



REQUEST FOR QUOTATION RFQ PS08105

**SUPPLY AND DELIVERY OF CISCO MARS SOLUTION FOR INFORMATION SECURITY
PROGRAM INITIATIVE**

Quotations are to be addressed and delivered to the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday August 19, 2008.

This quotation will not be opened publicly

NOTES:

1. Quotations shall be in a sealed envelope or package marked with the Bidder's Name, the RFQ Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. DO NOT SUBMIT BY FAX.

All queries related to this RFQ shall be submitted
in writing to the attention of:

**Alison Hall,
Contracting Specialist**

Fax: 604.873.7057 E-mail: purchasing@vancouver.ca

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PART A - INSTRUCTIONS TO BIDDERS**

NOTE: The definitions set out in Section 1.0 of Part B - General Conditions apply throughout this RFQ, including this Part A of this RFQ, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Description of Requirement

1.1 The City of Vancouver has adopted a holistic strategy to IT security and is in the process of embedding a philosophy of incident and event lifecycle management across the Corporate Information Technology Department. To support this enhanced security approach, the City intends to implement an integrated, enterprise security solution based on its standard Cisco network infrastructure platform.

The City therefore invites interested and qualified Proponents to provide quotations for a contract to supply, deploy, install, test and commission a new Cisco MARS solution; including the training of key City personnel in the ongoing management and support of the solution as described in this RFQ.

The main goals of this project are to:

- a) Implement an integrated, enterprise Cisco solution including the complete design, configuration and rollout of the Cisco MARS solution based on City specifications
- b) Ensure that the final solution:
 - i. supports real time collection and analysis of log data from host systems, firewall, IPS and network devices
 - ii. supports long-term storage and reporting of events and incidents
 - iii. can be implemented without extensive customization
 - iv. is easy to support and maintain

1.2 Bidders are required to submit a Quotation for the full Requirement only. Partial responses will be put aside and given no consideration.

Key dates to be noted are:

Event	Dates
Release of RFQ	Friday July 25, 2008
Deadline for Response Notification Form	Tuesday August 12, 2008
Deadline for Enquiries	Tuesday August 12, 2008
RFQ Closing	Tuesday August 19, 2008

2.0 Contract Term - Intentionally Omitted

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3.0 Pricing

- 3.1 Pricing shall be held firm for ninety (90) days after the closing date and time on the title page of this RFQ.
- 3.2 Prices quoted will be in Canadian currency and exclusive of all taxes, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

4.0 Inquiries and Clarifications

- 4.1 It is the responsibility of the Bidder to thoroughly examine these documents and satisfy itself as to the full requirements of this RFQ. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, an addendum will be issued to all Bidders.

5.0 Inspection of Site - Intentionally Omitted

6.0 Submission of Quotation

- 6.1 The response to this RFQ with all accompanying schedules, appendices or addenda submitted by the Bidder will be received up to the closing time on the date and in the place shown on the title page of this RFQ (the "Closing Time"). The Quotation shall be submitted on the forms provided in a sealed envelope or package, marked with the Bidder's name and the RFQ title and number.
- 6.2 Quotations received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned. The City may elect to extend the Closing Time.
- 6.3 The Bidder shall submit **three (3) copies** of its Quotation on the form provided (Part D - Quotation Form) in accordance with the instructions stated herein.
- 6.4 The City's language used in its procurement documents and the responses thereto, shall be in English.
- 6.5 The Bidder must enter its corporate or legal business name on the final page of the Quotation Form. The Quotation Form must be signed in the place provided by an officer or employee having authority to bind the Bidder to the terms and conditions of this RFQ. All other pages of the Quotation Form must be initialled by the authorized signatory in the spaces provided.
- 6.6 Amendments to a Quotation may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Bidder's name and the RFQ title and number.
- 6.7 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 6.8 All costs associated with the preparation and submission of the Quotation, including any costs incurred by the Bidder after the Closing Time, will be borne solely by the Bidder.

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6.9 By submitting a Quotation, the Bidder 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 by the Bidder as a result of or arising out of submitting a Quotation for the proposed Contract, or due to the City's acceptance or non-acceptance of their Quotation or any breach by the City of the bid contract between the City and each of the Bidders or arising out of any contract award not made in accordance with the express or implied terms of the Quotation documents.

7.0 Conflict of Interest

7.1 By submitting a Quotation, the Bidder warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

8.0 Evaluation of Quotations

8.1 Quotations will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:

- a) the Bidder's ability to meet the Requirements, qualifications and competencies set out herein;
- b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
- c) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
- d) equipment quality, configuration, age and condition; and
- e) any other criteria set out in the RFQ.

8.2 The City may elect to short list some of the Bidders and require short listed Bidders to provide additional information or details, including making a presentation, supplying samples, demonstrations, and/or additional technical literature. Samples or items, when required, must be submitted within the time specified and at no expense to the City. If not destroyed in testing, they will be returned at the Bidder's request and expense.

8.3 Prior to Contract award, the Bidder must demonstrate financial stability. Should the City so request, the Bidder is required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.

8.4 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Bidders without having any duty or obligation to advise any other Bidders or to allow them to vary its prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Bidder as a result of such negotiations or modifications.

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8.5 Preference may be given to Quotations offering environmentally beneficial products or services.

9.0 Acceptance and Rejection of Quotations

9.1 Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:

- a) accept any Quotation;
- b) reject any Quotation;
- c) reject all Quotations;
- d) accept a Quotation which is not the lowest Quotation;
- e) accept a Quotation that deviates from the Requirements, Specifications or the conditions specified in this Quotation;
- f) reject a Quotation even if it is the only Quotation received by the City;
- g) accept all or any part of a Quotation; and
- h) split the Requirements between one or more Bidders.

9.2 All Quotations shall be irrevocable and remain open for acceptance for at least ninety (90) days after the Closing Time, whether or not another Quotation has been accepted.

9.3 Any deviations from the Requirements, specifications or the conditions specified in this RFQ, must be clearly stated in the Quotation. The City will be the sole judge as to what constitutes an acceptable Quotation deviation. If no deviations are indicated in the Quotation, the City will be entitled to interpret that the Bidder offers to perform in full compliance of the Requirements, Specifications and conditions stated herein.

9.4 The City may waive any non-compliance with the RFQ, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this RFQ and may elect to retain for consideration Quotations which are non-conforming, which do not contain the content or form required by the RFQ or which have not complied with the process for submission set out herein.

10.0 Award of Contract

10.1 Award of a Contract is contingent on funds being approved and the contract award being made by City Council, if applicable.

10.2 The City will notify the successful Bidder(s) in writing that it has been awarded the Contract.

10.3 The purchase order terms and conditions, excluding the provision titled "The City's Offer", will apply unless otherwise agreed in writing by the City.

10.4 The purchase order, the Quotation, the RFQ and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor

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and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:

- a) Subject to Section 10.3, the City's purchase order including the standard purchase order terms and conditions (which may be downloaded from www.city.vancouver.bc.ca/bid/);
- b) Or any mutually agreed to amendments between the Bidder and the City;
- c) The Quotation; and
- d) The RFQ and any subsequent addenda.

10.5 Where the head office of the successful Bidder is located within the City of Vancouver and/or where the successful Bidder is required to perform the Service at a site located within the City of Vancouver, the successful Bidder is required to have a valid City of Vancouver business license prior to Contract execution.

10.6 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

11.0 Quantities

11.1 The quantities stated herein are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

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12.0 Brand Names

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

13.0 Alternates and/or Variations to Specifications

13.1 Except where stated otherwise herein, the Specifications describe what is considered necessary to meet the performance requirements of the City and Bidders should bid in accordance with such Specifications, or if the Bidder cannot meet the Specifications, the Bidder may offer an alternative which it believes to be the equivalent.

13.2 Bidders shall clearly indicate any variances from the City's Specifications or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.

13.3 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Bidder wishes to offer an alternative, the alternative Quotation shall be submitted separately in the same format as the initial Quotation.

13.4 The City is not obligated to accept any alternatives.

13.5 The City will determine what constitutes allowable variations.

14.0 Freedom of Information and Protection of Privacy Act

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

15.0 Confidentiality

15.1 Information about the City obtained by Bidders must not be disclosed unless prior written authorization is obtained from the City.

15.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

16.0 Special Conditions

16.1 Where Special Conditions are attached herein and there is a conflict, the Special Conditions shall take precedence over the Instructions to Bidders and General Conditions set out in this RFQ.

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1.0 Definitions

The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

“Act of God” means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;

“Bidder” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Quotation form set out in Part D of this RFQ;

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

“City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

“Closing Time” means the closing date, time, and place as set out on the title page of this RFQ;

“Contract” means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;

“Contract Documents” means the purchase order, the Contractor’s Quotation, the RFQ and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

“Contractor” means the successful Bidder individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded the Contract;

“Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;

“Delivery Site” means 250 West 70th Avenue, Vancouver, B.C., V5X 2X1, unless otherwise stated in this RFQ;

“F.O.B.” means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as “F.O.B.”;

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

“OHS Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by

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BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time.

“PST” means British Columbia provincial sales tax and any successor tax or levies therefor in force from time-to-time;

“Quotation” means the Bidder’s offer made on the Quotation form set out on Part D of this RFQ with all appendices or addenda submitted by the Bidder in response to the RFQ;

“RFQ” means this Invitation to Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C - Special Conditions; Part D- Quotation Form; Appendix 1 - Certificate of Insurance; and any additional attachments listed in the Table of Contents;

“Requirements” means all of the Specifications, requirements and services set out in the RFQ that describes the general requirements that the goods, materials, equipment and services must meet and the Contractor must provide;

“Security Clearance” means the security clearance required by the City from time to time for personnel being allowed access to any City owned property/site;

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

“Work Site” means the site where the Work is being performed.

2.0 Sub-contractors

2.1 The City of Vancouver will not accept proposals from any contractor that will sub-contract for the work. Upon approval of any proposal and the signing of a contract, all sub-contracting, assigning or other sub-letting of the Services or Work is expressly prohibited and the successful Proponent will not sub-contract any work without the prior written consent of the City, which consent may be arbitrarily withheld.

3.0 Independent Contractor

3.1 The Contractor, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

4.0 Assignment

4.1 The Contractor will not assign, sublet, subcontract, or let out as task work any part of the Work or any of the Contractor’s obligations of the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.

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5.0 Time of the Essence

5.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

6.0 Laws, Permits and Regulations

6.1 The laws of British Columbia shall govern the Contract.

6.2 All provisions of the International Sale of Goods Act are specifically excluded from application of this Contract.

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

7.0 Inspection

7.1 The services are subject to inspection and in case any of the services are not in conformity with the Requirements of the Contract or the Contractors' warranty (expressed or implied), the City shall have the right either to reject them or to require correction.

7.2 The City shall be the final judge of the services and materials in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final.

7.3 The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.

8.0 Quality of Workmanship and Materials

8.1 The Contractor shall perform the services with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the RFQ.

8.2 Materials, goods and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials of equipment.

8.3 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

9.0 Warranty

9.1 The Contractor warrants that the goods, materials, equipment and/or services supplied by the Contractor to the City will be in full conformity with the Specifications as well

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as samples, if any, then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (BC).

- 9.2 The Contractor further warrants that the goods, materials and/or equipment are of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the RFQ.
- 9.3 Equipment and materials shall be new, free and clear of all liens, charges and encumbrances, the latest model, and shall be complete with all necessary accessories for operation. All equipment and materials shall be at the risk of the Contractor until delivered to and accepted by the City.
- 9.4 At a minimum, a one (1) year parts and labour warranty shall be provided on all goods, materials, equipment and/or services provided under the Contract.
- 9.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

10.0 Indemnification

- 10.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 10.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 10.3 The Contractor shall assume the defense of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

11.0 Termination

- 11.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
 - a) if the Contractor fails to make delivery of the goods, materials, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
 - b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;

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- c) any failure of the Contractor to meet the safety requirements of the Contract;
- d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contracts; or
- e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.

11.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such services and/or goods as have been supplied up to the date of the termination of the Contract(s).

11.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods, materials, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

12.0 Payments

12.1 The Contractor shall be paid net 30 days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.

12.2 The Contractor may be required to accept payment by purchasing card (MasterCard).

13.0 Taxes

13.1 Unless otherwise provided herein, the Contractor shall pay all sales or excise taxes in force during the term of the Contract, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract(s).

13.2 Invoices shall show the appropriate amounts for GST and PST.

14.0 Non-resident Withholding Tax

14.1 Regulation 105(1) of the Canadian Income Tax Act requires that payments to non-residents for any work performed in Canada are subject to a Non-resident Withholding Tax of 15%. Exemption from this withholding tax is available in some circumstances, but the Contractor must apply directly to the Canada Customs and Revenue Agency (CCRA) at least 30 days before commencing the Work.

15.0 No Promotion of Relationship

15.1 The Contractor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the

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terms of the Contract). The Contractor undertakes not to use “VANOC”, “Vancouver 2010”, the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any communication or matter whatsoever as a basis to create an association, express or implied, between the Contractor and the IOC, the Olympics or the Olympic Movement.

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1.0 Additional Evaluation Criteria

1.1 In addition to the evaluation criteria set out in Part A of this RFQ, the following criteria, which are not in any order of importance, will be taken into consideration during the City's evaluation of the Quotation:

- Qualification of staff assigned to the Contract;
- Training
- Suitability of product to requirements
- Support services available
- Compatibility with current system

2.0 Protection of Person and Property

2.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the services, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor, or its employees.

2.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the services being done.

3.0 Clean Up - Intentionally Omitted

4.0 Insurance Requirements

4.1 The Proponent is advised to refer to the Certificate of Insurance [Appendix 2]. This is the type of certificate that the City would require should the Proponent be selected as the successful Proponent.

4.2 Proponents are to submit with their Proposals a Certificate of Existing Insurance in the form set out in the attached Certificate of Existing Insurance [Appendix 1] as evidence of their existing insurance coverage. Appendix 1 may be amended where appropriate to add the types of insurance currently carried by the Proponent which are not explicitly referenced on the Certificate.

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

4.4 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 and shall provide the City with sixty (60) days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, number, policy holder, and scope of work.

4.5 The Contractor shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

**REQUEST FOR QUOTATION NO. RFQ PS08105
SUPPLY AND DELIVERY OF CISCO MARS SOLUTION FOR
INFORMATION SECURITY PROGRAM INITIATIVE
PART C - SPECIAL CONDITIONS**

- 4.6 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 4.7 The insurance coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.
- 4.8 Prior to commencement of this Contract, the Contractor shall provide the City with evidence of all required insurance to be taken out in the form of the attached Certificate of Insurance supported by a certified copy(s) of the policy(s). The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, during the term of this agreement, the Contractor shall covenant and agree to comply with all its insurance obligations described herein. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies shall be made available to Risk and Emergency Management at any time during the term of the Contract upon request.
- 4.9 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, 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, the City and its respective officers, officials, employees, servants 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 two million dollars (\$2,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations.
- The policy of insurance shall:
- (i) be on an occurrence form;
 - (ii) add the City and its officials, officers, employees and agents as additional insureds;
 - (iii) contain a cross-liability or severability of interest clause;
 - (iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

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5.0 WorkSafeBC Compliance

- 5.1 Prior to commencing any services on the City's site, the Contractor must provide evidence that it is in good standing with WorkSafeBC. The Contractor is responsible for having the site secured in accordance with WorkSafeBC safety regulations and ensure that no danger shall befall the public at any time during the performance of the Services.
- (a) *Payment of WorkSafeBC Assessments* - The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Worker's Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the Worker's Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
 - (b) *Designation of Contractor as Prime Contractor* - The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the WorkSafeBC OHS Regulation.
 - (c) *Prime Contractor's Obligations* - Without in any way limiting the Contractor's obligations under the WorkSafeBC OHS Regulation, and by way of example only, the Contractor will:
 - (i) Appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Site,
 - (ii) Provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WorkSafeBC OHS Regulation, and
 - (iii) Within **five (5) Business Days** of the City delivering the Notice of Award to the Contractor, sign and deliver to the City, the "Prime Contractor Agreement" in the form attached
 - (d) *General WorkSafeBC Obligations* - In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to WorkSafeBC and will ensure that all City and WorkSafeBC safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all workers, material suppliers and others engaged in the performance of this Contract.
 - (e) *Notice of Project* - Prior to commencement of construction, the Contractor will:
 - (i) Complete and file a "Notice of Project" with WorkSafeBC in compliance with Section 20.2 of the WorkSafeBC OHS Regulation,
 - (ii) Post the Notice of Project at the Site, and
 - (iii) Provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Site.

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- (f) *Initial Proof of WorkSafeBC Registration/Good Standing* - Within **five (5) Business Days** of the City delivering the Notice of Award to the Contractor, the Contractor will provide the City with the Contractor's WorkSafeBC registration numbers.
- (g) *Subsequent Proof of WorkSafeBC Registration/Good Standing* - Within **five (5) Business Days** of the City delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor is registered and in good standing with WorkSafeBC and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.
- (h) *Pre-Contract Hazard Assessment* - The Contractor may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WorkSafeBC OHS Regulation (Section 119 of the WCA) as an "owner of a workplace". Despite the City's statutory obligations, the Prime Contractor now acknowledges and agrees that the Contractor may not rely on the "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of this Contract full responsibility for carrying out the City's obligations under Section 119 of the WCA, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The City now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City staff and City records for this purpose. Within **five (5) Business Days** of the City delivering the Notice of Award to the Contractor, the Contractor will start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries to the City Engineer prior to the City being obligated to issue the Notice to Proceed.
- (i) *Special Indemnity Against WorkSafeBC Non-Compliance* - The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
 - (i) Unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
 - (ii) The acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC OHS Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or
 - (iii) Any breach of the Contractor's obligations under this General Condition.

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SUPPLY AND DELIVERY OF CISCO MARS SOLUTION FOR
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PART C - SPECIAL CONDITIONS**

6.0 Character of Workers

- 6.1 On the written request of the City, the Contractor will remove any employee, or agent for any reason including but not limited to the following:
- a) Lack of or failure to obtain any required Security Clearance;
 - b) Intoxication;
 - c) Use of foul, profane, vulgar or obscene language or gestures;
 - d) Solicitation of gratuities or tips from any person for services performed under this Agreement;
 - e) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
 - f) Any action which may constitute a public nuisance or disorderly conduct.
- 6.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, or agent has been removed from further involvement with this Agreement.

**REQUEST FOR QUOTATION NO. RFQ PS08105
 SUPPLY AND DELIVERY OF CISCO MARS SOLUTION FOR
 INFORMATION SECURITY PROGRAM INITIATIVE
 PART D - QUOTATION FORM**

Bidder's Name: _____
"Bidder"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

To the City of Vancouver,

The undersigned Bidder, having carefully read and examined the RFQ including the Instructions to Bidders, General Conditions, Special Conditions, Requirements, Specifications and all addenda and having full knowledge of the Requirements described herein, does offer to provide the goods, materials, equipment and/or services in accordance with the Specifications, terms and conditions set out in the RFQ (except as noted herein) and in accordance with the pricing set out in the Quotation form.

1.0 Compliance

1.1 By initialling each item, the Bidder acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements.

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A</u> Instructions to Bidders			
<u>Part B</u> General Conditions			
<u>Part C</u> Special Conditions			
<u>Part D</u> Quotation Form			

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PART D - QUOTATION FORM**

2.0 References

2.1 The following is a list of references for similar goods, materials, equipment and/or services supplied by the Bidder to other clients. The Bidder agrees that the City may contact these references at its discretion. In addition, the City may also contact any other organization for the purposes of evaluating the Bidder's company and Quotation.

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

**REQUEST FOR QUOTATION NO. RFQ PS08105
 SUPPLY AND DELIVERY OF CISCO MARS SOLUTION FOR
 INFORMATION SECURITY PROGRAM INITIATIVE
 PART D - QUOTATION FORM**

3.0 Mandatory Requirements

The Bidder must meet the following mandatory requirements. Failure to do so may or may not result in the Quotation being put aside and given no further consideration.

Requirements <i>(Bidders: do not write in this section)</i>	Indicate Compliance by Yes or No - add any comments <i>(Bidders: where non-compliant, describe deviation)</i>
1. One (1) the following devices: <ul style="list-style-type: none"> • Cisco Security MARS 25R Part Number (CS-MARS-25R-K9) 	
2. One (1) the following devices: <ul style="list-style-type: none"> • Cisco Security MARS 110R Part Number (CS-MARS-110R-K9) 	
3. Provide description of services and specifications for software, hardware and support services	
4. Provide description of services and specifications for training of City personnel	
5. Provide description of services and specifications for consulting services	

State delivery date after receipt of order: _____

State any deviations to requirements: _____

**REQUEST FOR QUOTATION NO. RFQ PS08105
 SUPPLY AND DELIVERY OF CISCO MARS SOLUTION FOR
 INFORMATION SECURITY PROGRAM INITIATIVE
 PART D - QUOTATION FORM**

4.0 Schedule of Quantities and Prices

Item	Description	Price
1	Provide pricing structure for the proposed hardware (e.g., site licensing, concurrent users, pricing based on event per second, development / testing / production environments, etc.) <ul style="list-style-type: none"> • Primary Device (Cisco Security MARS 110R - provide information on components included in the device) • Secondary Device (Cisco Security MARS 25R - provide information on components included in the device) Other: <ul style="list-style-type: none"> • _____ • _____ 	\$ _____ \$ _____ \$ _____ \$ _____
2	Provide pricing information on hardware and software maintenance and on-going support services: <ul style="list-style-type: none"> • Software maintenance (per annum - pricing for each level if applicable) • Hardware maintenance (per annum - pricing for each level if applicable) • Support services (pricing for each level if applicable) 	\$ _____ \$ _____ \$ _____
3	Provide pricing information for on-site training. <ul style="list-style-type: none"> • Course structure • Number of days per course • Number of participants per training class • Cost per day or course (travelling and living expenses not included) 	\$ _____ _____ _____ \$ _____
4	Provide hourly or per diem rate for consulting services (traveling and living expenses not included)	\$ _____

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INFORMATION SECURITY PROGRAM INITIATIVE
PART D - QUOTATION FORM**

4.0 Other: Bidder Profile and Implementation Plan

Bidder Profile:

Provide a brief overview of your company or organization. Describe in general, your organizational capabilities including resources available to you, or your team such as access to information, personnel with specialized knowledge and expertise in the applicable field.

Description of Implementation Plan:

Provide a brief overview of the project concept and a preliminary outline of the product and implementation plan proposed.

5.0 Sub-contractors - Intentionally Omitted

6.0 Bidder's Declaration

The undersigned Bidder confirms that it has read and agreed to the conditions stated in the RFQ and that any deviations have been clearly noted herein.

The Bidder agrees that if this Quotation is accepted within ninety (90) calendar days from the Closing Time, the undersigned Bidder agrees to supply the City of Vancouver with all or any part of the items upon which prices are stated, at the price set opposite each item and to deliver the same at the designated point or points within the time specified, and in accordance with the Terms and Conditions set forth in the Quotation.

Authorized Signatory for the Bidder

Date

Name and Title *(please print)*

To be Initialed at Quotation Opening:

Manager, Materials Management or designate

Witness



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

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

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

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

BUSINESS TRADE NAME or DBA DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

INSURER _____	Insured Values (Replacement Cost) -
TYPE OF COVERAGE _____	Building and Tenants Improvement \$ _____
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	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
√ Cross Liability or Severability of Interest	Per Occurrence \$ _____
√ Employees as Additional Insureds	Aggregate \$ _____
√ Blanket Contractual Liability	All Risk Tenant's Legal Liability \$ _____
√ Non-Owned Auto Liability	Deductible Per Occurrence \$ _____

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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



CERTIFICATE OF INSURANCE

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

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

MAILING ADDRESS:

LOCATION ADDRESS:

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

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

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

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

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

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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



CORPORATE SERVICES GROUP

Materials Management

Purchasing Services

Request for Quotation

No. PS08105 - SUPPLY AND DELIVERY OF CISCO MARS SOLUTION FOR INFORMATION SECURITY PROGRAM INITIATIVE

To acknowledge your intent to submit a proposal, and to ensure that you receive the required information, please submit this form to the person identified below before close of business day on or before, Tuesday August 12, 2008.

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

Your details:

Proponent's Name:-- _____
"Proponent"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company **WILL** / **WILL NOT** submit a proposal for
"RFQ No. PS08105- SUPPLY AND DELIVERY OF CISCO MARS SOLUTION
FOR INFORMATION SECURITY PROGRAM INITIATIVE "
by the closing date of Tuesday August 19, 2008 at 3:00PM

Authorized Signatory and Name of Company (Please print)

E-mail Address (Please print)

Date