



# City of Port Alberni

## Request for Proposal

RFP NUMBER: RFP2011-SAN  
TITLE: Storage Area Network Purchase  
ISSUE DATE: July 18, 2011  
ISSUING DEPARTMENT: City of Port Alberni – Information Services Department  
PERIOD OF CONTRACT: From date of award until project completion  
CLOSE DATE: August 5, 2011  
INQUIRIES: Jeff\_Pelech@portalberni.ca

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In compliance with this request for proposal and all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

**Name and Address of Firm:**

**Date:**

**By:**

*(signature in ink)*

**Print Name:**

**Title:**

**Telephone:**

**Cell:**

**Email Address:**

**Fax:**

**Website:**

## **Table of Contents**

I.	Purpose .....	Page 3
II.	Background .....	Page 3
III.	Scope of Work, Requirements and Specifications .....	Page 3
IV.	Proposal Preparation and Submission Requirements. ....	Page 5
V.	Evaluation and Award Criteria .....	Page 8
VI.	Reporting and Delivery Requirements.....	Page 8
VII.	Generals Terms and Conditions .....	Page 8
VIII.	Special Terms and Conditions .....	Page 12
IX.	Pricing Schedule.....	Page 14
X.	Prime Contractor Agreement.....	Page 15
XI.	Method of Payment.....	Page 17
XII.	Estimated Time Frames .....	Page 17

## I. Purpose

This Request for Proposal (RFP) seeks responses from vendor(s) / manufacturer(s) / reseller(s) to provide an affordable, enterprise-class, modular storage area network (SAN) for the City of Port Alberni.

The SAN must provide unlimited growth and technology independence through a single, easy-to-use management interface and allow the City of Port Alberni to buy storage on demand, quickly recover from data hazards, implement a tiered storage solution and achieve better utilization of disk resources.

## II. Background

The City of Port Alberni currently has operations which include Finance and Administration, Planning, Engineering, Parks and Recreation, Public Works, Fire, Cultural Services and RCMP.

All of our approximately 140 workstations are running Windows XP Pro, but we will be migrating to Windows 7 in 2012. We currently have five physical servers running Windows Server 2003 and Windows Server 2008, as well as two Windows Server 2008 Hyper-V servers ("hypervisors") hosting a variety of operating systems.

We have approximately 120 users that operate in 6 different locations. These locations are connected in a LAN using wireless radio technology, and a physical router appliance is located at each site.

We utilize Microsoft SQL Server 2005 and 2008 for large databases, as well as Sybase and Microsoft Access for small databases. Our soon to be implemented disaster recovery solution is Microsoft Data Protection Manager using a Quantum autoloader device. We also make use of two small (8Tb) Network Area Storage (NAS) devices.

## III. Scope of Work, Requirements and Specifications

### A. Requirements

1. There will be two phases to the scope. Phase 1 will determine vendor interest for the project and create an agenda for determining the City of Port Alberni's performance requirements for the SAN. The agenda will involve allowing vendor's to analyze our current system and build a foundation from which to evaluate vendor's solutions. Phase 2 will build on this foundation and allow the vendor flexibility in proposing the most appropriate and cost-effective system for the City of Port Alberni. Only vendors who express interest in Phase 1 will be allowed to make a proposal for Phase 2.
2. The Vendor would supervise and assist in the migration of current servers and data to the SAN, at the City of Port Alberni's choosing.

### B. Specifications

Please describe in detail how the propose SAN solution will meet or exceed each of the following baseline requirements.

#### *1. Capacity and Scalability*

- a. The SAN must provide no less than a 10 year product lifecycle.
- b. The SAN must be online expandable to add 100 TB of additional storage capacity without affecting system performance and data availability to users.
- c. The SAN must provide a minimum of 20 TB of usable storage immediately, and be expandable to beyond 100 TB, without needing additional proprietary hardware or licensing requirements.

#### *2. Disk Drive Type(s) and Performance*

- a. The SAN must include sufficient cache to support connected systems.
- b. The SAN must provide a separate read cache that does not require a battery backup environment.
- c. Multiple servers must be allowed to boot from the SAN, eliminating the need for internal storage in individual servers, and allowing for quick deployment of new servers and server recovery.

- d. The SAN must provide block level virtualization of all drives within the SAN.
- e. The SAN must provide performance monitoring tools with the base system configuration.
- f. The SAN must support solid state, fibre channel and SAS drive technologies, running in a combined simultaneous environment.

### 3. RAID Level and RAID Management

- a. The SAN must support all levels of RAID running in a combined simultaneous environment and allow RAID levels to be changed live without taking down the server to which the volume is attached.
- b. The SAN must not pre-allocate space based on RAID or snapshot functionality.
- c. The SAN must allow migration of data between RAID levels and/or drive technology with no server down-time.

### 4. SAN Fabric and Controllers

- a. The SAN must allow any LUN provided to a system configured with both types of server connectivity (either fiber channel or iSCSI) and must be capable of mapping volumes from one connectivity type to the other without changing or copying the data.
- b. The SAN must allow online expansion of controllers without affecting perceivable system performance and data availability to users.
- c. Multiple storage controllers must be able to provide load balancing and failover functions to provide zero storage system down-time.
- d. A multiple storage controller configuration must not have a single point of failure between controllers.
- e. A single controller configuration must require the storage configuration to reside in at least two separate locations for controller recovery.

### 5. Additional Connectivity

- a. The SAN must support multiple databases, including SQL, Sybase, and Lotus Domino.
- b. The SAN must include server connectivity, controllers, disk drives, and all pertinent control systems required to make the system operational.
- c. The SAN must utilize 120VAC60Hz for power requirements, and fit within a 12U rack space.
- d. The SAN must be online expandable to add server connectivity without affecting system performance and data availability to users.

### 6. Platform Operability

- a. The SAN must support operating system cluster environments, including Microsoft Cluster Server, VMWare ESX, and Microsoft Hyper-V.

### 7. Replication

- a. The SAN must be capable of replicating data to a remote storage device to enable mirroring of production data.
- b. The SAN must support synchronous, asynchronous and semi-synchronous replication. Further, the replication must be bi-directional to support multiple replication options.
- c. The SAN must support remote replication to multiple locations without third-party hardware and/or software.
- d. The SAN must allow remote and local sites to be of different hardware/software configurations.
- e. The SAN must allow the remote storage system to be implemented at a different time than the local storage system.

### 8. Snapshots and Volume Cloning

- a. The SAN should be able to capture any number of point-in-time copies of data. These blocks of data must not require pre-allocation of disk space or occupy additional disk space, and be able to be assigned to other systems to support new deployments.

### 9. Redundancy and Recovery

- a. Individual hardware components must be fully redundant to 1+1 minimum level and hot-swappable to ensure maximum data availability. This includes storage controllers, disk drives, power supplies, fans and power cords.
- b. The write cache within the SAN must include a battery backup to store cache data in the event of a power failure.
- c. The SAN must have capability of email notification for potential hardware failure through either an agent running on a remote computer or directly from the SAN.

### 10. Warranty and Security

- a. The SAN must be warranted against any defects. Warranty must cover all parts and labor (on-site) for a period of 60 months at a minimum, and must be provided 365x24x7.
- b. The SAN should have network, systems and data security features.

### 11. Training and Documentation

- a. The Contractor should offer initial training at City of Port Alberni headquarters at the time of installation for the City of Port Alberni Information Services Department. From this training, the IT staff should have the ability to support the SAN with ease after installation. The Contractor should provide details concerning their training program (e.g. number of sessions required, length of training sessions, number of persons per session and whether or not there is equipment or supplies to be provided by the City of Port Alberni, etc.).
- b. The Contractor should supply all necessary technical and user documentation for the SAN, and should provide updates of the documentation with any updates.

#### 12. Management

- a. The Vendor will provide management software for the SAN, which will include comprehensive online and remote monitoring abilities without third-party hardware or software, as well as reporting features.
- b. The management software would provide logging and diagnostic tools.
- c. Multiple administrators with unique logons and permissions must be able to concurrently login to the management interface, with at least one being able to modify array configuration.
- d. Software updates must be able to be performed without a direct internet connection.

### **IV. Proposal Preparation and Submission Requirements**

#### **A. General Requirements:**

13. RFP Response: In order to be considered for selection, Vendors must submit a complete response to this RFP. One (1) original and one (1) copy of each proposal must be submitted to the City of Port Alberni. No other distribution of the proposal shall be made by the Vendor.
14. Proposal Preparation: Proposals shall be signed by an authorized representative of the Vendor. All information requested should be submitted. Failure to submit all information requested may result in the City of Port Alberni requiring prompt submission of missing information and/or the Evaluation Team giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City of Port Alberni. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
15. Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Vendors are encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project.
16. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. **Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP.** If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Vendor desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
17. Each hard copy of the proposal should be bound or contained in a single volume, two sided where practical. All documentation submitted with the proposal should be contained in that single volume.
18. Ownership of all data, materials and documentation originated and prepared for the City of Port Alberni pursuant to the RFP shall belong exclusively to the City of Port Alberni and be subject to public inspection in accordance with the Canadian Freedom of Information and Protection of Privacy Act. Trade secrets or proprietary information submitted by a Vendor shall not be subject to public disclosure under the Canadian

Freedom of Information and Protection of Privacy Act; however, the Vendor must put in writing, either before or at the time the data or other material is submitted that proprietary information is contained in the proposal. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining. **Vendors are strongly encouraged to make notation of proprietary contents at the beginning of the proposal package. This notation should reference the page number where the proprietary contents can be found.** Indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

**19. Assessment Agenda: Phase 1:** All Vendors who submit a serious proposal in response to this RFP will be allowed 5 business days (1 week) to assess and analyze the performance requirements for the SAN. During this assessment period, the Information Services Department will run Vendor supplied software and/or tests to determine our performance needs. The Manager of Information Services will create a schedule for Vendor participation from the proposals and inform Vendors of their window by August 12, 2011. **Phase 2: After all Vendors have had 1 week to analyze and assess the current system, Vendors will have 2 weeks to submit a proposal for a SAN based upon their findings in Phase 1.**

## **B. Specific Proposal Requirements**

Proposals shall be as thorough and detailed as possible so that the City of Port Alberni may properly evaluate Vendor capability to provide the required product. Vendors are also required to comply with the following:

1. Return the **entire RFP package** including agenda, if any, signed and filled out as required.
2. Describe, **in detail**, additional features of the SAN not referenced in section III. Scope of Work and Requirements.
3. A) Provide a minimum of five (5) references of comparable municipalities and/or corporations that have been using the product for longer than six (6) months. Include company name, address, telephone, fax number, and email address.
3. B) Notify references and inform them that the City of Port Alberni may check references.
4. Provide a brief financial history that will support the Vendor's financial stability.
5. Provide future plans for supporting and enhancing the proposed product.
6. **Questions concerning this RFP** may be submitted to:

Via mail:

*City of Port Alberni  
4850 Argyle Street  
Port Alberni, BC V9Y 1V8  
Attn: Jeff Pelech – Manager of Information Services*

Via fax: (250) 723-1003, Attn: Jeff Pelech – Manager of Information Services

Via email: [jeff\\_pelech@portalberni.ca](mailto:jeff_pelech@portalberni.ca)

All questions must be received by the City of Port Alberni no later than 1600 hrs PST July 29, 2011. If necessary, written answers to these questions will be sent to all Vendors who were sent this RFP. At the option of the City of Port Alberni, responses may be sent by email to the address furnished by each Vendor.

7. **This RFP is issued by the City of Port Alberni**, who is the sole point of contact with regard to all procurement and contract matters relating to the services described herein. The City of Port Alberni Finance and Administration departments are the only offices authorized to clarify, modify, amend, alter or withdraw these specifications, terms, and conditions or any contract awarded as a result of the RFP. All communication concerning this document must be addressed to:

*City of Port Alberni  
4850 Argyle Street  
Port Alberni, BC V9Y 1V8  
Attn: Jeff Pelech – Manager of Information Services*

8. If a special envelope is not furnished, or if return in a special envelope is not possible, the signed proposal should be returned in a separate envelope or package, **sealed and identified with the RFP number and title** as it appears on the first page of this RFP. If a proposal is not mailed in the special envelope (if provided), the Vendor takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. The proposal may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids or proposals should be placed in the envelope.

9. Responses must be received by the City of Port Alberni **no later than 1600 hrs on August 5, 2011**. Responses should be mailed or delivered in a package identified on the outside by the Vendor's full name and address. Responses must be sent to:

Via mail:

*City of Port Alberni  
4850 Argyle Street  
Port Alberni, BC V9Y 1V8  
Attn: Jeff Pelech – Manager of Information Services*

Via hand delivery:

*City of Port Alberni  
4850 Argyle Street  
Port Alberni, BC V9Y 1V8  
Attn: Jeff Pelech – Manager of Information Services*

## V. Evaluation and Award Criteria

### A. Method of Evaluation

The RFP evaluation criteria will be distributed within the following rating categories. Proposals will be evaluated and scored based on quality to the requirements of this RFP. Selection of the preferred vendor will be based on the highest score. Only your total score will be shared with you at your request.

Evaluation Categories	Weighting
Pricing	40%
Technical features and performance	20%
Management Software functionality and ease of use	20%
Vendor's services and support	20%

### B. Award

Two or more Vendors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluation factors stated herein. Negotiations may be conducted with the Vendors so selected. After negotiations have been conducted with each Vendor so selected, the City of Port Alberni may select the Vendor which, in its opinion, has made the best proposal, and award the Contract to that Vendor. The City of Port Alberni may cancel this RFP or reject proposals at any time prior to the award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. The City of Port Alberni reserves the right to reject any or all proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City of Port Alberni to be in its best interest to do so. Should it be determined in writing that only one Vendor is fully qualified, or that one Vendor is more fully qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor. The City of Port Alberni may, in its sole discretion, enter into contracts with more than one firm.

## VI. Reporting and Delivery Requirements

In the event the proposed software package must undergo modifications, Contractor shall provide weekly progress reports to the Contract Administrator or designee.

## VII. General Terms and Conditions

- A. Applicable Law and Courts:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Province of British Columbia, and any litigation with respect thereto shall be brought in the courts of the Province of British Columbia. The Contractor shall comply with applicable federal, provincial and local laws and regulations.
- B. Antitrust:** By entering into a contract, the Contractor conveys, sells, assigns and transfers to the City of Port Alberni all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of Canada and the province of British Columbia, relating to the particular goods or services purchased or acquired by the City of Port Alberni under said contract.
- C. Modifications and Changes:** The City of Port Alberni may, upon mutual agreement with the Contractor, issue written modifications to the contract requirements or specifications of the resulting contract within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$10,000 or 25%, whichever is greater, without the advance written approval of the Director of Finance or the person designated. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the City of Port Alberni:

1. The written modification shall stipulate the mutually agreed price for the specific addition to or deletion from the contract requirements or specifications, which shall be added to or deducted from the contract amount.
2. The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as the City of Port Alberni may direct, a correct account of the cost of the change together with all vouchers. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the City of Port Alberni and the Contractor.

**D. Contractual Records:** All contractual books, records and other documents related to matters under this contract shall be made available by the Contractor to the City of Port Alberni and the province of British Columbia and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

**E. Payment Terms:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

**F. Taxes:** The City of Port Alberni collects federal, provincial and local taxes. The City of Port Alberni shall have no responsibility whatsoever for the payment of any federal, provincial or local taxes which become payable by Contractor, its subcontractors, or their agents, officers or employees by reason of this contract.

**G. Prompt Payment:**

1. Definition: As used in this article, unless the context clearly shows otherwise, the term or phrase: "Payment date" means either (a) the date on which payment is due under the terms of the contract for provision of goods or services; or (b) if such date has not been established by contract, thirty days after receipt of a proper invoice by the City of Port Alberni... for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later.
2. Prompt payment of bills: Every provincial agency that acquires goods or services, or conducts any other type of contractual business with nongovernmental, privately owned enterprises shall promptly pay for the completely delivered goods or services by the required payment date.
3. Separate payment dates: Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial deliveries or executions to the extent that such contract provides for separate payment for such partial delivery or execution.
4. Defect or impropriety in the invoice or goods and/or services received: In instances where there is a defect or impropriety in an invoice or in the goods or services received, the City of Port Alberni shall notify the supplier of the defect or impropriety, if such defect or impropriety would prevent payment by the payment date, within thirty days after receipt of such invoice for such goods or services.
5. Date of postmark deemed to be date payment is made: In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this chapter.

**H. Invoices:** Invoices for services ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the Contract or Purchase Order. All invoices shall state the Contract Number or Purchase Order Number. Failure to provide the above shall result in the invoice being returned to the Contractor, and the City of Port Alberni will not be liable for any resulting delays in payment as a result thereof.

**I. Payment of Subcontractors:** The Contractor is hereby obligated to pay subcontractors within seven days of the Contractor's receipt of payment from the City of Port Alberni for work performed by the subcontractor under that contract or to notify the agency and subcontractor in writing of his intention to withhold payment and his reason for withholding. The Contractor must pay interest at the rate of one percent per month (unless another rate is

provided in the contract) on amounts owed by the Contractor except for amounts withheld, which remain unpaid after seven days of the receipt of payment from the City of Port Alberni. The Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Port Alberni and a contract modification may not be made for the purpose of providing reimbursement for such interest charge. Further, Contractor shall require of all subcontractors such identifying information as Social Insurance Numbers; respecting subcontractors' status as an individual contractor, or, proprietorship, partnership or corporation. These payment provisions apply to subcontractors on any tier.

**J. Inspection:** The City of Port Alberni, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made by the City of Port Alberni on the premises of the Contractor or subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the City of Port Alberni representatives in the performance of their duties. All inspections and evaluation shall be performed in such a manner as will not unduly delay the work.

**K. Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Port Alberni.

**L. Subcontracts:** No portion of the work shall be subcontracted to any firm other than those reflected in the Vendor's proposal without prior consent of the City of Port Alberni. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the City of Port Alberni the names, qualifications and experience of their proposed subcontracts. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

**M. Subcontracting:** If this Contract provides for subcontracting, the following provisions apply:

1. The Contractor shall, as soon as practicable after award, notify the City of Port Alberni in writing of the names of subcontractors proposed for any work. The Contractor shall not employ any subcontractor that is not responsible or otherwise suitable. The City of Port Alberni shall not direct the Contractor to contract with any particular subcontractor, however, the City of Port Alberni reserves the continuing right to disapprove the use of any subcontractor deemed by the City of Port Alberni unsuitable.
2. The Contractor agrees that it is as fully responsible to the City of Port Alberni for the acts and omissions of its subcontractors and of persons whether directly or indirectly employed by the subcontractors, as he or she is for acts and omissions of persons directly employed by the Contractor.
3. The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

**N. Termination by Mutual Agreement:** With the mutual agreement of the parties, a contract or any part thereof resulting from this solicitation may be terminated on an agreed date prior to the end of the Contract period without penalty to either party.

**O. Termination for Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Port Alberni, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

**P. Termination for the Convenience of the City of Port Alberni:** A purchase order or contract may be terminated for the convenience of the City of Port Alberni by delivering to the Contractor a notice of termination specifying the extent to which performance under the purchase order or contract is terminated, and the date of

termination. After receipt of a notice of termination, the Contractor must stop work or deliveries under the purchase order or contract on the date and to the extent specified.

**Q. Excusable Delays:** The Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work here-under which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure in performance of the agreement is caused by the failure of a subcontractor to perform or otherwise results from an act of the subcontractor, or if such failure arises out of causes beyond the control of both the Contractor and subcontractor, and without fault or negligence of either of them, the Contractor shall not be deemed to be in default unless (a) the supplies or services to be furnished by the subcontractor were obtainable from other sources, (b) the City of Port Alberni ordered the Contractor in writing to procure such supplies or services from such other sources, and (c) the Contractor failed to comply reasonably with such order. Upon request of the Contractor, the City of Port Alberni's Contracting Officer shall ascertain the facts and extent of such failure and, if it is determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the City of Port Alberni under the clause hereof entitled "Termination for Default". (As used in this clause, the term "subcontractor(s)" means subcontractor(s) of any tier.)

**R. Ethics in Public Contracting:** By signing this Request for Proposals, all Vendors certify to the City of Port Alberni that their offers are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, to or from any such public employee unless consideration of substantially equal or greater value was exchanged and such consideration was not related to and was not intended to influence any decision regarding this RFP.

**S. Anti-Discrimination:** By signing this Request for Proposals, all Vendors certify to the City of Port Alberni that they agree as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or handicap, except where religion, sex, national origin or handicap is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

**T. Warrant of Vendor/Contractor:**

1. Contractor covenants and warrants as follows:
  - a. It is lawfully organized and constituted under all federal, provincial and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.

- b. It is possessed of the legal authority and capacity to enter into and perform this contract.
- c. It has been duly authorized to operate and do business in all places where it will be required to conduct business under any resulting contract; that it has obtained, at no cost to the City of Port Alberni, all necessary licenses and permits required in connection with the contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the performance of the contract.
- d. It has no present interest and shall not acquire any interest, which would conflict in any manner with Contractor's duties and obligations under the contract.

**U. Personnel Security Clearances:** Any vendor working directly on a contract that provides goods or services to the City of Port Alberni may be subject to a criminal background search to be conducted by the chief security officer of the City of Port Alberni.

### VIII. Special Terms and Conditions

- A. Additional Information:** The City of Port Alberni reserves the right to ask any Vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the City of Port Alberni deems desirable.
- B. Advertising:** The Contractor agrees not to use either directly or implicitly, the City of Port Alberni or its logo, or make any other reference to the City of Port Alberni in any advertisement, brochure or other materials as a means to induce business or otherwise, without the City of Port Alberni's prior written consent.
- C. Confidentiality (City of Port Alberni):** The City of Port Alberni agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information and Protection of Privacy Act or similar law. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the City of Port Alberni.
- D. Confidentiality (Contractor):** The Contractor assures the information and data obtained as to personal facts and circumstances related to customers will be collected and held confidential, during and following the term of the resulting Contract, and will not be divulged without the City of Port Alberni's written consent.
- E. Contact:** Vendor shall provide telephone number, facsimile number and e-mail address of person, within your firm, who may be contacted regarding this proposal.

Name of Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**F. Definition - Software:** As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

**G. Delivery:** Vendor shall indicate a firm delivery date in number of calendar days after receipt of award:

\_\_\_\_\_.

**H. Latest Software Version:** Any software product(s) provided under the Contract shall be the latest version available to the general public as of the due date of this solicitation.

**I. Software Upgrades:** The City of Port Alberni shall be entitled to any and all upgraded versions of the software covered in the Contract that becomes available for the Contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the City of Port Alberni's current version and the price the Contractor sells or licenses the upgraded software under similar circumstances.

**J. Limitation of Use:** The City of Port Alberni's right to use computer software developed entirely at private expense may be limited by the Contractor as stipulated in this Contract. Notwithstanding any provision to the contrary however, the City of Port Alberni shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another City of Port Alberni site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the City of Port Alberni's risk; and the right to reproduce and all documentation provided such reproduction is for the sole use of the City of Port Alberni. These rights are perpetual and irrevocable.

**K. Mandatory Use of RFP Form and Terms and Conditions:** Failure to submit the proposal on this official form may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to the General Terms and Conditions and Special Terms and Conditions may be cause for rejection of the proposal; however, the City of Port Alberni reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

1. *Responsibility of Proponent:* Proponents shall be responsible for informing themselves as to the contents and requirements of this RFP. Each proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of this RFP and to prepare and submit their proposal. Proponents must ensure that they have received all addenda and the complete Request for Proposal.

2. The City will not be responsible for any loss, damage or expense incurred by a proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of the RFP on the part of any proponent.

**L. Ownership of Intellectual Property:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Contract shall become the sole property of the City of Port Alberni. On request, the Contractor shall promptly provide an acknowledgement of assignment in a tangible form satisfactory to the City of Port Alberni in evidence of the City of Port Alberni's sole ownership of specifically identified intellectual property created or developed in the performance of the Contract.

**M. Term of Software License:** Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However, the City of Port Alberni reserves the right to terminate the license at any time, although the mere expiration or termination of this Contract shall not be construed as intent to terminate the license. All acquired license(s) shall be for use at any computing facility, on any equipment, by any number of users, and for any purposes for which it is procured. The City of Port Alberni further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

**N. Third Party Acquisition of Software:** The Contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the Contract’s terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain, for the City of Port Alberni’s benefit and deliver thereto, the assignee’s agreement to fully honor the terms of the Contract.

**O. Title to Software:** By submitting a proposal, the Vendor represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the Contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

**P. Warranty against Shutdown Devices:** The Contractor warrants that the equipment and software provided under the Contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations, erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of equipment and software.

**IX. Pricing Schedule:**

Proposals must be firm for at least 90 days after the closing date. Prices will be firm for the entire contract period. Prices quoted are to be:

1. In Canadian dollars
2. Inclusive of all travel, lodging and other Contractor delivery costs
3. Exclusive of Goods and Services Tax and Provincial Sales Tax

Provide a cost summary as displayed below.

<b>Total Cost Summary</b>	
<b>Costs</b>	<b>Total</b>
Hardware	
Software Licensing	
Third Party Software	
Documentation & Training	
Support/Maintenance	
Installation / Integration	
Other (specify)	
<b>Total:</b>	

**X. Prime Contractor Agreement**

A. The Proponent shall, for the purposes of the Workers Compensation Act, and for the duration of the Work of this Contract: be the “prime contractor” for the “Work site”; and do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the “Work site”.

B. The Proponent shall direct all Subcontractors, Sub-subcontractors, Other Contractors, employers, Workers and any other persons at the “Work site” on safety related matters, to the extent required to fulfill its “prime contractor” responsibilities pursuant to the Act, regardless of: whether or not any contractual relationship exists

between the Proponent and any of these entities; and whether or not such entities have been specifically identified in this Contract.

As per the requirements of the Workers Compensation Act Part 3, Division 3, Section 118(1-3) which states:  
Coordination at multiple-employer workplaces 118

1. In this section: "multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time; "prime contractor" means, in relation to a multiple-employer workplace,
  - ii. the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
  - iii. if there is no agreement referred to in paragraph (a), the owner of the workplace.
1. The prime contractor of a multiple-employer workplace must:
2. ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
3. do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulations in respect of the workplace.
4. Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

5. Employment:

In the hiring and employment of labour engaged on the project, no person shall be refused employment or otherwise discriminated against in regard to employment because of that person's race, colour, religion, political affiliation or national origin, nor because the person has made a complaint, or given information with respect to an alleged failure to comply with the provisions of this clause.

Under the provisions of the Collective Agreement (between the City and C.U.P.E. Local 118) contracted employees engaged by the City of Port Alberni are to "receive wages and conditions of employment at least equal to the terms" of the current C.U.P.E Collective Agreement. Contractors shall list all current wage rates in the "Contractor's Questionnaire" included in this tender package.

I fully understand and accept the responsibilities of the prime contractor designation in accordance with the Workers Compensation Act while contracted by the City of Port Alberni.

**Contractor Questionnaire**

We provide this information in order that the owner may judge our ability to fulfill the contract requirements:

Note: This form is to be completed by the General Contractor and all Sub-Trades

Registered Business Name:

No. of Years in

Present Business

Mailing Address:

City/Town:

Province:

Postal/Zip Code:

Telephone No.:

Fax Number:

Toll Free Number:

Contact Name:

Insurance Company:

Policy No.

Liability Coverage:

Worker's Compensation No.

G.S.T. No.

Bank Name & Address:

(Letter of good standing may be requested)

**LIST TRADES LICENCES**

**RELEVANT PERSONNEL & RATES OF PAY**

Name of Project Supervisor:

Years of Experience:

Trades Certificates/Licences:

The average number of employees we will maintain on this project:

Signature:

Printed Name:

Title:

Date:

**XI. Method of Payment:**

Invoices for goods and services provided shall be submitted to the address and contact listed below. All invoices shall indicate Contract number, date of service(s) provided and a brief description of service provided. Failure to provide the above information will result in the invoice being returned to the Contractor. The City of Port Alberni will not be liable for any resulting delays in payment.

City of Port Alberni  
**Attention: Accounts Payable**  
4850 Argyle Street  
Port Alberni, BC V9Y 1V8

**XII. Estimated Time Frames**

The following table outlines the anticipated schedule for the Request for Proposal and contract process. The City of Port Alberni may vary the timing or the sequence of events.

<b>Event</b>	<b>Anticipated Date</b>
Request for Proposal is issued	<b>July 18, 2011</b>
Deadline for enquiries	<b>July 29, 2011</b>
Request for Proposal closes	<b>August 5, 2011</b>
Phase 1 Agenda deadline	<b>August 12, 2011</b>
Award and implementation	<b>Date dependent on Phase 1 interest and agenda</b>