-emergency repair be within 4 hours of the reported minor or non-emergency repair?</i>
<i>Proponent’s Response</i>	
11.	<i>What repairs and maintenance would be done on-site?</i>
<i>Proponent’s Response</i>	
12.	<i>What repairs and maintenance would be done remotely?</i>
<i>Proponent’s Response</i>	
13.	<i>Provide detailed information on your maintenance and professional services policies, practices and options (both for remote and on-site).</i>
<i>Proponent’s Response</i>	
14.	<i>Can you provide all software updates for both the Cisco and Calabrio contact centre applications as part of the Maintenance contract? Would there be any additional charges for these? Please describe offering.</i>
<i>Proponent’s Response</i>	
15.	<i>Can you provide professional services for all software updates for both the Cisco and Calabrio contact centre applications as part of the Maintenance contract? Would there be any additional charges for these?</i>
<i>Proponent’s Response</i>	
16.	<i>How much notice do you require to complete minor work? Provide examples.</i>
<i>Proponent’s Response</i>	
17.	<i>How much notice do you require to complete major work? Provide examples.</i>
<i>Proponent’s Response</i>	
18.	<i>Are general configuration questions such as technical advice for configuration and maintenance included as part of the maintenance contract? Please describe, and include any limitations.</i>
<i>Proponent’s Response</i>	
19.	<i>Can you ensure that maintenance and professional services will be provided in accordance with the operational hours for the City contact centres?</i>
<i>Proponent’s Response</i>	
20.	<i>Will you provide SLAs for all services provided under the maintenance contract? Please describe.</i>
<i>Proponent’s Response</i>	
21.	<i>In the space below, insert examples of your SLAs for the services you are proposing.</i>

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<i>Proponent's Response</i>	
22.	<i>Can you provide a dedicated project manager for professional services for larger projects, as required?</i>
<i>Proponent's Response</i>	
23.	<i>Can you provide proactive notification for patches for all Cisco UCCE software used by the City?</i>
<i>Proponent's Response</i>	
24.	<i>Can you proactively provide end of sale and end of life notifications for all Cisco UCCE software used by the City?</i>
<i>Proponent's Response</i>	
25.	<i>Can you proactively provide notification of patches for all Cisco UCCE software used by the City?</i>
<i>Proponent's Response</i>	
26.	<i>Can you provide quarterly status reports on system health, the number of incidents opened, and other such items?</i>
<i>Proponent's Response</i>	
27.	<i>What is your dispute resolution process with respect to service levels deemed unsatisfactory by the City?</i>
<i>Proponent's Response</i>	
28.	<i>What penalty provisions will be applicable when you do not respond to an outage or a repair within the agreed upon time frame?</i>
29.	<i>If you subcontract the maintenance services out to a third party, will the City have direct access to the subcontractor to open, update and monitor incidents?</i>
<i>Proponent's Response</i>	
30.	<i>If you subcontract the Professional Services out to a third party, will the City have access to work directly with the sub-contractor?</i>
<i>Proponent's Response</i>	
31.	<i>Will you be able to have all of the Category B contracts in place ready for City use by November 1, 2013?</i>
<i>Proponent's Response</i>	

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### 1.3 Cisco Hardware and License Purchases

The City requires defined and strictly-enforced procedures on how orders are to be placed, and by whom. A dedicated Order Representative (and dedicated back-up personnel) must be part of the dedicated account team supporting the City.

The successful Proponent's order process must be such that order placement under the contract resulting from this RFP is restricted to only authorized personnel from the City who have been approved, according to City protocol, to place orders on behalf of the City. The City shall not be liable for any orders placed by unauthorized personnel from the City. The City shall not be liable for any orders placed which do not comply with conditions stated in this section.

Details outlining possible Cisco equipment purchases are in Appendix 7- Potential Two Year Hardware Purchases

In relation to the Hardware and License Purchasing:

Table 1.3

1.	<i>Describe your purchasing process.</i>
<i>Proponent's Response</i>	
2.	<i>Can you provide a single point of contact for requesting quotes and ordering?</i>
<i>Proponent's Response</i>	
3.	<i>Describe what process you will have in place to ensure that orders will be placed by City authorized personnel only?</i>
<i>Proponent's Response</i>	
4.	<i>Can you provide a maximum of 1 business day response time for quotes?</i>
<i>Proponent's Response</i>	
5.	<i>Can you provide quotes that are valid for a minimum of 30 days?</i>
<i>Proponent's Response</i>	
6.	<i>Can you provide a discount scheme based on trade in value when upgrading or replacing equipment?</i>
<i>Proponent's Response</i>	
7.	<i>What hardware do you stock locally? Where do the other items typically come from?</i>
<i>Proponent's Response</i>	
8.	<i>How will you handle orders for emergency requirements?</i>
<i>Proponent's Response</i>	
9.	<i>How do you handle orders that are "back-ordered"? How often does this happen and typically on what products?</i>
<i>Proponent's Response</i>	
10.	<i>Can you provide a web portal or online system for requesting quotes and ordering?</i>
<i>Proponent's Response</i>	
11.	<i>Can you ensure that all invoices include the City's PO number order date, service address and a clear description on the goods/services on the invoice (i.e., not just a part number)?</i>
<i>Proponent's Response</i>	
12.	<i>Can you provide a quarterly summary of all equipment purchased and costs?</i>
<i>Proponent's Response</i>	

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13.	<i>What is your standard delivery time frame? Include some examples of typical delivery times. For example; phones, POE switches, blade servers, CAD license.</i>
<i>Proponent's Response</i>	
14.	<i>Can you provide a web portal or online system for tracking order status?</i>
<i>Proponent's Response</i>	
15.	<i>Can you provide firm delivery dates / times?</i>
<i>Proponent's Response</i>	
16.	<i>Can you provide delivery of goods to different City locations?</i>
<i>Proponent's Response</i>	
17.	<i>Can you ensure that deliveries are directed to the attention of a designated individual, which may vary from order to order?</i>
<i>Proponent's Response</i>	
18.	<i>What is your policy for DOA equipment? What is the process to return DOA equipment?</i>
<i>Proponent's Response</i>	
19.	<i>What is your exchange or return policy?</i>
<i>Proponent's Response</i>	
20.	<i>Do you have any equipment recycling programs? If yes, describe the process used to ensure the City's confidential devices are wiped before they are recycled.</i>
<i>Proponent's Response</i>	
21.	<i>Describe the unique features and/or advantages of your order process/system.</i>
<i>Proponent's Response</i>	
22.	<i>Will you be able to have all the hardware and license purchase contracts and processes in place ready for City use by November 1, 2013?</i>
<i>Proponent's Response</i>	

Sections 2.0 Transition and Implementation Plans - 7.0 Value Added Services below, set out the requirements that are common for all three Categories of Service: A, B and C.

**2.0 Transition and Implementation Plans**

The City is a 7 x 24 x 365 operation. Downtime must be kept to a minimum.

Proposals must include detailed transition and implementation plans (including timelines and responsibilities) for each of the three categories. All new contracts will take effect November 1, 2013.

Table 2.0

1.	<i>Describe in detail your proposed transition plans for Smartnet Maintenance</i>
<i>Proponent's Response</i>	
2.	<i>Describe in detail your proposed transition plans for Contact Centre Maintenance, Licenses and Professional Services.</i>
<i>Proponent's Response</i>	
3.	<i>Describe in detail your proposed transition and implementation plans for hardware purchases.</i>
<i>Proponent's Response</i>	

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**3.0 Pricing Models**

- (a) Smartnet Maintenance
- (b) Contact Centres (UCCE, WFM, QM) Maintenance, Licenses and Professional Services
- (c) Hardware and License Purchases

If an answer is not the same for all three categories above, please indicate in your responses below.

Table 3.0

1.	<i>If your rates for a particular service are reduced during the term of the contract, will the City be notified and receive the reduced rate?</i>
<i>Proponent's Response</i>	
2.	<i>Does your pricing model provide for the lowest pricing based on the quantity, size, support, and term offered?</i>
<i>Proponent's Response</i>	
3.	<i>Does your pricing model reflect pricing for the two-year contract term, without any price increases during the three optional one-year extensions?</i>
<i>Proponent's Response</i>	
4.	<i>Does your pricing model provide out-of-contract price protection (e.g. month-by-month) for up to one year past expiry of initial two year or subsequent three one-year extensions?</i>
<i>Proponent's Response</i>	
5.	<i>Can you ensure that the contract term is not automatically renewed upon reaching the end of the initial two (2) year contract or any of the three (3) potential one (1) year contracts, unless written consent to renew is provided by the City?</i>
<i>Proponent's Response</i>	
6.	<i>How much lead time will you require the City to provide to ensure that contracts are updated and renewed after the first two (2) year term or any of the three (3) potential one (1) year terms in a timely manner?</i>
<i>Proponent's Response</i>	
7.	<i>Can you ensure that pricing for professional services does not increase during the maximum five-year term of the contract (inclusive of optional years)?</i>
<i>Proponent's Response</i>	

**4.0 Changes to Smartnet Maintenance Contracts**

Over the term of the Smartnet maintenance contract, the City will be making changes to its Network and Telecom infrastructure that will result in changes as to what is covered under Smartnet maintenance contracts. New equipment will be added and old equipment will no longer require coverage. Regardless of when such changes are required, they will be implemented pursuant to the existing maintenance contract (or remainder of such year at the time of implementation) and then for subsequent contract years the City will pay the full agreed annual price.

Table 4.0

1.	<i>As requested by the City, will you remove maintenance on individual devices / licenses throughout the term of the contract? How will contract costs be adjusted?</i>
<i>Proponent's Response</i>	
2.	<i>What is the process to follow when adding or removing hardware, software or licensing to the Smartnet contracts?</i>

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<i>Proponent's Response</i>	
3.	<i>How will the resulting credits and partial year payments be handled? When adding or removing devices or services, how will resulting credits and partial year payments be handled?</i>
<i>Proponent's Response</i>	

**5.0 Changes to Contact Centre Maintenance Contracts**

Over the term of the Contact Centre maintenance contract, the City will be making changes to its Contact Centre infrastructure that will result in changes as to what is covered under Contact Centre maintenance contract. New items will be added and old items will no longer require coverage. Regardless of when such changes are required, they will be implemented pursuant to the existing maintenance contract (or remainder of such year at the time of implementation) and then for subsequent contract years the City will pay the full agreed annual price.

Table 5.0

1.	<i>As requested by the City, will you remove maintenance on individual devices / licenses throughout the term of the contract? How will contract costs be adjusted?</i>
<i>Proponent's Response</i>	
2.	<i>What is the process to follow when adding or removing items to the maintenance contracts?</i>
<i>Proponent's Response</i>	
3.	<i>Is there a difference in the process followed when adding or removing services between Cisco UCCE and Calabrio WFM / QM ? if yes, please describe.</i>
<i>Proponent's Response</i>	
4.	<i>When adding or removing services, how will resulting credits and partial year payments be handled?</i>
<i>Proponent's Response</i>	
5.	<i>What is the process followed to update the remote monitoring and support when the City adds or removes contact centre hardware or software?</i>
<i>Proponent's Response</i>	

**6.0 Billing and Invoicing**

All invoices must include specific City of Vancouver information, including:

- (a) contract numbers
- (b) purchase order numbers
- (c) descriptive language as well as part/service numbers or references
- (d) location addresses

The successful Proponent shall have a billing system that is customizable to the City's requirements. The City would like to be able to view invoices and contract information online, with security based viewing and administrative rights. The Proponent shall have a process in place to resolve billing issues in a timely manner.

The City does not pay late payment fees or interest charges.

Table 6.0

1.	<i>Describe your billing process and system.</i>
<i>Proponent's Response</i>	
2.	<i>Can you meet the City's invoice requirements as outlined above, at no cost to the City? Are there any limitations?</i>

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<i>Proponent's Response</i>	
3.	<i>What information is included on a detail page for each order?</i>
<i>Proponent's Response</i>	
4.	<i>Can you ensure that all invoices include the City's PO number, "Order placed by", order date, expected delivery date and service address?</i>
<i>Proponent's Response</i>	
5.	<i>Can you provide a web portal for the City to review purchase order and invoice details online securely?</i>
<i>Proponent's Response</i>	
6.	<i>What security measures will you provide, to allow only authorized City personnel to view only the accounts to which they have authorized access?</i>
<i>Proponent's Response</i>	
7.	<i>Do you agree to the City's payment terms minimum of net 30 days after receipt of approved invoice?</i>
<i>Proponent's Response</i>	
8.	<i>Do you agree not to charge the City late payment fees or interest charges?</i>
<i>Proponent's Response</i>	
9.	<i>Describe the unique features and/or advantages of your billing process/system.</i>
<i>Proponent's Response</i>	
10.	<i>Describe your process for resolving billing issues.</i>
<i>Proponent's Response</i>	
11.	<i>Please provide sample invoice(s).</i>
<i>Proponent's Response</i>	

**7.0 Value Added Services**

In its Proposal, the Proponent shall describe any unique aspects of its organization that would bring additional value to a contract with the City.

The Proponent has the opportunity to offer and describe any value-added services, products or items not specifically asked for in the RFP, and to provide details on what the Proponent is prepared to supply as part of the contract. Unless otherwise stated, any value-added services offered shall have no additional costs to the City; however, if there are additional costs, the Proponent shall indicate such costs, and provide the details in Schedule B - Pricing Tables.

Table 7.0

1.	<i>Describe any unique aspects of your organization that would bring additional value to a contract with the City.</i>
<i>Proponent's Response</i>	
2.	<i>Describe in detail any value-added services, products or items you will supply as part of the contract, which will have no additional costs to the City.</i>
<i>Proponent's Response</i>	



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**SCHEDULE B - PRICING TABLES**

**PRICING TABLE 1 - CATEGORY A – CISCO SMARTNET MAINTENANCE**

#	Service Group	Description	Location	Service Product Number	Description	Service Level	Quantity	Per Unit Cost	Year 1 Cost	Year 2 Cost	Total 2 Year Cost	Each Additional Year Cost	5 Year Cost	% Discount off List
1	Telecom - CoV	CUCM Enhanced end user licenses	N/A	Communications Manager 6.1.5 to 9.0.1	ESSENTIAL SW Migration to UC Manager Enhanced	ESSENTIAL SW	3,962				\$0		\$0	
2	Telecom - CoV	CUCM Essential end user licenses	N/A	Communications Manager 6.1.5 to 9.0.1	ESSENTIAL SW Migration to UC Manager Essential	ESSENTIAL SW	423				\$0		\$0	
3	Telecom - CoV	UCCE system software	N/A	Communications Manager 6.1.5 to 9.0.1	ESSENTIAL SW Top Level SKU For 9.	ESSENTIAL SW	1				\$0		\$0	
4	Telecom - CoV	UCCE system software	N/A	Contact Center Enterprise Intelligence Center	ESSENTIAL SW Contact Center Enterprise Optional Items	ESSENTIAL SW	1				\$0		\$0	
5	Telecom - CoV	CUIC reporting server software	N/A	Contact Center Enterprise Intelligence Center	ESSENTIAL SW Licnese for Contact Center Enterprise Intelligence Center	ESSENTIAL SW	1				\$0		\$0	
6	Telecom - CoV	Meeting Place user licenses	N/A	MeetingPlace 8.5(4)	ESSENTIAL SW MP 8.x A/V User License - 1 User eDeliv	ESSENTIAL SW	65				\$0		\$0	
7	Telecom - CoV	Meeting Place system software	E-Comm	MeetingPlace 8.5(4)	ESSENTIAL SW MP 8.x Audio/Video Server	ESSENTIAL SW	2				\$0		\$0	
8	Telecom - CoV	Meeting Place system software	E-Comm	MeetingPlace 8.5(4)	ESSENTIAL SW MP 8.x Top Level	ESSENTIAL SW	1				\$0		\$0	
9	Telecom - CoV	Meeting Place system software	E-Comm	MeetingPlace 8.5(4)	ESSENTIAL SW MP 8.x User License Top Level	ESSENTIAL SW	1				\$0		\$0	
10	Telecom - CoV	Unity Connection	City Wide	ESW-UNCN8VU	Mig Unity 4.x or later/Unity Cxn 1.x to Unity Cxn 8.x Users	ESSENTIAL SW(ESW)	5,737				\$0		\$0	
11	Network - CoV	PCI Firewall	EComm	SU1-A25IPS9	ASA 5525-X with IPS, SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES	IPS Svc, AR NBD(SU1)	2				\$0		\$0	
12	Network - CoV	PCI Firewall	City Hall	SU1-AS2A10K9	ASA 5520 Appliance w/ AIP-SSM-10, SW, HA, 4GE+1FE, 3DES/AES	IPS Svc, AR NBD(SU1)	1				\$0		\$0	
13	Telecom - CoV	Voice VM Server infrastructure	E-Comm / City Hall	UCS B-Series Blade Servers	ONSITE 24X7X4 UCS B200 M3 Blade Se	ONSITE 24X7X4	6				\$0		\$0	
14	Telecom - CoV	Voice VM Server infrastructure	E-Comm / City Hall	UCS C-Series Servers	ONSITE 24X7X4 UCS C220 M3 SFF w/o	ONSITE 24X7X4	4				\$0		\$0	
15	Telecom - CoV	Voice VM Server infrastructure	E-Comm / City Hall	UCS Host : Infrastructure Bundle	ONSITE 24X7X4 5108 Blade Server Chassis	ONSITE 24X7X4	2				\$0		\$0	

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#	Service Group	Description	Location	Service Product Number	Description	Service Level	Quantity	Per Unit Cost	Year 1 Cost	Year 2 Cost	Total 2 Year Cost	Each Additional Year Cost	5 Year Cost	% Discount off List
16	Telecom - CoV	Voice VM Server infrastructure	E-Comm / City Hall	UCS Host : Infrastructure Bundle	ONSITE 24X7X4 6248UP Fabric Interconnect	ONSITE 24X7X4	4				\$0		\$0	
17	Telecom - CoV	Voice VM Server infrastructure	E-Comm / City Hall	UCS Host : Infrastructure Bundle	ONSITE 24X7X4 UCS B22 M3 Server	ONSITE 24X7X4	4				\$0		\$0	
18	Network - CoV	Cisco Router all T1 Sites	All T1 Sites	Cisco1921/K9	Cisco 1921 T1 Bundle incl. HWIC-1DSU-T1,256F/512D, SEC Lic	SMARTnet 8x5xNBD(SNT)	4				\$0		\$0	
19	Network - CoV	Cisco Router	VPL Branches	CISCO1841	Modular Router w/2xFE, 2 WAN slots, 64 FL/256 DR	SMARTnet 8x5xNBD(SNT)	19				\$0		\$0	
20	Network - CoV	Access control Server	ECOMM	CSACS-1121-K9	ACS 1121 Appliance With 5.x SW And Base license	SMARTnet Onsite 8x5xNBD(CS)	1				\$0		\$0	
21	Telecom - CoV	spare SRST	VanCity	CISCO3825-SRST/K9	3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	SMARTnet Premium 24x7x4 (SNTP)	1				\$0		\$0	
22	Telecom - CoV	spare SRST	VanCity	3845SRST	3845 Voice Bundle w/ PVDM2-64,FL-SRST-250,SP Serv,128F/512D	SMARTnet Premium 24x7x4 (SNTP)	1				\$0		\$0	
23	Network - CoV	Cisco BGP Router	ECOMM	7206VXRN	7206VXR with NPE-G2 includes 3GigE/FE/E Ports and IP SW	SMARTnet Premium 24x7x4 (SNTP)	1				\$0		\$0	
24	Network - CoV	Load Balance	ECOMM	ACE47102	ACE 4710 Hardware-2Gbps-7500 SSL-1GbpsComp-5VC- 50AppAccel	SMARTnet Premium 24x7x4 (SNTP)	1				\$0		\$0	
25	Network - CoV	SRST Router	SunSet CC	CISCO2801-SRST/K9	2801 Voice Bundle w/ PVDM2-8,FL-SRST-25,SP Serv,128F/384D	SMARTnet Premium 24x7x4 (SNTP)	1				\$0		\$0	
26	Network - CoV	SRST Router	RoundHouse CC	C2811V9	2811 Voice Bundle,PVDM2-16,SP Serv,128F/512D	SMARTnet Premium 24x7x4 (SNTP)	1				\$0		\$0	
27	Network - CoV	SRST Router	Parking Enf.	C2821VK9	2821 Voice Bundle,PVDM2-32,SP Serv,128F/512D	SMARTnet Premium 24x7x4 (SNTP)	1				\$0		\$0	
28	Network - CoV	SRST Router	456 W.Broadway	C2851VK9	2851 Voice Bundle,PVDM2-48,SP Serv,128F/512D	SMARTnet Premium 24x7x4 (SNTP)	1				\$0		\$0	
29	Network - CoV	Cisco switch	VPL Main	C4507RE	Cat4500 E-Series 7-Slot Chassis, fan, no ps, Red Sup Capable	SMARTnet Premium 24x7x4 (SNTP)	1				\$0		\$0	
30	Network - CoV	Access control Server	E-Comm	CSA1113	Cisco Secure ACS 4.X Solution Engine 1113 Appliance	SMARTnet Premium 24x7x4 (SNTP)	1				\$0		\$0	

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31	Network - CoV	Access control Server	City Hall	CSA1113	Cisco Secure ACS 4.X Solution Engine 1113 Appliance	SMARTnet Premium 24x7x4 (SNTP)	1					\$0		\$0	
#	Service Group	Description	Location	Service Product Number	Description	Service Level	Quantity	Per Unit Cost	Year 1 Cost	Year 2 Cost	Total 2 Year Cost	Each Additional Year Cost	5 Year Cost	% Discount off List	
32	Network - CoV	Cisco Core Switch	Chess Street	W6506EOS	Cat 6506 Chassis, 6slot, 12RU, No Pow Supply, No Fan Tray	SMARTnet Premium 24x7x4 (SNTP)	2				\$0		\$0		
33	Network - CoV	Cisco Core Switch	City Hall	W6509EOS	Catalyst 6509 Chassis w/ 1300W AC Power Supply	SMARTnet Premium 24x7x4 (SNTP)	1				\$0		\$0		
34	Network - CoV	Cisco switch	National Yards	WS-C4507	Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable	SMARTnet Premium 24x7x4 (SNTP)	1				\$0		\$0		
35	Telecom - CoV	UCSS - CUCM - Basic user licences	E-Comm	UCSS - CUCM - Basic user licences	UCSS - Basic user licences	SOFTWARE	1				\$0		\$0		
36	Telecom - CoV	UCSS - CUCM - Enhanced plus user licences	N/A	UCSS - CUCM - Enhanced plus user licences	UCSS - Enhanced plus user licences	SOFTWARE	3,970				\$0		\$0		
37	Telecom - CoV	UCSS - CUCM - Enhanced user licences	N/A	UCSS - CUCM - Enhanced user licences	UCSS - Enhanced user licences	SOFTWARE	400				\$0		\$0		
38	Telecom - CoV	UCSS - CUCM - Essential user licences	N/A	UCSS - CUCM - Essential user licences	UCSS - Essential user licences	SOFTWARE	3,670				\$0		\$0		
39	Telecom - CoV	Meeting Place user licences	N/A	UCSS - Meeting Place - user licences	UCSS - Meeting Place - user licences	SOFTWARE	65				\$0		\$0		
40	Telecom - CoV	unity connection user licences	N/A	UCSS - Unity Connection - user licences	UCSS - Unity Connection - user licences	SOFTWARE	5,737				\$0		\$0		
41	Telecom - CoV	UCCE - system software subscription	E-Comm	UCSS-CCE	UCSS Unified Contact Center Enterprise	SOFTWARE	1				\$0		\$0		
42	Telecom - CoV	UCCE - concurrent agent licences	N/A	UCSS-CCE-PR-1-1	UCSS CCE Premium Agent One Year - 1 agent	SOFTWARE	110				\$0		\$0		
43	Telecom - CoV	UCCE - IPIVR system software subscription	N/A	UCSS-IPIVR	UCSS for IPIVR	SOFTWARE	1				\$0		\$0		
44	Telecom - CoV	UCCE - IPIVR port software subscription	N/A	UCSS-IPIVR-1-1	UCSS for IPIVR for One Year - 1 port	SOFTWARE	60				\$0		\$0		
	TOTAL COST														

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**PRICING TABLE 2 - CATEGORY B - CONTACT CENTRE MAINTENANCE, LICENSES AND PROFESSIONAL SERVICES**

Proponent to add lines for other labour types as required (or adjust bundle sizes)  
This is for labour not included in the maintenance contract

Item	Service	Per Hour Cost	Bundled Cost - 10 hours	Bundled Cost - 50 hours
1	Professional Services - consulting			
2	Professional Services - project management			
3	Technical - regular time			
4	Technical - overtime			
5	Other			

Item	License Description	Product	Per Unit Cost	Bundled Cost - 10 Licenses	Bundled Cost - 25 Licenses		
1	Calabrio QM - concurrent agent licenses	Calabrio Quality Management (QM)					
2	Calabrio WFM - concurrent agent licenses	Calabrio Work Force Management (WFM)					
3	IPCC Enterprise Premium Agent - concurrent agent licenses	IPCC Enterprise Premium Agent					
4	IPCC Enterprise Server licenses	IPCC Enterprise Server					
5	IVR ports - licenses	IPIVR 5.0 Port					
6	Other						

Item	Other Charges						
	<i>To be added by Proponent as required, for services outlined in Schedule A</i>						

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**PRICING TABLE 3 - CATEGORY B - CONTACT CENTRE  
MAINTENANCE - major and minor upgrades included**

All major and minor software releases should be included in this maintenance pricing.  
Telephone and remote assistance for City Telecom staff to be included in this pricing (per schedule A requirements)

#	Service Group	Description	Location	Product	Service Level	Quantity	Per Unit Cost	Year 1 Cost	Year 2 Cost	Total 2 Year Cost	Each Additional Year Cost	5 Year Cost
1	all contact centres	UCCE - AW / HDS - server	E-Comm	AW / HDS server - 4 cores on B200 blade server	24x7 SUPPORT	1						
2	311 / POE	Calabrio Quality Management (QM) - server	E-Comm	Calabrio QM server - 2 cores on B22 blade server	24x7 SUPPORT	1						
3	311	Calabrio WorkForce Management (WFM) - server	E-Comm	Calabrio WFM server - 2 cores on B22 blade server	24x7 SUPPORT	1						
4	all contact centres	CUIC - server	E-Comm	CUIC server - 4 cores on B200 blade server	24x7 SUPPORT	1						
5	all contact centres	UCCE - ICM - servers	E-Comm / City Hall	ICM servers - 4 cores on B200 blade server	24x7 SUPPORT	2						
6	all contact centres	UCCE - IVR - servers	E-Comm / City Hall	IVR servers - 2 cores on B200 blade server	24x7 SUPPORT	2						
7	all contact centres	UCCE - PG - servers	E-Comm / City Hall	PG servers - 2 cores on B200 blade server	24x7 SUPPORT	2						
8	311 / POE	Calabrio QM - concurrent agent licenses	E-Comm	Calabrio Quality Management (QM)	24x7 SUPPORT	162						
9	311	Calabrio WFM - concurrent agent licenses	E-Comm	Calabrio Work Force Management (WFM)	24x7 SUPPORT	115						
10	all contact centres	IPCC Enterprise Premium Agent - concurrent agent licenses	E-Comm / City Hall	IPCC Enterprise Premium Agent	24x7 SUPPORT	110						
11	all contact centres	IPCC Enterprise Server license	E-Comm / City Hall	IPCC Enterprise Server	24x7 SUPPORT	1						
12	all contact centres	IVR ports - licenses - 30 per side	E-Comm / City Hall	IPIVR 5.0 Port Qty 1	24x7 SUPPORT	60						

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13	311 / POE	Calabrio QM - application software	E-Comm	Calabrio QM - s/w rls. 8.9.1.37 SR-ES2	24x7 SUPPORT	1						
14	311	Calabrio WFM - application software	E-Comm	Calabrio WFM - s/w rls. 8.9.1.37 SR-ES2	24x7 SUPPORT	1						
15	all contact centres	Cisco CUIC - application software	E-Comm	Cisco CUIC - s/w rls. 9.0(2) build 1 (9_0_2_10000_89)	24x7 SUPPORT	1						
#	Service Group	Description	Location	Product	Service Level	Quantity	Per Unit Cost	Year 1 Cost	Year 2 Cost	Total 2 Year Cost	Each Additional Year Cost	5 Year Cost
16	all contact centres	Cisco IPCC Enterprise (IPIVR) UCCE - application software	E-Comm / City Hall	Cisco IPCC Enterprise (IPIVR) UCCE - s/w rls. 9.0.2.10000-71	24x7 SUPPORT	2						
17	all contact centres	IPCCATP ESSENTIAL SW IVR 9.0 Port software	E-Comm / City Hall	IPCCATP ESSENTIAL SW IVR 9.0 Port	24x7 SUPPORT	60						

POE = Parking Operations and Enforcement

Contact Centre

311 = 311 Contact Centre

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**PRICING TABLE 4 - CATEGORY B - CONTACT CENTRE MAINTENANCE - minor upgrades only**

Only minor software releases should be included in this maintenance pricing.  
Telephone and remote assistance for City Telecom staff to be included in this pricing (per schedule A requirements)

#	Service Group	Description	Location	Product	Service Level	Quantity	Per Unit Cost	Year 1 Cost	Year 2 Cost	Total 2 Year Cost	Each Additional Year Cost	5 Year Cost
1	all contact centres	UCCE - AW / HDS - server	E-Comm	AW / HDS server - 4 cores on B200 blade server	24x7 SUPPORT	1						
2	311 / POE	Calabrio Quality Management (QM) - server	E-Comm	Calabrio QM server - 2 cores on B22 blade server	24x7 SUPPORT	1						
3	311	Calabrio WorkForce Management (WFM) - server	E-Comm	Calabrio WFM server - 2 cores on B22 blade server	24x7 SUPPORT	1						
4	all contact centres	CUIC - server	E-Comm	CUIC server - 4 cores on B200 blade server	24x7 SUPPORT	1						
5	all contact centres	UCCE - ICM - servers	E-Comm / City Hall	ICM servers - 4 cores on B200 blade server	24x7 SUPPORT	2						
6	all contact centres	UCCE - IVR - servers	E-Comm / City Hall	IVR servers - 2 cores on B200 blade server	24x7 SUPPORT	2						
7	all contact centres	UCCE - PG - servers	E-Comm / City Hall	PG servers - 2 cores on B200 blade server	24x7 SUPPORT	2						
8	311 / POE	Calabrio QM - concurrent agent licenses	E-Comm	Calabrio Quality Management (QM)	24x7 SUPPORT	162						
9	311	Calabrio WFM - concurrent agent licenses	E-Comm	Calabrio Work Force Management	24x7 SUPPORT	115						

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				(WFM)									
10	all contact centres	IPCC Enterprise Premium Agent - concurrent agent licenses	E-Comm / City Hall	IPCC Enterprise Premium Agent	24x7 SUPPORT	110							
11	all contact centres	IPCC Enterprise Server license	E-Comm / City Hall	IPCC Enterprise Server	24x7 SUPPORT	1							
12	all contact centres	IVR ports - licenses - 30 per side	E-Comm / City Hall	IPIVR 5.0 Port Qty 1	24x7 SUPPORT	60							
<b>#</b>	<b>Service Group</b>	<b>Description</b>	<b>Location</b>	<b>Product</b>	<b>Service Level</b>	<b>Quantity</b>	<b>Per Unit Cost</b>	<b>Year 1 Cost</b>	<b>Year 2 Cost</b>	<b>Total 2 Year Cost</b>	<b>Each Additional Year Cost</b>	<b>5 Year Cost</b>	
13	311 / POE	Calabrio QM - application software	E-Comm	Calabrio QM - s/w rls. 8.9.1.37 SR-ES2	24x7 SUPPORT	1							
14	311	Calabrio WFM - application software	E-Comm	Calabrio WFM - s/w rls. 8.9.1.37 SR-ES2	24x7 SUPPORT	1							
15	all contact centres	Cisco CUIC - application software	E-Comm	Cisco CUIC - s/w rls. 9.0(2) build 1 (9_0_2_10000_89)	24x7 SUPPORT	1							
16	all contact centres	Cisco IPCC Enterprise (IPIVR) UCCE - application software	E-Comm / City Hall	Cisco IPCC Enterprise (IPIVR) UCCE - s/w rls. 9.0.2.10000-71	24x7 SUPPORT	2							
17	all contact centres	IPCCATP ESSENTIAL SW IVR 9.0 Port software	E-Comm / City Hall	IPCCATP ESSENTIAL SW IVR 9.0 Port	24x7 SUPPORT	60							

POE = Parking Operations and Enforcement Contact Centre

311 = 311 Contact Centre



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**PRICING TABLE 5 - CATEGORY C – CISCO HARDWARE AND LICENSES**

\* after discount

\*\* % discount off list price

		Estimates						
#	ITEM	Year 1	Year 2	2 Year Total	Per Unit Cost*	Total Cost	% Discount**	Comments
1	Cisco 7911G phone	1	1	2		\$0		
2	Cisco 7925G wireless phone	5	10	15		\$0		
3	Cisco 7942G phone	50	50	100		\$0		
4	Cisco 7945G - GB phone	5	10	15		\$0		
5	Cisco 7962G phone	50	50	100		\$0		
6	Cisco 7965G - GB phone	5	10	15		\$0		
7	Cisco 7915 expansion module	2	2	4		\$0		
8	CP - Single Footstand	2	2	4		\$0		
9	CP - Double Footstand	2	2	4		\$0		
10	Cisco 7937 Conference Phone	5	5	10		\$0		

		Estimates						
#	ITEM	Year 1	Year 2	2 Year Total	Per Unit Cost*	Total Cost	% Discount**	Comments
11	Cisco 7937 IP Ex Mics Kit	5	5	10		\$0		
12	CP Wallmount Kit	2	2	4		\$0		
13	CP Lcking Wallmnt	2	2	4		\$0		
14	CP-PWR-Cube	2	2	4		\$0		
15	CP-PWR-Cord	2	2	4		\$0		
16	CP-Handset	2	2	4		\$0		
17	Handset cords	2	2	4		\$0		
18	VG202 analoge gateway - 2 port	25	75	100		\$0		
19	VG204 analoge gateway - 4 port	5	10	15		\$0		

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20	VG224 analoge gateway - 24 port	2	2	4		\$0		
21	UCS-SP-INFRA-CHSS - UCS SP BASE 5108 Blade Svr AC Chassis	1	0	1		\$0		
22	UCS-SP-INFRA-FI - UCS 6248 FI w/ 12p LIC Cables Bundle	1	0	1		\$0		
23	UCS-SP-ENTS-B22 - UCS B22 M3 Blade Server w/ 2420 6x8GB VIC 1240	1	0	1		\$0		
24	UCSB-B200-M3-U - UCS B200 M3 Blade Server w/o CPU mem HDD mLOM/mezz (UPG)	1	0	1		\$0		
25	UCS-CPU-E5-2680 - 2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600MHz	1	0	1		\$0		
26	UCS-MR-1X041RY-A - 4GB DDR3-1600-MHz RDIMM/PC3-12800/single rank/1.35v	1	0	1		\$0		
27	UCS-MR-1X082RY-A - 8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	1	0	1		\$0		
28	A03-D300GA2 - 300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	1	0	1		\$0		
29	UCSB-MLOM-40G-01 - Cisco UCS VIC 1240 modular LOM for M3 blade servers	1	0	1		\$0		
30	UCSC-C220-M3S - UCS C220 M3 SFF w/o CPU mem HDD PCIe PSU w/ rail kit	1	0	1		\$0		

		Estimates						
#	ITEM	Year 1	Year 2	2 Year Total	Per Unit Cost*	Total Cost	% Discount**	Comments
31	UCS-CPU-E5-2643 - 3.30 GHz E5-2643/130W 4C/10MB Cache/DDR3 1600MHz	1	0	1		\$0		
32	UCS-MR-1X082RY-A - 8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	1	0	1		\$0		
33	UCS-HDD300GI2F105 - 300GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	1	0	1		\$0		
34	UCSC-SD-16G-C220 - 16GB SD Card Module for C220 servers	1	0	1		\$0		
35	UCS-RAID-9266 - MegaRAID 9266-8i + battery backup for C240 and C220	1	0	1		\$0		
36	UCSC-PCIE-IRJ45 - Intel i350 Quad Port 1Gb Adapter	1	0	1		\$0		

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37	UCSC-PSU-650W - 650W power supply for C-series rack servers	1	0	1		\$0		
38	FL-SRST-50 - Feat Lic Survivable Remote Site Telephony Up To 50 Users	1	1	2		\$0		
39	FL-SRST-100 - Feat Lic Survivable Remote Site Telephony Up To 100 Users	1	1	2		\$0		
40	FL-SRST-250 - Feat Lic Survivable Remote Site Telephony Up To 250 Users	1	1	2		\$0		
41	FL-SRST-500 - Feat Lic Survivable Remote Site Telephony Up To 500 Users	1	1	2		\$0		
42	Cisco2811-V/K9 2811 Voice Bundle - PVDM2-16, SP Serv, 64F/256D	1	1	2		\$0		
43	Cisco2821-V/K9 - 2821 Voice Bundle,PVDM2-32,SP Serv,64F/256D	1	1	2		\$0		
44	Cisco2851-V/K9 - 2851 Voice Bundle,PVDM2-48,SP Serv,64F/256D	1	1	2		\$0		
45	Cisco VIC2-FXO 2Port Voice Interface Card	2	2	4		\$0		
46	PVDM2-8	1	1	2		\$0		
47	PVDM2-16	1	1	2		\$0		
48	PVDM2-32	1	1	2		\$0		
49	PVDM2-64	1	1	2		\$0		
50	PWR-3825-AC	1	1	2		\$0		

		Estimates						
#	ITEM	Year 1	Year 2	2 Year Total	Per Unit Cost*	Total Cost	% Discount**	Comments
51	PWR-2801-AC	1	1	2		\$0		
52	PWR-2811-AC	1	1	2		\$0		
53	Cisco 1841 Router	5	10	15		\$0		
54	Cisco 1900 Router	3	3	6		\$0		
55	Cisco 2801 Router	1	0	1		\$0		
56	Cisco 2811 Router	1	0	1		\$0		
57	Cisco 2821 Router	1	0	1		\$0		
58	Cisco 2851 Router	1	0	1		\$0		
59	Cisco 3825 Router	1	0	1		\$0		

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60	Cisco 3845 Router	1	0	1		\$0		
61	Cisco 2900 series Router	3	3	6		\$0		
62	Cisco 3900 series Router	1	0	1		\$0		
63	Cisco 7200 series Router	1	0	1		\$0		
64	Cisco ASR 9000 series Router	2	3	5		\$0		
65	Cisco ASA 5505 Firewall	7	0	7		\$0		
66	Cisco 5525 series firewall	2	0	2		\$0		
67	Aironet 1142N Access Point	30	30	60		\$0		
68	Cisco 5508 series Lan Controller	2	0	2		\$0		
69	Cisco 3850 Switch 48 port PoE	10	15	25		\$0		
70	Cisco 3850 Switch 48 port non-PoE	4	5	9		\$0		
71	Cisco Catalyst 2960X-48FPD-L	20	10	30		\$0		
72	Cisco C2960X-STACK	20	16	36		\$0		
73	Cisco WS-C4500X-16SFP+	2	4	6		\$0		
74	Cisco 3750 Switch 48 port PoE	8	8	16		\$0		
75	Cisco 3750G Switch 12 port fibre	2	2	4		\$0		
76	Cisco 3750 Switch 24 port PoE	0	0	0		\$0		

		Estimates						
#	ITEM	Year 1	Year 2	2 Year Total	Per Unit Cost*	Total Cost	% Discount**	Comments
77	Cisco 3750 Switch 48 port non-PoE	4	2	6		\$0		
78	WS-C3750X-24T-L	1	1	2		\$0		
79	WS-C3750X-48T-L	1	1	2		\$0		
80	WS-C3750X-48PF-L	1	1	2		\$0		
81	WS-C3560X-24T-L	1	1	2		\$0		
82	WS-C3560X-48T-L	0	4	4		\$0		
83	WS-C3560X-24P-S	2	1	3		\$0		
84	WS-C3560X-48P-S		6	6		\$0		
85	Cisco 3560 Switch 48 port PoE	6	6	12		\$0		

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**SCHEDULE B - PRICING TABLES**

86	Cisco 3560 Switch 48 port non-PoE	15	15	30		\$0		
87	Cisco 3650 Switch 24 port non-PoE	4	2	6		\$0		
88	Cisco 3750G Switch 48 port non-PoE	2	1	3		\$0		
89	Cisco 3400 Switch - Combo	2	1	3		\$0		
90	Cisco GLC-T SFP	10	10	20		\$0		
91	Cisco GLC-SX-MM	10	6	16		\$0		
92	Cisco GLC-LH-SM	10	8	18		\$0		
93	Cisco GLC-ZX-SM	2	2	4		\$0		
94	Cisco Stack Wise Cables	6	4	10		\$0		
95	Cisco ACS server	1	0	1		\$0		
96	IPCCATP ESSENTIAL SW IVR 9.0 Port	30	30	60		\$0		
97	IPIVR 5.0 Port Qty 1	30	30	60		\$0		
98	IPCC Enterprise Premium Agent	10	10	20		\$0		
	<b>TOTAL COST</b>					<b>\$0</b>		

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SCHEDULE B - PRICING TABLES

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**PRICING TABLE 6 - SUMMARY OF PRICING**

**OPTION #1 (Major Contact Centre Upgrades Included)**

	Total 2 Year Cost
#1 - A - Smartnet	
#3 - B - Call Centre Major	
#5 - C - Hardware Pricing	
Total	

**OPTION #2 (Minor Contact Centre Upgrades Included)**

	Total 2 Year Cost
#1 - A - Smartnet	
#4 - B - Call Centre Minor	
#5 - C - Hardware Pricing	
Total	

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**PART E - SCHEDULES & APPENDICES**  
**APPENDIX 1 - INSURANCE REQUIREMENTS AND PROVISIONS**

---

**1.0 INSURANCE REQUIREMENTS**

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

1.2 The Contractor shall obtain and maintain in full force and effect during the term of the Agreement, insurance not less than that set out below and provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

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 shall be not less than \$5,000,000 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 shall 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; and
- 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) Motor Vehicle Liability Insurance in an amount not less than five million dollars (\$5,000,000) per occurrence for all licensed vehicles owned or leased by the Contractor and operated by the Contractor in connection with the Agreement.

c) Professional Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and not less than five million dollars (\$5,000,000) in the aggregate. The deductible per occurrence shall not exceed \$50,000 per occurrence.

**2.0 GENERAL INSURANCE PROVISIONS**

2.1 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management. The required Insurance policies shall not be cancelled or endorsed to reduce Limits of Liability without the insurers providing sixty (60) days' notice in writing by Registered Mail to the City of Vancouver. The exception is cancellation for non-payment or premiums in which case the applicable statutory conditions will apply. Notice by Registered Mail will be sent to the address noted on the Liability Insurance Certificate issued to The City of Vancouver. Notice must identify the Agreement title, number, policy holder, and scope of services.

2.2 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.



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**APPENDIX 1 - INSURANCE REQUIREMENTS AND PROVISIONS**

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- 2.3 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.
- 2.4 The insurance coverage will be primary insurance with respect to liability arising out of the operations of the Contractor. 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 shall not contribute to it.
- 2.5 Prior to the Effective Date of the Contract, the Contractor shall provide the City with evidence of all required insurance to be taken out in the City's form of Liability Insurance Certificate (Appendix 8) and Professional Liability Insurance Certificate (Appendix 9) supported by certified copies of the policies. The Liability Insurance Certificate and the Professional Liability Insurance Certificate shall identify the Agreement title, number, policyholder and scope of work and shall not contain any qualifications or disclaimers whatsoever. At all times thereafter, during the term of the Agreement, the Contractor shall covenant and agree to comply with all its insurance obligations described herein. Proof of insurance, in the form of a Liability Insurance Certificate and Professional Liability Insurance Certificate and/or certified copies of all insurance policies shall be made available to the City at any time during the term of the Agreement immediately upon request by the City.
- 2.6 The Contractor shall provide in its agreements with its Sub-Contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Director of Risk Management detailed certificates of insurance for the policies it has obtained from its Sub-Contractors and a copy of the applicable insurance clauses so provided in the sub-contract agreements.
- 2.7 The Contractor shall 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.

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**APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

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Purpose: All suppliers are to complete and submit this form with Proposals to demonstrate compliance with the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the City's Supplier Code of Conduct (SCC) <[http://vancouver.ca/policy\\_pdf/AF01401P1.pdf](http://vancouver.ca/policy_pdf/AF01401P1.pdf)>. The SCC defines minimum social standards for City suppliers and their subcontractors based on the International Labour Organization (ILO) core labour conventions and compliance with national and other applicable law of the country of manufacture of products including those laws relating to labour, worker health and safety, and the environment.

Proponents/vendors must comply with these standards upon submitting a proposal or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which proponents/vendors must come into compliance with the SCC. To give effect to this requirement, an authorized signatory of the undersigned proponent/vendor must complete the following declaration and include this declaration with their submission/quotation:

"As an authorized signatory of <insert proponent/vendor name>, I declare that to the best of my knowledge, <insert proponent/vendor name> and our sub-contractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws of the country of manufacture, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC, Title of ILO convention/national law or other	Date of violation /conviction	Description of violation /conviction	Regulatory/ adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in disqualification of <insert proponent/vendor name>'s submission/quotation."

Corporate Name of Proponent \_\_\_\_\_

Name & Title of Authorized Signatory \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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**PART E - SCHEDULES & APPENDICES**  
**APPENDIX 3a - SUSTAINABILITY INITIATIVES**

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**Sustainability Initiatives**

The City aims to reduce its greenhouse gas/carbon emissions where possible, reduce waste where possible, reduce toxins and hazardous substances in the workplace where possible, and do business with suppliers who are striving to advance social and economic well-being in the community as part of its Climate Protection Program. The Proponent shall demonstrate its commitment to reducing negative environmental impacts.

The City's Sustainability Initiatives include:

1. Greenhouse Gas/Carbon Reduction, whereby the City aims to reduce its greenhouse gas/carbon emissions where possible as part of its Climate Protection Program.
2. Waste Reduction, whereby the City aims to reduce waste where possible.
3. Toxic Reduction, whereby the City aims to reduce toxins and hazardous substances in the workplace where possible.
4. Socio-economic Sustainability, whereby the City aims to do business with suppliers who are striving to advance social and economic well-being in the community.

Proponents shall complete the Proponent's Response sections in the table below:

1	<i>Describe how the design and use of your product or service takes into account strategies to reduce its carbon footprint.</i>
<i>Proponent's Response</i>	
2	<i>Describe how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal.</i>
<i>Proponent's Response</i>	
3	<i>Describe what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products.</i>
<i>Proponent's Response</i>	
4	<i>Describe your firm's efforts with regards to socio-economic sustainability.</i>
<i>Proponent's Response</i>	



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**PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT**  
**PART E - SCHEDULES & APPENDICES**  
**APPENDIX 3b - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City's corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process.

You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

**Section 1: Workplace Health & Safety, Wage Rates and Diversity**

**1. Tell us how your company works to promote workplace health and safety.**

	<input type="checkbox"/> Yes	<input type="checkbox"/> No
a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We are registered with one or more of these Safety Management System/Program:		
OHSAS 18001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CAN/CSA Z1000	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ANSI Z10	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have a system registered, certified or recognized by another standard	Please specify _____	
f) We adhere to one or more of the ILO health and safety resolutions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We have a non-registered audited health and safety management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**2. Tell us how you ensure fair wages and employee benefits.**

	<input type="checkbox"/> Yes	<input type="checkbox"/> No
a) We pay all of our staff a minimum wage that meets the regional LICO (See <a href="http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm">http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm</a> for wage amounts)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**3. Tell us about your strategy to address diversity in your workplace.**

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**APPENDIX 3b - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

a) We have a policy or strategy to support hiring a diverse workforce	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors/suppliers	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Section 2: Environmental Management & Stewardship**

**4. Tell us what policies and programs your company has in place to manage its environmental impact.**

a) We have a documented Environmental or Sustainability Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please specify _____		
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.**

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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**PART E - SCHEDULES & APPENDICES**  
**APPENDIX 3b - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

☐ Yes ☐ No

h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible

Please specify the verification system: \_\_\_\_\_

**6. Tell us how your company works to reduce waste in its daily operations.**

☐ Yes ☐ No

a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy

☐ Yes ☐ No

b) We have set publicly available waste reduction targets

☐ Yes ☐ No

c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges

☐ Yes ☐ No

d) We have other recycling programs in our operations

Please specify additional materials recycled: \_\_\_\_\_

**7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances**

☐ Yes ☐ No

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances

☐ Yes ☐ No

b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations

☐ Yes ☐ No

c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party

**Section 3: Back-up Documentation to Verify Responses**

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

<b>Section</b>	<b>Question</b>	<b>Back-up Documentation</b>
<b>Section 1: Workplace Health &amp; Safety, Wage Rates and Diversity</b>	Question 1	<ul style="list-style-type: none"> <li>A copy of policies</li> <li>Proof of safety management system certification</li> </ul>
	Question 2	<ul style="list-style-type: none"> <li>Documentation of employee benefit packages and a list of those who receive benefits</li> </ul>
	Question 3	<ul style="list-style-type: none"> <li>A copy of policies</li> </ul>
<b>Section 2: Environmental Management &amp; Stewardship</b>	Question 4	<ul style="list-style-type: none"> <li>A copy of policies</li> <li>Proof of environmental management system certification</li> <li>A copy of public report</li> </ul>
	Question 5	<ul style="list-style-type: none"> <li>A copy of public report</li> <li>A copy of reduction targets and related results</li> <li>A copy of LEED, BREEAM, etc. certification</li> </ul>
	Question 6	<ul style="list-style-type: none"> <li>Total tonnes of solid waste generated</li> <li>A copy of reduction targets</li> </ul>

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**APPENDIX 3b - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

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	Question 7	<ul style="list-style-type: none"><li>• A copy of policy or strategy</li><li>• A copy of reduction targets and related results</li><li>• A copy of third party audit/verification</li></ul>
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**PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT**  
**PART E - SCHEDULES & APPENDICES**  
**APPENDIX 4 - CERTIFICATE OF EXISTING INSURANCE**

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

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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.*

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

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

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

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

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

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

**REQUEST FOR PROPOSAL NO. PS20130660**  
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**PART E - SCHEDULES & APPENDICES**  
**APPENDIX 5 - CATEGORY A - CISCO SMARTNET MAINTENANCE**  
**SUMMARY OF SMARTNET CONTRACTED MAINTENANCE DEVICES**

#	Service Group	Description	Location	Service Product Number	Description	Quantity	Service Level
1	Telecom - CoV	CUCM Enhanced end user licences	N/A	Communications Manager 6.1.5 to 9.0.1	ESSENTIAL SW Migration to UC Manager Enhanced	3,962	ESSENTIAL SW
2	Telecom - CoV	CUCM Essential end user licences	N/A	Communications Manager 6.1.5 to 9.0.1	ESSENTIAL SW Migration to UC Manager Essential	423	ESSENTIAL SW
3	Telecom - CoV	UCCE system software	N/A	Communications Manager 6.1.5 to 9.0.1	ESSENTIAL SW Top Level SKU For 9.	1	ESSENTIAL SW
4	Telecom - CoV	UCCE system software	N/A	Contact Center Enterprise Intelligence Center	ESSENTIAL SW Contact Center Enterprise Optional Items	1	ESSENTIAL SW
5	Telecom - CoV	CUIC reporting server software	N/A	Contact Center Enterprise Intelligence Center	ESSENTIAL SW Licensure for Contact Center Enterprise Intelligence Center	1	ESSENTIAL SW
6	Telecom - CoV	Meeting Place user licences	N/A	MeetingPlace 8.5(4)	ESSENTIAL SW MP 8.x A/V User License - 1 User eDeliv	65	ESSENTIAL SW
7	Telecom - CoV	Meeting Place system software	E-Comm	MeetingPlace 8.5(4)	ESSENTIAL SW MP 8.x Audio/Video Server	2	ESSENTIAL SW
8	Telecom - CoV	Meeting Place system software	E-Comm	MeetingPlace 8.5(4)	ESSENTIAL SW MP 8.x Top Level	1	ESSENTIAL SW
9	Telecom - CoV	Meeting Place system software	E-Comm	MeetingPlace 8.5(4)	ESSENTIAL SW MP 8.x User License Top Level	1	ESSENTIAL SW
10	Telecom - CoV	Unity Connection	City Wide	ESW-UNCN8VU	Mig Unity 4.x or later/Unity Cxn 1.x to Unity Cxn 8.x Users	5,737	ESSENTIAL SW(ESW)
11	Network CoV	PCI Firewall	ECOMM	SU1-A25IPS9	ASA 5525-X with IPS, SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES	2	IPS Svc, AR NBD(SU1)
12	Network CoV	PCI Firewall	City Hall	SU1-AS2A10K9	ASA 5520 Appliance w/ AIP-SSM-10, SW, HA, 4GE+1FE, 3DES/AES	1	IPS Svc, AR NBD(SU1)
13	Telecom - CoV	Voice VM Server infrastructure	E-Comm / City Hall	UCS B-Series Blade Servers	ONSITE 24X7X4 UCS B200 M3 Blade Se	6	ONSITE 24X7X4
14	Telecom - CoV	Voice VM Server infrastructure	E-Comm / City Hall	UCS C-Series Servers	ONSITE 24X7X4 UCS C220 M3 SFF w/o	4	ONSITE 24X7X4
15	Telecom - CoV	Voice VM Server infrastructure	E-Comm / City Hall	UCS Host : Infrastructure Bundle	ONSITE 24X7X4 5108 Blade Server Chassis	2	ONSITE 24X7X4
16	Telecom - CoV	Voice VM Server infrastructure	E-Comm / City Hall	UCS Host : Infrastructure Bundle	ONSITE 24X7X4 6248UP Fabric Interconnect	4	ONSITE 24X7X4
17	Telecom - CoV	Voice VM Server infrastructure	E-Comm / City Hall	UCS Host : Infrastructure Bundle	ONSITE 24X7X4 UCS B22 M3 Server	4	ONSITE 24X7X4

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**PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT**  
**PART E - SCHEDULES & APPENDICES**  
**APPENDIX 5 - CATEGORY A - CISCO SMARTNET MAINTENANCE**  
**SUMMARY OF SMARTNET CONTRACTED MAINTENANCE DEVICES**

18	Network CoV	Cisco Router all T1 Sites	All T1 Sites	Cisco1921/K9	Cisco 1921 T1 Bundle incl. HWIC-1DSU-T1,256F/512D, SEC Lic	4	SMARTnet 8x5xNBD(SNT)
#	Service Group	Description	Location	Service Product Number	Description	Quantity	Service Level
19	Network CoV	Cisco Router	VPL Branches	CISCO1841	Modular Router w/2xFE, 2 WAN slots, 64 FL/256 DR	19	SMARTnet 8x5xNBD(SNT)
20	Network CoV	Access control Server	ECOMM	CSACS-1121-K9	ACS 1121 Appliance With 5.x SW And Base license	1	SMARTnet Onsite 8x5xNBD(CS)
21	Telecom - CoV	spare SRST	VanCity	CISCO3825-SRST/K9	3825 Voice Bundle w/ PVDm2-64,FL-SRST-175,SP Serv,128F/512D	1	SMARTnet Premium 24x7x4 (SNTP)
22	Telecom - CoV	spare SRST	VanCity	3845SRST	3845 Voice Bundle w/ PVDm2-64,FL-SRST-250,SP Serv,128F/512D	1	SMARTnet Premium 24x7x4 (SNTP)
23	Network CoV	Cisco BGP Router	ECOMM	7206VXRn	7206VXR with NPE-G2 includes 3GigE/FE/E Ports and IP SW	1	SMARTnet Premium 24x7x4 (SNTP)
24	Network CoV	Load Balance	ECOMM	ACE47102	ACE 4710 Hardware-2Gbps-7500 SSL-1GbpsComp-5VC- 50AppAccel	1	SMARTnet Premium 24x7x4 (SNTP)
25	Network CoV	SRST Router	SunSet CC	CISCO2801-SRST/K9	2801 Voice Bundle w/ PVDm2-8,FL-SRST-25,SP Serv,128F/384D	1	SMARTnet Premium 24x7x4 (SNTP)
26	Network CoV	SRST Router	RoundHouse CC	C2811V9	2811 Voice Bundle,PVDm2-16,SP Serv,128F/512D	1	SMARTnet Premium 24x7x4 (SNTP)
27	Network CoV	SRST Router	Parking Enf.	C2821VK9	2821 Voice Bundle,PVDm2-32,SP Serv,128F/512D	1	SMARTnet Premium 24x7x4 (SNTP)
28	Network CoV	SRST Router	456 W.Broadway	C2851VK9	2851 Voice Bundle,PVDm2-48,SP Serv,128F/512D	1	SMARTnet Premium 24x7x4 (SNTP)
29	Network CoV	Cisco switch	VPL Main	C4507RE	Cat4500 E-Series 7-Slot Chassis, fan, no ps, Red Sup Capable	1	SMARTnet Premium 24x7x4 (SNTP)
30	Network CoV	Access control Server	E-Comm	CSA1113	Cisco Secure ACS 4.X Solution Engine 1113 Appliance	1	SMARTnet Premium 24x7x4 (SNTP)
31	Network CoV	Access control Server	City Hall	CSA1113	Cisco Secure ACS 4.X Solution Engine 1113 Appliance	1	SMARTnet Premium 24x7x4 (SNTP)
32	Network CoV	Cisco Core Switch	Chess Street	W6506EOS	Cat 6506 Chassis, 6slot, 12RU, No Pow Supply, No Fan Tray	2	SMARTnet Premium 24x7x4 (SNTP)
33	Network CoV	Cisco Core Switch	City Hall	W6509EOS	Catalyst 6509 Chassis w/ 1300W AC Power Supply	1	SMARTnet Premium 24x7x4 (SNTP)
34	Network CoV	Cisco switch	National Yards	WS-C4507	Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable	1	SMARTnet Premium 24x7x4 (SNTP)
35	Telecom - CoV	UCSS - CUCM - Basic user licences	E-Comm	UCSS - CUCM - Basic user licences	UCSS - Basic user licences	1	SOFTWARE

**REQUEST FOR PROPOSAL NO. PS20130660**  
**PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT**  
**PART E - SCHEDULES & APPENDICES**  
**APPENDIX 5 - CATEGORY A - CISCO SMARTNET MAINTENANCE**  
**SUMMARY OF SMARTNET CONTRACTED MAINTENANCE DEVICES**

36	Telecom - CoV	UCSS - CUCM - Enhanced plus user licences	N/A	UCSS - CUCM - Enhanced plus user licences	UCSS - Enhanced plus user licences	3,970	SOFTWARE
#	Service Group	Description	Location	Service Product Number	Description	Quantity	Service Level
37	Telecom - CoV	UCSS - CUCM - Enhanced user licences	N/A	UCSS - CUCM - Enhanced user licences	UCSS - Enhanced user licences	400	SOFTWARE
38	Telecom - CoV	UCSS - CUCM - Essential user licences	N/A	UCSS - CUCM - Essential user licences	UCSS - Essential user licences	3,670	SOFTWARE
39	Telecom - CoV	Meeting Place user licences	N/A	UCSS - Meeting Place - user licences	UCSS - Meeting Place - user licences	65	SOFTWARE
40	Telecom - CoV	unity connection user licences	N/A	UCSS - Unity Connection - user licences	UCSS - Unity Connection - user licences	5,737	SOFTWARE
41	Telecom - CoV	UCCE - system software subscription	E-Comm	UCSS-CCE	UCSS Unified Contact Center Enterprise	1	SOFTWARE
42	Telecom - CoV	UCCE - concurrent agent licences	N/A	UCSS-CCE-PR-1-1	UCSS CCE Premium Agent One Year - 1 agent	110	SOFTWARE
43	Telecom - CoV	UCCE - IPIVR system software subscription	N/A	UCSS-IPIVR	UCSS for IPIVR	1	SOFTWARE
44	Telecom - CoV	UCCE - IPIVR port software subscription	N/A	UCSS-IPIVR-1-1	UCSS for IPIVR for One Year - 1 port	60	SOFTWARE

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PART E - SCHEDULES & APPENDICES  
APPENDIX 6 - CATEGORY B - CONTACT CENTRE MAINTENANCE, LICENSES AND PROFESSIONAL SERVICES  
CURRENTLY INSTALLED HARDWARE AND SOFTWARE COMPONENTS

#	Service Group	Description	Location	Product	Quantity	Service Level
1	all contact centres	UCCE - AW / HDS - server	E-Comm	AW / HDS server - 4 cores on B200 blade server	1	24x7 SUPPORT
2	311 / POE	Calabrio Quality Management (QM) - server	E-Comm	Calabrio QM server - 2 cores on B22 blade server	1	24x7 SUPPORT
3	311	Calabrio WorkForce Management (WFM) - server	E-Comm	Calabrio WFM server - 2 cores on B22 blade server	1	24x7 SUPPORT
4	all contact centres	CUIC - server	E-Comm	CUIC server - 4 cores on B200 blade server	1	24x7 SUPPORT
5	all contact centres	UCCE - ICM - servers	E-Comm / City Hall	ICM servers - 4 cores on B200 blade server	2	24x7 SUPPORT
6	all contact centres	UCCE - IVR - servers	E-Comm / City Hall	IVR servers - 2 cores on B200 blade server	2	24x7 SUPPORT
7	all contact centres	UCCE - PG - servers	E-Comm / City Hall	PG servers - 2 cores on B200 blade server	2	24x7 SUPPORT
8	311 / POE	Calabrio QM - concurrent agent licences	E-Comm	Calabrio Quality Management (QM)	162	24x7 SUPPORT
9	311	Calabrio WFM - concurrent agent licences	E-Comm	Calabrio Work Force Management (WFM)	115	24x7 SUPPORT
10	all contact centres	IPCC Enterprise Premium Agent - concurrent agent licences	E-Comm / City Hall	IPCC Enterprise Premium Agent	110	24x7 SUPPORT
11	all contact centres	IPCC Enterprise Server licence	E-Comm / City Hall	IPCC Enterprise Server	1	24x7 SUPPORT
12	all contact centres	IVR ports - licences - 30 per side	E-Comm / City Hall	IPIVR 5.0 Port Qty 1	60	24x7 SUPPORT
13	311 / POE	Calabrio QM - application software	E-Comm	Calabrio QM - s/w rls. 8.9.1.37 SR-ES2	1	24x7 SUPPORT
14	311	Calabrio WFM - application software	E-Comm	Calabrio WFM - s/w rls. 8.9.1.37 SR-ES2	1	24x7 SUPPORT
#	Service Group	Description	Location	Product	Quantity	Service Level

**REQUEST FOR PROPOSAL NO. PS20130660**  
**PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT**  
**PART E - SCHEDULES & APPENDICES**  
**APPENDIX 6 - CATEGORY B - CONTACT CENTRE MAINTENANCE, LICENSES AND PROFESSIONAL SERVICES**  
**CURRENTLY INSTALLED HARDWARE AND SOFTWARE COMPONENTS**

15	all contact centres	Cisco CUIIC - application software	E-Comm	Cisco CUIIC - s/w rls. 9.0(2) build 1 (9_0_2_10000_89)	1	24x7 SUPPORT
16	all contact centres	Cisco IPCC Enterprise (IPIVR) UCCE - application software	E-Comm / City Hall	Cisco IPCC Enterprise (IPIVR) UCCE - s/w rls. 9.0.2.10000-71	2	24x7 SUPPORT
17	all contact centres	IPCCATP ESSENTIAL SW IVR 9.0 Port software	E-Comm / City Hall	IPCCATP ESSENTIAL SW IVR 9.0 Port	60	24x7 SUPPORT

**REQUEST FOR PROPOSAL NO. PS20130660**  
**PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT**  
**PART E - SCHEDULES & APPENDICES**  
**APPENDIX 7- CATEGORY C - CISCO HARDWARE AND LICENSES**  
**POTENTIAL TWO YEAR HARDWARE PURCHASES**

ITEM	Estimated Quantities		
	Year 1	Year 2	2 Year Total
Cisco 7911G phone	1	1	2
Cisco 7925G wireless phone	5	10	15
Cisco 7942G phone	50	50	100
Cisco 7945G - GB phone	5	10	15
Cisco 7962G phone	50	50	100
Cisco 7965G - GB phone	5	10	15
Cisco 7915 expansion module	2	2	4
CP - Single Footstand	2	2	4
CP - Double Footstand	2	2	4
Cisco 7937 Conference Phone	5	5	10
Cisco 7937 IP Ex Mics Kit	5	5	10
CP Wallmount Kit	2	2	4
CP Lcking Wallmncount	2	2	4
CP-PWR-Cube	2	2	4
CP-PWR-Cord	2	2	4
CP-Handset	2	2	4
Handset cords	2	2	4
VG202 analoge gateway - 2 port	25	75	100
VG204 analoge gateway - 4 port	5	10	15
VG224 analoge gateway - 24 port	2	2	4
UCS-SP-INFRA-CHSS - UCS SP BASE 5108 Blade Svr AC Chassis	1	0	1
UCS-SP-INFRA-FI - UCS 6248 FI w/ 12p LIC Cables Bundle	1	0	1
UCS-SP-ENTS-B22 - UCS B22 M3 Blade Server w/ 2420 6x8GB VIC 1240	1	0	1
UCSB-B200-M3-U - UCS B200 M3 Blade Server w/o CPU mem HDD mLOM/mezz (UPG)	1	0	1
UCS-CPU-E5-2680 - 2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600MHz	1	0	1
UCS-MR-1X041RY-A - 4GB DDR3-1600-MHz RDIMM/PC3-12800/single rank/1.35v	1	0	1
UCS-MR-1X082RY-A - 8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	1	0	1
A03-D300GA2 - 300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	1	0	1
UCSB-MLOM-40G-01 - Cisco UCS VIC 1240 modular LOM for M3 blade servers	1	0	1
UCSC-C220-M3S - UCS C220 M3 SFF w/o CPU mem HDD PCIe PSU w/ rail kit	1	0	1
UCS-CPU-E5-2643 - 3.30 GHz E5-2643/130W 4C/10MB Cache/DDR3 1600MHz	1	0	1
UCS-MR-1X082RY-A - 8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	1	0	1
UCS-HDD300GI2F105 - 300GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted	1	0	1
UCSC-SD-16G-C220 - 16GB SD Card Module for C220 servers	1	0	1
UCS-RAID-9266 - MegaRAID 9266-8i + battery backup for C240 and C220	1	0	1
UCSC-PCIE-IRJ45 - Intel i350 Quad Port 1Gb Adapter	1	0	1
UCSC-PSU-650W - 650W power supply for C-series rack servers	1	0	1
FL-SRST-50 - Feat Lic Survivable Remote Site Telephony Up To 50 Users	1	1	2

**REQUEST FOR PROPOSAL NO. PS20130660**  
**PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT**  
**PART E - SCHEDULES & APPENDICES**  
**APPENDIX 7- CATEGORY C - CISCO HARDWARE AND LICENSES**  
**POTENTIAL TWO YEAR HARDWARE PURCHASES**

ITEM	Estimated Quantities		
	Year 1	Year 2	2 Year Total
FL-SRST-100 - Feat Lic Survivable Remote Site Telephony Up To 100 Users	1	1	2
FL-SRST-250 - Feat Lic Survivable Remote Site Telephony Up To 250 Users	1	1	2
FL-SRST-500 - Feat Lic Survivable Remote Site Telephony Up To 500 Users	1	1	2
Cisco2811-V/K9 2811 Voice Bundle - PVD2-16, SP Serv, 64F/256D	1	1	2
Cisco2821-V/K9 - 2821 Voice Bundle,PVD2-32,SP Serv,64F/256D	1	1	2
Cisco2851-V/K9 - 2851 Voice Bundle,PVD2-48,SP Serv,64F/256D	1	1	2
Cisco VIC2-FXO 2Port Voice Interface Card	2	2	4
PVD2-8	1	1	2
PVD2-16	1	1	2
PVD2-32	1	1	2
PVD2-64	1	1	2
PWR-3825-AC	1	1	2
PWR-2801-AC	1	1	2
PWR-2811-AC	1	1	2
Cisco 1841 Router	5	10	15
Cisco 1900 Router	3	3	6
Cisco 2801 Router	1	0	1
Cisco 2811 Router	1	0	1
Cisco 2821 Router	1	0	1
Cisco 2851 Router	1	0	1
Cisco 3825 Router	1	0	1
Cisco 3845 Router	1	0	1
Cisco 2900 series Router	3	3	6
Cisco 3900 series Router	1	0	1
Cisco 7200 series Router	1	0	1
Cisco ASR 9000 series Router	2	3	5
ASA 5505 Firewall	7	0	7
Cisco 5525 series firewall	2	0	2
Aironet 1142N Access Point	30	30	60
Cisco 5508 series Lan Controller	2	0	2
Cisco 3850 Switch 48 port PoE	10	15	25
Cisco 3850 Switch 48 port non-PoE	4	5	9
Cisco Catalyst 2960X-48FPD-L	20	10	30
C2960X-STACK	20	16	36
WS-C4500X-16SFP+	2	4	6
Cisco 3750 Switch 48 port PoE	8	8	16
Cisco 3750G Switch 12 port fibre	2	2	4
Cisco 3750 Switch 24 port PoE	0	0	0
Cisco 3750 Switch 48 port non-PoE	4	2	6
WS-C3750X-24T-L	1	1	2
WS-C3750X-48T-L	1	1	2
WS-C3750X-48PF-L	1	1	2
WS-C3560X-24T-L	1	1	2



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APPENDIX 7- CATEGORY C - CISCO HARDWARE AND LICENSES  
POTENTIAL TWO YEAR HARDWARE PURCHASES

WS-C3560X-48T-L	0	4	4
	<b>Estimated Quantities</b>		
ITEM	Year 1	Year 2	2 Year Total
WS-C3560X-24P-S	2	1	3
WS-C3560X-48P-S		6	6
Cisco 3560 Switch 48 port PoE	6	6	12
Cisco 3560 Switch 48 port non-PoE	15	15	30
Cisco 3650 Switch 24 port non-PoE	4	2	6
Cisco 3750G Switch 48 port non-PoE	2	1	3
Cisco 3400 Switch - Combo	2	1	3
Cisco GLC-T SFP	10	10	20
Cisco GLC-SX-MM	10	6	16
Cisco GLC-LH-SM	10	8	18
Cisco GLC-ZX-SM	2	2	4
Cisco Stack Wise Cables	6	4	10
Cisco ACS server	1	0	1
IPCCATP ESSENTIAL SW IVR 9.0 Port	30	30	60
IPIVR 5.0 Port Qty 1	30	30	60
IPCC Enterprise Premium Agent	10	10	20

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PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT  
PART E - SCHEDULES & APPENDICES  
APPENDIX 8- LIABILITY INSURANCE CERTIFICATE



**LIABILITY INSURANCE CERTIFICATE**

Section 7 b) – City staff to select the required # of days Written Notice before sending out for completion  
Section 2 through 7 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect 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/are either an individual(s) or a legally incorporated company(ies)]*

**BUSINESS TRADE NAME OR DOING BUSINESS AS**

**BUSINESS ADDRESS**

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

**3. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

**Including the following coverages:**

- ✓ Personal Injury
- ✓ Employees as Additional Insureds
- ✓ Cross Liability or Severability of Interest support of property
- ✓ Contingent Employer's Liability
- ✓ Blanket Contractual Liability
- ✓ Broad Form Products & Completed Operations
- ✓ Broad Form Property Damage Incl. Loss of Use
- ✓ Non-Owned Auto Liability

**Check Additional Extensions where applicable and included:**

- ☐ Sudden & Accidental Pollution Liability
- ☐ Host Liquor Liability
- ☐ Abuse/Molestation Coverage
- ☐ Advertising Liability
- ☐ Volunteers as Additional Insured
- ☐ Members as Additional Insured
- ☐ Injury to Participants
- ☐ Work below ground level over 3 metres
- ☐ Excavation, shoring, underpinning, pile driving or caisson
- ☐ Demolition, removal or weakening of
- ☐ Blasting
- ☐ Operation of hoist or attached machinery
- ☐ 12 months Completed Operations
- ☐ 24 months Completed Operations

INSURER: \_\_\_\_\_ POLICY NUMBER: \_\_\_\_\_

POLICY PERIOD: FROM: \_\_\_\_\_ To: \_\_\_\_\_

**LIMITS OF LIABILITY (Bodily Injury and Property Damage Inclusive):**

Per Occurrence \$ \_\_\_\_\_ Aggregate \$ \_\_\_\_\_

Deductible Per Occurrence \$ \_\_\_\_\_ All Risk Tenants' Legal Liability \$ \_\_\_\_\_

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

INSURER: \_\_\_\_\_  
POLICY NUMBER: \_\_\_\_\_  
POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_  
**Form APV-47.**

**LIMITS OF LIABILITY:**

Combined Single Limit: \$ \_\_\_\_\_

*If vehicles are insured by ICBC, complete and provide*

**5. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE (Inclusive) -**

INSURER: \_\_\_\_\_

**Limits of Liability (Bodily Injury and Property Damage**

Per Occurrence \$ \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

Aggregate \$ \_\_\_\_\_

REQUEST FOR PROPOSAL NO. PS20130660  
PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT  
PART E - SCHEDULES & APPENDICES  
APPENDIX 8- LIABILITY INSURANCE CERTIFICATE

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POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ Self-Insured Retention \$ \_\_\_\_\_

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6. OTHER INSURANCE (e.g. Contractors Equipment, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit
- 

7. POLICY PROVISIONS

*Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER \_\_\_\_\_ Date \_\_\_\_\_

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REQUEST FOR PROPOSAL NO. PS20130660  
PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT  
PART E - SCHEDULES & APPENDICES  
APPENDIX 9 - PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

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**PROFESSIONAL LIABILITY INSURANCE CERTIFICATE**

Section 4 – City staff to select the required # of days Written Notice before sending out for completion  
Section 2, 3 & 4– to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is 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/are either an individual(s) or a legally incorporated company(ies)]*

**MAILING ADDRESS:**

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**LOCATION ADDRESS:**

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**DESCRIPTION OF OPERATION/CONTRACT:**

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**3. PROFESSIONAL LIABILITY INSURANCE**

**LIMITS OF LIABILITY:**

INSURER: _____	Per occurrence/claim: \$ _____
POLICY NUMBER: _____	Aggregate: \$ _____
POLICY PERIOD: From _____ to _____	Deductible per occurrence/claim: \$ _____

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

**4. POLICY PROVISIONS:**

*Where required by the governing contract, agreement, permit or license, it is understood and agreed that SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.*

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

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Dated: \_\_\_\_\_

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

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**SUPPLY AGREEMENT**

**BETWEEN**

***[SUPPLIER NAME]***

**AND**

**CITY OF VANCOUVER**

**RELATING TO PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT  
CENTRE SUPPORT**

**DATED**

***[•]***

REQUEST FOR PROPOSAL NO. PS20130660  
PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT  
PART F - FORM OF AGREEMENT

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SUPPLY AGREEMENT

THIS AGREEMENT is made as of [•]

BETWEEN:

**[Supplier Name]**, a **[Corporation]** organized under the laws of [•]  
and having an office at [•] (hereinafter referred to as the “Supplier”)

AND

City of Vancouver, a municipal corporation continued under the  
*Vancouver Charter* (British Columbia) and having an office at 453 West  
12th Avenue, Vancouver, British Columbia, V5Y 1V4 (hereinafter  
referred to as the “City”).

WHEREAS the Supplier is in the business of [•],

AND WHEREAS the City wishes to procure [•] from the Supplier upon and subject to the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as set forth herein.

REQUEST FOR PROPOSAL NO. PS20130660  
PROVISION OF CISCO MAINTENANCE, CISCO HARDWARE AND CONTACT CENTRE SUPPORT  
PART F - FORM OF AGREEMENT

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PART F - FORM OF AGREEMENT

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**ARTICLE 1**  
**INTERPRETATION**

**1.01 Definitions**

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

**“Agreement”** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Supplier and the City;

**“Background IP”** has the meaning ascribed thereto in Section 13.04;

**“Business Day”** means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;

**“Certificate of Completion”** means a certificate issued by the City, which shall confirm the Supplier’s completion of the Supply under and in accordance with this Agreement.

**“Change in Control”** means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;

**“City Policies”** means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like listed in Schedule F or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);

**“City’s Manager”** has the meaning ascribed to such term in Section 4.01(a);

**“Competent Authority”** means (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign, (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing or (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;

**“Confidential Information”** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the Party or its Representatives in connection with this Agreement, concerning:

- (a) this Agreement; or
- (b) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party’s Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (c) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);

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- (d) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
- (e) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
- (f) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
- (g) any information that the Parties agree in writing is not confidential or may be disclosed; and
- (h) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;

**"Consent"** means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply or the Site;

**"Contract Price"** means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;

**"Defect"** means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;

**"Documentation"** means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;

**"Effective Date"** has the meaning ascribed to such term in Section 2.01;

**"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;

**"Environmental Law"** means any Law which imposes any obligations relating to:

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- (a) the protection, management, conservation or restoration of the natural environment;
- (b) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
- (c) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.

**“Force Majeure”** means, exhaustively, any:

- (a) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
- (c) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier’s personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
- (d) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
- (e) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;

**“Good Industry Practice”** means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;

**“Group”** means:

- (a) in respect of the Supplier, the group constituted from time to time by:
  - (i) the Supplier;
  - (ii) all persons that directly or indirectly control or are controlled by the Supplier; and
  - (iii) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
- (b) in respect of the City, the group constituted from time to time by:
  - (i) the City; and
  - (ii) all bodies corporate directly or indirectly controlled by the City.

**“Hazardous Substance”** means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum

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and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;

**“Intellectual Property Rights”** means any and all current and future any and all proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;

**“Key Project Personnel”** means the persons named in Schedule G (Key Project Personnel) and any replacement(s) approved by the City in accordance with Article 6;

**“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;

**“OHS Requirements”** means all Law applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;

**“Parties”** means the City and the Supplier and **“Party”** means one of them or either of them, as the context requires;

**“Permitted Purpose”** has the meaning ascribed thereto in Section 14.03;

**“Proposal”** means the Supplier’s proposal dated [●], submitted by the Supplier to the City in response to the RFP;

**“Release”** means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;

**“Representative”** means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;

**“RFP”** means the City’s Request for Proposal number PS20130044;

**“Safety Incident”** means:

- (a) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements; or
- (b) any hazard, incident or accident caused by the Supplier or a Subcontractor.

**“Sales Tax”** has the meaning ascribed to such term in Section 15.01;

**“Supplier’s Manager”** has the meaning ascribed to such term in Section 4.02(a);

“**Site**” means each of the City worksites at which any part of the Supply shall be performed.”

“**Subcontractor**” means any person named in a schedule to this Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;

“**Supply**” means the goods, services and works described in Schedule A, which are, at the times directed by the City, to be provided to the City by the Supplier in accordance herewith, and any other services to be provided by the Supplier pursuant to this Agreement;

“**Taxes**” means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:

- (a) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
- (b) all withholdings on amounts paid to or by the relevant person;
- (c) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
- (d) any fine, penalty, interest or addition to tax;
- (e) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
- (f) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;

“**Time(s) for Completion**” means the time(s) stated in Schedule E by which the Supply or any part thereof must be completed, as such time(s) may be adjusted, strictly in accordance with this Agreement;

“**Variation**” has the meaning ascribed to such term in Section 3.09(a); and

“**WCA**” means the *Workers Compensation Act* (British Columbia), and the regulations thereunder.

## 1.02 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

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**1.03 Extended Meanings**

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for “agreement” requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words “include”, “includes”, “including” and “included” shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as *ejusdem generis* shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (f) “control” when used to describe a relationship between one person and any other person, has the following meanings:
  - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that Person and the Person is able to direct the business and affairs of the entity;
  - (iii) the general partner of a limited partnership controls the limited partnership; and
  - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

**1.04 Schedules**

The following are the schedules hereto, each of which is deemed to be part hereof:

Schedule A	-	SCOPE OF GOODS AND SERVICES
Schedule B	-	PRICES FOR SUPPLY
Schedule C	-	ITEMS TO BE PROVIDED BY THE CITY

Schedule D	-	SPECIFIC DELIVERABLES
Schedule E	-	TIME SCHEDULE FOR SUPPLY
Schedule F	-	CITY POLICIES
Schedule G	-	KEY PROJECT PERSONNEL
Schedule H	-	SITE

## **ARTICLE 2** **EFFECTIVENESS**

### **2.01 Effective Date**

This Agreement shall come into full force and effect on the date hereof (the “Effective Date”).

### **2.02 Term**

Unless earlier terminated pursuant to Article 11, this Agreement shall terminate on the [●] anniversary of the Effective Date, or on such later date as the Parties may agree in writing.

## **ARTICLE 3** **SUPPLY; GENERAL TERMS**

### **3.01 Supply**

- (a) During the term of effectiveness of this Agreement, the Supplier shall provide the Supply to the City, at the times directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.
- (b) Notwithstanding any other provision hereof, the Supply or any portion thereof shall be provided only upon receipt by the Supplier of a purchase order from the City relating to the Supply or such portion of the Supply.
- (c) The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the business plans and requirements of the City.

### **3.02 Application to Prior Acts**

Insofar as the Supplier has commenced any part of the Supply prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of this Agreement, unless otherwise expressly agreed between the Supplier and the City.

### **3.03 Sufficiency and Competence of Personnel**

- (a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by the City.
- (b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.
- (c) Insofar as the Supply involves the Supplier in performing design work, such design work shall be carried out by qualified designers who are engineers or other



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professionals who comply with the criteria stated in Schedule A (Scope of Goods and Services) or, where not so stated, in accordance with Good Industry Practice.

**3.04 Design Review**

- (a) Where so specified in Schedule A (Scope of Goods and Services) or as otherwise instructed by the City, the Supplier shall submit design-related Documentation for review by the City, and shall not proceed with work on the basis of such design Documentation until the City's approval of such Documentation has been received in writing.
- (b) None of (i) the submission of Documentation to the City by the Supplier; (ii) its examination by or on behalf of the City; or (iii) the making of any comment thereon (including any approval thereof) shall in any way relieve the Supplier of any of its obligations under this Agreement or of its duty to take reasonable steps to ensure the accuracy and correctness of such Documentation, and its suitability to the matter to which it relates.

**3.05 Standards and Requirements**

The Supplier shall (and shall procure that its Subcontractors) provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- (a) all applicable Laws and Consents;
- (b) the specific requirements of Schedule A (Scope of Goods and Services), Schedule D (Specific Deliverables), Schedule E (Time Schedule for Supply), and the instructions of the City;
- (c) the City Policies; and
- (d) where no higher standard is expressly required of the Supplier under this Agreement, Good Industry Practice,

and the Supplier shall comply with the standards and requirements in subsections (a) to (d) above in the order of priority in which such standards or requirements are listed (with subsection (a) being of highest priority).

**3.06 Consents**

The Supplier shall, at the Supplier's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement, except to the extent otherwise expressly stated in the schedules hereto.

**3.07 Warranties**

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.
- (b) The Supply shall, when completed, constitute a fully operable, turn-key solution, ready for immediate use by the City and fit for the use for which it is intended, and the Supplier warrants that each such solution shall, upon completion, be without

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defects or imperfections and shall function correctly and adequately, and without any need of repair or improvement, for at least 12 months following the completion of the Supply, or such defects, imperfections or failures to function correctly and adequately, shall be remedied by, or such repairs or improvements shall be undertaken by, the Supplier, without cost or liability to the City and the Supplier shall indemnify and hold the City harmless in relation thereto.

- (c) All goods and materials delivered as part of the Supply shall be covered by the Supplier's or the relevant manufacturers' ordinary warranties (in each case, for a minimum of one year) against defects in materials, workmanship and performance.
- (d) All costs associated with warranty repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (e) If requested by the City, the Supplier shall handle and manage any claims on manufacturer warranties for defects in goods or materials provided as part of the Supply and resolve all matters either by repairing or replacing goods or materials at the City's sole discretion.
- (f) The Supplier shall deliver or assign all documentation and offer all required assistance to the City to ensure that the City receives the benefit of any product warranties provided by the suppliers of any goods or materials included in the Supply.

**3.08 Relationship Between the Parties**

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.
- (b) The City is not bound to treat the Supplier as its exclusive supplier of any goods or services.

**3.09 Variations Requested by the City**

- (a) Any instruction given by the City which constitutes or gives rise to a change to the scope of the Supply expressed in Schedule A (Scope of Goods and Services) or to the items expressed in Schedule D (Specific Deliverables), shall constitute a "Variation" and shall be governed by and subject to this Section 3.09.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to the Time(s) for Completion, the Supplier shall submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price and the Time(s) for Completion, and thereafter:

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- (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and
- (ii) within 10 Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price or the Time(s) for Completion, and as necessary, which such agreement must be evidenced in writing.
- (d) If no agreement is reached under 3.09(c)(ii) within 20 Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with Article 16.
- (e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation.

**3.10 Tests; Defects and Acceptance**

- (a) When, in the Supplier's judgement, the Supply is complete in accordance herewith, the Supplier shall give written notice to that effect to the City. Thereafter, the City shall reasonably promptly perform such practical tests of the Supply as the City reasonably deems necessary, and the Supplier shall assist the City with all such tests, if and to the extent so requested by the City.
- (b) If a Defect appears]/[the testing described in the foregoing Section 3.10(a) reveals, in the judgement of the City, any Defects in the Supply, the City shall notify the Supplier accordingly.
- (c) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (d) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.
- (e) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand). The City's exercise of its election under this Section 3.10(e) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.
- (f) When the City is reasonably satisfied that the Supply has been completed and is without Defects, the City shall promptly issue to the Supplier a Certificate of Completion.
- (g) Without prejudice to any right or remedy of the City under this Agreement, performance of the Supplier's obligations in respect of the Supply shall not be considered to have been completed until the corresponding Certificate of Completion is issued in accordance with Section 3.10(f).

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**3.11 Title and Risk**

- (a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:
  - (i) payment therefor by the City;
  - (ii) its fixture to any part of the Site; and
  - (iii) in the case of a good or material, its incorporation into a work supplied by the Supplier.
- (c) The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to goods to the City, free and clear of all Encumbrances.
- (d) The Supplier must not enter any contract that reserves ownership of goods or materials supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (e) Notwithstanding the foregoing provisions of this Section 3.11, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the Supply to the satisfaction of the City and the Certificate of Completion has been issued.

**ARTICLE 4**  
**CONTRACT MANAGERS**

**4.01 City's Managers**

- (a) [●] and [●] (each a "City's Manager") each have full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager and shall only be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 4.01 shall render any purported City's instruction invalid. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the Supplier.

**4.02 Supplier's Managers**

- (a) [●] and [●] (each a "Supplier's Manager") each have full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City (through an executive officer or City's Manager) to

either of them shall be deemed to be valid and effective, if given as stated in Section 4.01(b).

- (b) Each Supplier's Manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

#### **4.03 Designation of New Managers**

The City may designate new City's Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through written notice to the other Party.

### **ARTICLE 5** **SUPPLIERS' WARRANTIES AND COVENANTS**

#### **5.01 General Representations and Warranties**

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Supplier is a [●] duly organized, validly existing and in good standing under the laws of [●] and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;
- (g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;
- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Site;

## **5.02 General Health and Safety-Related Acknowledgements and Covenants**

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;
- (b) if the Supply involves any type of manual labour, prior to their attendance at the Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, and provide the City with such assistance as is reasonably necessary (including providing access to relevant documents and to the Supplier's and Subcontractors' employees) in investigating such incident;
- (g) send to the City details of any workplace accident, injury or illness as soon as practicable after its occurrence, and maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and
- (h) To the extent a "prime contractor", as defined in the WCA, is not already designated by the City for any portion of the Site, the Supplier acknowledges and agrees that it is the prime contractor and assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA.

## **5.03 Covenants Regarding Violations of Health and Safety Requirements**

Without prejudice to any remedies available to the City hereunder, if any Subcontractor or person employed or engaged by the Supplier (or by a Subcontractor) violates any OHS Requirement, the Supplier shall:

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City first and subsequently to the applicable Competent Authorities;
- (c) promptly take all reasonable, commercial steps necessary to avoid recurrence of the violation;

- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing subsection (c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

#### 5.04 Covenants Regarding the Environment

- (a) The Supplier shall:
  - (i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Site;
  - (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;
  - (iii) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and
  - (iv) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.
- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at the Site, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at the Site in compliance with all Laws (including Environmental Laws). The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Site or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from the Site, or in the vicinity of the Site.

#### 5.05 Further Covenants Regarding the Site

The Supplier shall:

- (a) at its sole cost, keep any portion of the Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner;
- (b) not do anything at the Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon; and

- (c) not to do anything at the Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.

#### **5.06 Covenants Against Encumbrances**

- (a) The Supplier shall keep the Site, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.
- (b) The Supplier acknowledges and agrees that, in the event the Supplier shall fail to discharge any Encumbrance contemplated in Section 5.06(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 5.06(b).

#### **5.07 Absence of Conflicts of Interest**

- (a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

### **ARTICLE 6** **PERSONNEL**

#### **6.01 Separate Personnel**

- (a) It is the intention of the Parties that any personnel utilized or supplied by the Supplier or any Subcontractor hereunder shall remain employees of the Supplier or Subcontractor, respectively, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and the City. If contrary to this intention such personnel are treated as employees of the City for the purposes of



any applicable Law, the Supplier shall indemnify the City against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.

- (b) Neither the City nor the Supplier shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, induce any employee of the other, who may work in connection with the Supply, to leave his or her current employer, and neither of them shall, and the Supplier shall ensure that none of its Representatives or Subcontractors shall, employ or make an offer of employment to any such employee of the other during the term of this Agreement or the period of 365 days after the termination of this Agreement without the express prior approval in writing of the employee's current employer.
- (c) If any persons are brought by the Supplier into Canada for purposes of the Supply, the Supplier shall be responsible for all immigration matters, and for the expatriation and repatriation of such personnel, and the costs of the same shall be deemed included in the Contract Price.

## **6.02 Changes in Personnel**

The City may request the removal or replacement of any personnel engaged by the Supplier or any Subcontractor in relation to any part of the Supply, provided that such request is made in writing stating the City's detailed reasons. The Supplier shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement where the City is of the opinion that the personnel in question are guilty of misconduct, do not have acceptable qualifications or are otherwise unable or unfit to perform satisfactorily and safely. If the City requests a replacement for a reason other than the immediately aforementioned reasons, the City shall reimburse the Supplier its reasonable properly incurred costs of replacement.

## **6.03 Key Project Personnel**

- (a) Where there are Key Project Personnel the Supplier shall:
  - (i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;
  - (ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);
  - (iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;
  - (iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and
  - (v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.
- (b) If:

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- (i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or
- (ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.

- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.
- (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

**ARTICLE 7**  
**REPORTING**

**7.01 Progress Reports**

- (a) Fortnightly progress reports shall be prepared by the Supplier and submitted to the City in a format and at a time reasonably acceptable to the City.
- (b) Each such progress report shall include (as a minimum):
  - (i) charts and detailed descriptions of progress in preparing Documentation and in otherwise delivering the Supply;
  - (ii) copies of any quality assurance documents; and
  - (iii) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise any aspect of the Supply or the timing therefor.

**7.02 Assistance Regarding Reporting Requirements**

The Supplier shall, and shall cause its Representatives to, provide the City with reasonable assistance and information which is necessary to enable the City to comply with any Law.

**7.03 Other Reports**

The Supplier shall provide any additional reports and information regarding the Supply or the Site reasonably requested by the City at any time.

**ARTICLE 8**  
**PAYMENT; AUDITS**

**8.01 Payment to the Supplier**

- (a) Subject to Article 11, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), upon the receipt of invoices prepared in accordance with Section 8.02(b).

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- (b) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.
- (c) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of materials and labour) except as otherwise expressly stated in this Agreement.
- (d) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

**8.02 Content of Invoices**

- (a) The City shall from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.
- (b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
  - (i) the number of the purchase order of the City relating to the Supply or the portion of the Supply to which the invoice relates;
  - (ii) an itemized list of the amounts owing;
  - (iii) the time period to which the invoice relates;
  - (iv) a description of the portion of the Supply to which the invoice relates;
  - (v) the total amounts payable under the invoice;
  - (vi) all supporting documentation relating to disbursements; and
  - (vii) such other information as the City may require from time to time,and shall be delivered to the address stated in, and as otherwise specified in, the City purchase order relating to the Supply or the portion of the Supply to which the invoice relates.
- (c) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

#### 8.03 Currency of Payment

All currency amounts stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

#### 8.04 Contested Claims for Payment

If any item contained in an invoice submitted by the Supplier is contested by the City, the City shall give prompt notice thereof, together with reasons to the Supplier.

#### 8.05 Audits

- (a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of the Supply or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in accordance with this Section 8.05(a) shall be deemed to be Confidential Information;
- (b) Not later than three years after the completion of the Supply or earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 8.05(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and
- (c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 8.05(b) shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Supplier in respect of the Supply, then the costs of the relevant audit shall be for the account of the Supplier.

#### 8.06 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

**ARTICLE 9**  
**CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY**

**9.01 Scheduled Items**

The City shall make available, free of cost and without delay or in accordance with any agreed timetable or schedule set forth in Schedule C (Items to be Provided by the City), to the Supplier for the purpose of the Supply, the personnel, equipment, facilities, services (including services of third parties) and information described in such Schedule C (if any), and in accordance therewith.

**9.02 Other Information**

The City shall, within a reasonable time following a written request by the Supplier, provide to the Supplier free of cost such further information, which the City considers relevant to provision of the Supply and which is either already in its possession or reasonably within its power to obtain.

**9.03 Decisions in Writing**

On all matters properly referred to it in writing by the Supplier, the City shall (wherever practicable) give its decision in writing within a reasonable time having regard to the Time(s) for Completion and the Supplier's obligations with regard to the Supply.

**9.04 Access to the Site**

Except to the extent prohibited by applicable Law or any Consent, the City shall grant to the Supplier non-exclusive, timely and in accordance with any agreed schedule, access (as the City is reasonably able to provide) to all necessary areas of the Site on and from the Effective Date and such other non-exclusive access as is necessary or appropriate to perform the Supply and the Supplier's other obligations in accordance with this Agreement.

**ARTICLE 10**  
**LIABILITY AND INSURANCE**

**10.01 Covenants of Indemnification by the Supplier**

- (a) The Supplier shall indemnify and keep indemnified and hold the City and its officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:
  - (i) any damage to the Site or any part thereof, or any property whether located at the Site or otherwise, which occurs during the provision of the Supply;
  - (ii) any damage to the natural environment, including any remediation cost recovery claims;
  - (iii) any loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;

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- (iv) any occupational illness, injury or death of any person, whether at the Site or otherwise, which occurs during, or as a result of, the provision of the Supply;
  - (v) any failure by the Supplier to fully comply with the provisions of this Agreement;
  - (vi) a breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
  - (vii) any actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply, and
  - (viii) any breach of the warranties of the Supplier contained herein,  
  
to the extent that such losses, liabilities, claims, demands, costs and expenses, fines, penalties or charges are due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any Representative of the Supplier or any employee, agent or contractor of any of them.
- (b) Nothing in this Section 10.01 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to the City, including without limitation any liability for:
- (i) the Supplier's deliberate default, fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
  - (ii) any loss or damage flowing from the termination of this Agreement.
- (c) The Supplier appoints the City as the trustee of the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 10.01 and the City accepts such appointment.

#### **10.02 Conduct of Claims**

In the event of any claims, statutory fees, costs, charges, penalties (including without limitation any legal costs), contributions, compensations, cost recoveries, expenses or fines being levied or claimed from a person in respect of which an indemnity is provided by the Supplier pursuant to Article 10, the following provisions shall apply:

- (a) subject to Sections 10.02(b), 10.02(c) and 10.02(d) below, where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:
  - (i) approval by any relevant insurers (without prejudice to Section 10.02(f)); and
  - (ii) the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

permit or require the Supplier to dispute the claim on behalf of the person entitled to indemnification at the Supplier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give the Supplier (provided at the Supplier's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;

- (b) with respect to any claim conducted by the Supplier pursuant to Section 10.02(a) above:
  - (i) the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;
  - (ii) the Supplier shall not bring the name of the person entitled to indemnification (or any Group member thereof) into disrepute; and
  - (iii) the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;
- (c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:
  - (i) the Supplier is not entitled to, or is not permitted or instructed, to take conduct of the claim in accordance with Section 10.02(a) above; or
  - (ii) the Supplier fails to comply in any material respect with the provisions of Section 10.02(a) or 10.02(b) above;
- (d) the person entitled to indemnification pursuant to Article 10 shall be free at any time to give notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 10.02(a) above applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:
  - (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and
  - (ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Supplier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Supplier exceeds any loss sustained by the person entitled to indemnification;

- (f) the Supplier shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the person entitled to indemnification shall issue instructions accordingly; and
- (g) any person entitled to an indemnity from the Supplier must take all reasonable measures to mitigate any loss, damage or liability that it may suffer in respect of any such matter.

#### 10.03 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than \$5 million per occurrence and at least \$5 million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.
- (b) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (c) The Supplier's liabilities under this Agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 10.03(a).
- (d) The cost of the insurances arising under this Section 10.03 shall be deemed to be incorporated into the prices specified in Schedule B.
- (e) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 10.03 have been taken out and are being maintained.

### **ARTICLE 11**

#### **FORCE MAJEURE; TERMINATION**

#### 11.01 Force Majeure

- (a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:



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- (i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within 10 days after becoming aware of the event of Force Majeure;
  - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
  - (iii) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
  - (iv) the Time(s) for Completion shall be extended to take into account such delay; and
  - (v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.
- (d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Section 11.01(b) and Section 11.01(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 45 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 45 days.

#### **11.02 City Suspension and Termination Rights**

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 11.02(a), the City may suspend all or part of the Supply (for such period as it determines) or terminate this Agreement at any time (and for its convenience) upon 14 days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any instructions from the City as to how to do so.
- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within 14 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 14 days terminate this Agreement.

- (d) The City may terminate this Agreement with immediate effect if:
  - (i) the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or
  - (ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

#### **11.03 Supplier Termination Rights**

After giving at least seven days' written notice to the City, the Supplier may terminate this Agreement, or at its discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Supply when:

- (a) 90 days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
  - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
  - (ii) the termination notice may not be issued until the expiry of 30 days following the issue of such reminder notice; or
- (b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 60 days.

#### **11.04 Consequences of Termination**

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
  - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
  - (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
  - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;

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- (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
  - (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with 11.04(a) and its reasonable demobilization costs, up to a maximum of \$1,000, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.
- (c) On termination of this Agreement for any reason, the Supplier shall be entitled to payment for any completed portion of the Supply rendered in full compliance herewith prior to the time of termination, in accordance with Schedule B (Prices for Supply).

**11.05 Other Surviving Rights and Liabilities of Parties**

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Section 3.07, Section 8.05 Article 10, Article 14 and Article 16 shall remain in force.

**ARTICLE 12**  
**ASSIGNMENT AND SUBCONTRACTING**

**12.01 Assignment**

Neither Party shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of this Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the other.

**12.02 Subcontracting**

- (a) The Supplier shall not subcontract the whole or substantially all of the Supply.
- (b) Without prejudice to the foregoing subsection (a), save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Supplier may not subcontract any part of the Supply without the City's prior written consent.
- (c) The Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the City upon request.
- (d) The Supplier shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.

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- (e) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.
- (f) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

**ARTICLE 13**  
**INTELLECTUAL PROPERTY**

Note: Intellectual Property provisions to be modified and approved as appropriate in light of the solutions proposal by the successful Proponent, if any.

**13.01 Assignment**

The Supplier acknowledges and agrees that the City is the exclusive owner of all right, title, and interests in and to the Documentation, including, without limitation, all Intellectual Property Rights therein. The Supplier shall assign and hereby assigns to the City all right, title, and interests in and to the Documentation, including, without limitation, all existing and future Intellectual Property Rights in and to the Documentation, effective upon their creation to the fullest extent permitted by Law. Insofar as such right, title, and interest do not so vest automatically or immediately in the City by operation of law or under this Agreement, subject to Section 13.02, the Supplier holds legal title of all right, title, and interests in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, in trust for the City and grants to the City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence to, itself and through contractors and agents, use, copy, amend, reproduce, modify and create derivative works of such Documentation for any purpose. Such licence shall include the right to sub licence to any third party without restriction.

**13.02 Further Assistance**

If and to the extent that any of the right, title, and interest in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, is not assigned automatically or immediately to the City under Section 13.01, the Supplier undertakes, at the expense of the City and at any time either during or after this Agreement upon request from the City (notwithstanding that the City may do so in its own name and at its own cost), to execute all documents, make all applications, give all assistance and do all acts and things as may, in the reasonable opinion of the City, be necessary or desirable to vest all right, title, and interest in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, in the City and to register them in, the name of the City and otherwise to protect and maintain such right, title, and interest. The Supplier further agrees to cooperate fully with the City both during and after the termination of this Agreement, with respect to signing further documents and doing such acts and other things reasonably requested by the City to confirm the transfer of ownership of the Documentation or to obtain or enforce patent, copyright, trade secret, or other protection for the Documentation. The Supplier shall not receive any consideration or royalties in respect of such transfer of ownership, beyond the fees, provided that the expense of obtaining or enforcing intellectual property protection shall be borne by the City.

**13.03 Supplier Undertakings and Representations and Warranties**

- (a) The Supplier undertakes:

- (i) to notify the City in writing of the full details of Documentation promptly upon its creation;
  - (ii) whenever requested to do so by the City and in any event on the termination of this Agreement (as provided for in Article 11), promptly to deliver to the City all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any parts of the Documentation which are in its possession, custody or power;
  - (iii) that the Supplier shall not, either during the term of this Agreement or thereafter, directly or indirectly, contest, or assist any third party to contest, the City's ownership of the Documentation or of any Intellectual Property Rights related thereto, and
  - (iv) not to register nor attempt to register any Intellectual Property Rights in the Documentation unless requested to do so by the City.
- (b) The Supplier represents and warrants to the City that:
- (i) it has not given and shall not give permission to any Subcontractor or third party to use any of the Documentation, nor any of the Intellectual Property Rights in the Documentation, other than as provided for in this Agreement or otherwise in accordance with the instructions of the City;
  - (ii) it has not brought to the City, or shall use in the provision of the Supply, any confidential material or documents of any former client or customer of the Supplier or of any other third party, unless the Supplier has received prior written authorization to do so from the City and from the owner of the confidential material or documents;
  - (iii) it has the absolute right to make the assignments of the right, title, and interest in and to the Documentation contemplated in this Agreement and to grant the rights granted under this Agreement;
  - (iv) it is unaware of any use by any third party or any unauthorized use by a Subcontractor of any of the Documentation or any Intellectual Property Rights in the Documentation; and
  - (v) the use of the Documentation or the Intellectual Property Rights in the Documentation by the City shall not, to the knowledge of the Supplier, infringe any Intellectual Property Rights of any third party.

#### **13.04 Background Intellectual Property**

Notwithstanding and superseding anything to the contrary in this Article 13, each Party retains title to all Intellectual Property Rights owned or possessed by it or any of its affiliates prior to or independent of performance of this Agreement and used by it in fulfilling its obligations under this Agreement, as well as any modifications or improvements made thereto in the course of performing this Agreement ("Background IP"). To the extent that one Party acquires any right, title, or interest in and to any aspect of the modifications or improvements to the Background IP of the other Party, such Party shall assign such right, title, and interest to the other Party, immediately following such acquisition. If any of the Supplier's Background IP is included in or required to use the Documentation provided by the Supplier to the City, the Supplier hereby grants to the City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence (including the right to sub-licence only to members of the City's Group) to, itself and through contractors and agents, use, copy, amend, reproduce, modify, create derivative works

of, use, commercialize, and otherwise exploit the Supplier's Background IP but only to the extent required to use such Documentation for the purpose (or any reasonably inferred purpose) for which it has been provided or for the provision of the Supply under this Agreement (excluding any software source code).

### **13.05 Supplier Employees' and Subcontractors' Rights**

The Supplier:

- (a) warrants that the Supplier's employees, Subcontractors and agents have waived or shall have waived in whole all moral rights (including, without limitation, any similar rights allowing the rights holder to restrain or claim damages for any distortion, mutilation, or other modification of works or any part thereof, and to restrain use or reproduction of works in any manner) they may have in the Documentation;
- (b) indemnifies the City, its officers, agents, contractors and employees against any liability, cost, loss or damage (including legal costs on a solicitor-client basis) suffered or incurred that arises under any breach of the warranty contained in Section 13.05(a) above; and
- (c) must do all things requested by the City, including signing or procuring the signature of particular forms, to give full effect to Section 13.05(a) above.

### **13.06 No Additional Remuneration**

The Supplier acknowledges that, except as provided by Law, no further remuneration or compensation (beyond that expressly provided for in this Agreement) is or may become due to the Supplier in respect of the performance of its obligations under this Article 13.

## **ARTICLE 14** **PRIVACY; CONFIDENTIALITY**

### **14.01 Freedom of Information and Protection of Privacy Act**

The Supplier acknowledges that the City 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, and the Supplier represents, warrants and covenants that it shall not do so or cause to be done anything that may result in a breach of such legislation by the City.

### **14.02 No Promotion**

The Supplier shall not, and shall ensure that its Subcontractors shall not, disclose or promote any relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City.

### **14.03 Confidentiality Obligations**

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of the City, otherwise necessary to pursue the public business of the City (a "Permitted Purpose"), or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this Article 14.

#### **14.04 Disclosure to Representatives**

A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this Article 14.

#### **14.05 Disclosures Required by Law**

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that the Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

#### **14.06 Other Disclosures by the City**

The City's obligations under this Article 14 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this Article 14, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

#### **14.07 Interpretation; Enforcement and Survival**

- (a) Notwithstanding anything in this Article 14 to the contrary, nothing in this Article 14 shall affect the Parties' rights and obligations under Article 13.
- (b) The Parties acknowledge that a breach of any of the obligations or provisions contained in this Article 14 could cause the other Party to suffer loss which may not be adequately compensated for by damages and that the other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

### **ARTICLE 15** **TAXES**

#### **15.01 Taxes for Own Accounts**

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by either Party pursuant to any applicable Laws as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the Contract Price includes all such Taxes, except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of goods or services within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

## 15.02 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:
  - (i) withhold an amount from a payment made to the Supplier; and
  - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 15.02(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 15.02(a).
- (d) If the City does not withhold an amount under Section 15.02(a) which it is required to withhold pursuant to any Laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 15.02(a)

## ARTICLE 16 DISPUTE RESOLUTION

### 16.01 Optional Procedure

All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement shall be decided by mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by a court of competent jurisdiction in the Province of British Columbia.

### 16.02 Arbitration

- (a) In the event that the Parties agree to arbitration pursuant to Section 16.01:
  - (i) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall 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 within the Province of British Columbia;
  - (ii) the parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
  - (iii) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.



**ARTICLE 17**  
**MISCELLANEOUS**

**17.01 Time of the Essence**

Time is of the essence of this Agreement, including without limitation in relation to the Time(s) for Completion.

**17.02 Costs**

Each of the Parties hereto shall pay their respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

**17.03 Benefit of this Agreement**

- (a) This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Section 17.03(a) or Section 10.01, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

**17.04 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

**17.05 Amendments and Waiver**

Subject to Section 3.09, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

**17.06 Notices**

- (a) Any order, demand, notice or other communication to be given to a Party in connection with this Agreement must be given in writing and must be given by personal delivery to a City's Manager or a Supplier's Manager, as applicable, or delivered by registered mail, by courier or by facsimile transmission (with delivery confirmation), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party. If given by registered mail, courier or facsimile transmission, any such demand, notice or other communication must be given at the relevant address or facsimile number listed below:

If to the Supplier:

**[SUPPLIER NAME]**  
**[•]**

[•]  
[•]

Facsimile: [•]

If to the City:

CITY OF VANCOUVER

[•]  
[•]  
[•]

Facsimile: [•]

or to such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be sent to the address specified in the relevant City purchase order.

- (b) Any order, demand, notice or other communication shall be conclusively deemed to have been given: (i) if given by personal delivery, on the day of actual delivery thereof; (ii) if given by registered mail, on the tenth Business Day following the deposit thereof in the mail; (iii) if given by courier, on the Business Day following confirmation by the courier that the notice has been delivered; and (iv) if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or facsimile transmission.

#### 17.07 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
- (i) as otherwise agreed by the Parties pursuant to Article 16; and
- (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to Article 16 or any judgment of any court in the Province of British Columbia.

#### 17.08 Further Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

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**17.09 Severance**

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

**17.10 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

**17.11 Electronic Execution**

Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such Party.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories:

***[SUPPLIER NAME]***

Per: \_\_\_\_\_  
***[Name; Title]***

\_\_\_\_\_  
***[Name; Title]***

**CITY OF VANCOUVER**

Per: \_\_\_\_\_  
**[•]**

\_\_\_\_\_  
**[•]**

\_\_\_\_\_  
**[•]**

**Schedule A**

**SCOPE OF GOODS AND SERVICES**

The Scope of the Supplier's Supply, as finally negotiated and agreed, shall be clearly expressed in this Schedule A.

**Schedule B**

**PRICES FOR SUPPLY**

The Scope of the Supplier's Prices for Supply, as finally negotiated and agreed, shall be detailed and tied to the descriptions of the Supply in Schedule A and shall be clearly expressed in this Schedule B.

**Schedule C**

**ITEMS TO BE PROVIDED BY THE CITY**

Items to be Provided by the City, if any and as appropriate the personnel, equipment, facilities, services and information, as finally agreed, shall be clearly expressed in this Schedule C.

**Schedule D**

**SPECIFIC DELIVERABLES**

The Specific Deliverables, including the achievement of certain specific, measurable outcomes, which the Supplier is to achieve, as finally negotiated and agreed, shall be detailed and tied to the descriptions of the Supply in Schedule A and shall be clearly expressed in this Schedule D.

**Schedule E**

**TIME SCHEDULE FOR SUPPLY**

The time for the completion of the Supply and any applicable milestones to be achieved by particular dates prior to the completion of the Supply, as finally agreed, shall be clearly expressed and tied to the descriptions of the Supply in Schedule A and shall be clearly expressed in this Schedule E.



Schedule F

**CITY POLICIES**

1. The City's Supplier Code of Conduct referred to in Appendix 2 of the RFP PS20130660.

**Schedule G**

**KEY PROJECT PERSONNEL**

The Key Project Personnel, as finally agreed, shall be clearly expressed in this Schedule G.

**Schedule H**

**SITE**

The Sites, as applicable and as finally agreed, shall be clearly expressed in this Schedule H.