



City of Coquitlam  
**REQUEST FOR PROPOSALS**  
**RFP No. 15-07-02**

**Internet Services**

Proposals will be received on or before 2:00 pm (local time)

**Tuesday, September 1, 2015**

(Closing date and time)

**Obtaining RFP Documents**

RFP Documents and Drawings are available for downloading from the City of Coquitlam's website:

[www.coquitlam.ca/BidOpportunities](http://www.coquitlam.ca/BidOpportunities)

Printing of RFP documents and drawings is the sole responsibility of the Proponents.

**Addenda**

Proponents are required to check the City's website for any updated information and addenda before the closing date at the City website: [www.coquitlam.ca/BidOpportunities](http://www.coquitlam.ca/BidOpportunities)

**Proposals Submissions**

The City reserves the right to accept or reject any or all Proposals or accept a Proposal deemed to be in the best interest of the City and will not be responsible for any costs incurred by Proponents in preparing a response.

D. Trudeau, Purchasing Manager

Issue Date: August 11, 2015

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**PROPOSAL SUBMISSION FORM**

**Appendix A - Optical Fibre Lease Agreement**

## **DEFINITIONS**

**“Contract”** means the contract for services or City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

**“City”** means City of Coquitlam and adjacent or nearby jurisdictions, and the Coquitlam Public Library as applicable in context throughout.

**“Proponent”** means responder to this Request for Proposals.

**“Proposal”** means the submission by the Proponent.

**“QNET” “Coquitlam Optical Network Corporation”** means a municipal corporation providing access to broadband services in the City of Coquitlam.

**“RFP” “Request for Proposals”** shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

**“Supply” “Provide”** shall mean supply and pay for and provide and pay for.

**“Shall” “Must” “Will” “Mandatory”** means a requirement that must be met.

**“Work” “Works”** shall unless the context otherwise requires, mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

## 1. INSTRUCTIONS TO PROPONENTS

### 1.1. Request for Proposals

The City of Coquitlam requests Proposals from professional, qualified, experienced companies for the provision of one or more 1 Gbps internet connections (the '**Services**').

### 1.2. Introduction

An active and vibrant community, Coquitlam is attracting new residents and businesses that appreciate its quality of life, central location in Metro Vancouver and countless opportunities for recreational, cultural and outdoor pursuits. We're the fifth-largest city in BC – home to over 141,000 people who rank among the highest in the province in terms of overall health and education levels.

Over its 40 years of existence, the Coquitlam Public Library has built a strong reputation for delivering high quality service, enhancing access to information, and remaining committed to our diverse community. We strive to enable creativity, discovery and knowledge by always planning for growth, innovation and improvement. To that end in addition to the library's 60+ staff workstations and servers we provide 50+ internet accessible public workstation, receiving approximately 580GB per month and transmitting approximately 100 GB of internet traffic per month. The Library also provides free public wifi at each of our two branches. The public wi-fi serves an average of 150 patrons per day, receiving approximately 540GB and transmitting 40GB of internet traffic per month.

The City operates a high speed network over single mode and multi-mode fibre-optics and category 5E/6 unshielded twisted pair copper cables. The fibre connects the City's 18 buildings and 2 data centres together, and between data centres, operates at 10 Gbps full duplex speeds (Ethernet) and 1 Gbps to edge switches. Devices generally connect at 100 Mbps full duplex speeds (Ethernet) and currently supports 700 client computers and 800 VoIP phones.

All City computers have access to the Internet which is considered a primary desktop business application for City staff. In addition, the City hosts several websites and an increasing number of online services. The City receives approximately 4.5 TB per month and transmits approximately 1.5 TB of Internet traffic per month.

***Refer to Section 3 that describes the full Scope of Services.***

### 1.3. Internet Services

City will provide: colocation services, and, if required by the successful Proponent, *dark* fibre interconnection to one or both of the following locations:

- QNet PSLC data centre (located in Poirier Sports & Leisure Complex, 633 Poirier Street)
- City Hall data centre (located at 2<sup>nd</sup> Floor ICT, 3000 Guildford Way)

Colocation services shall include cross-connects, security, cooling, power, and rack space.

At the request of the successful Proponent, two dark fibre strands will be provided from anywhere on the City's existing fibre optic cable network where there is an existing access point. Information about the conduit network containing the fibre optic cables available for such interconnection is available on Q the Map at the following URL:

<http://gis.coquitlam.ca/apps/qthemap/>

Choose Map Contents and select Communications Utility to view the City's conduits and vaults (you may need to zoom in to see this layer).

There will be no recurring cost charged to the successful Proponent for the 2 fibres. Costs to construct in the street to interconnect to the vault containing the available fibre shall be borne by the successful Proponent. The 2 fibres shall be delivered to a fibre distribution frame within the data centre.

The successful Proponent will be required to execute an Optical Fibre Lease Agreement to occupy space in the data centre(s) and/or utilize dark fibre on the City's cable network. The agreement has been attached for review by the Proponents as Appendix A.

Please note: the City offers the users and customers of the dark fibre cable network a service level agreement to repair and/or reroute a broken or damaged link. This service level is 'best efforts', with a target of 4h MTTR 24 x 7 x 365.

Proponent to provide: 1 Gbps internet service, Service Level Agreement terms, routing to transit exchange point, maximum monthly data usage (if applicable), costs and pricing for one 3 year term, value-add options.

- 1 Gbps full duplex internet service at either or both of the data centre locations listed in Section 1.3. The Coquitlam Public Library shall also take delivery of its internet services in either or both of these datacentres. The Proponent may submit proposals for one or both data centre locations. The Service provider must have the ability to support Border Gateway Protocol (BGP) propagation including the following;
  - Inbound Dynamic Routing - BGP with full internet routes with option of default gateway
  - Outbound Dynamic Routing - BGP communities to allow customer only, preferred, backup, and prefix prepending
- A copy of the Proponent's standard Service Level Agreement, and any additional contract terms related to the provision, availability (up-time), remediation, cancelation, or renewal of the Service.
- A description, or map, of the Proponent's cable route from the data centre or interconnection point to their transit exchange.

Please note: the City may select more than one internet service provider and/or more than one Gigabit service in order to achieve higher resiliency in the upstream network connection. The bidder must therefore describe or document the route their internet service takes to their transit exchange, and fully describe their network fail-over details in the case where multiple transit routes are available.

- The maximum data usage per month, if applicable.
- Any and all non-recurring costs shall be described in detail. Monthly recurring charges should also be detailed for provision of the Service on a three (3) year term.
- Include all value-add options related to the requested Service. This may include, but is not limited to; discounts for additional circuits, increased service levels, increased data amounts, etc. In particular, the City would like prospective providers to state if they can deliver the requested services at 555 West Hastings and if so, at what price.

#### 1.4. Closing Date & Time

Proposals will be received by the City of Coquitlam on or before 2:00 pm local time:

**Tuesday, September 1, 2015**

1.5. Instructions for Proposal Submission

Proposal submissions are to be uploaded electronically through Qfile, the City's file transfer service accessed at website:

[qfile.coquitlam.ca/bid](http://qfile.coquitlam.ca/bid)

1. in the "Subject" field enter: RFP Number and Name
2. Add files in .pdf format and 'Send'  
(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete.)

Proposals submitted shall be deemed to be successfully received when displayed as new email in the in-box of the City email address.

The City will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and the City will not be liable for any damages associated with Proposals not received.

The City reserves the right to accept Proposals received after the closing date and time but is under no obligation to evaluate.

Proposals will not be opened in public.

Proposals may be withdrawn upon request by an authorized representative of the company sent to email: [bid@coquitlam.ca](mailto:bid@coquitlam.ca) prior to time set as closing time for receiving Proposals.

1.6. Inquiries

All inquiries are to be directed in writing by email quoting the RFP name and number to: [bid@coquitlam.ca](mailto:bid@coquitlam.ca)

**Questions are to be submitted in writing within 3 business days prior to the closing date.**

The City shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all Proponents by issue of Addenda posted on the City's website that will be incorporated into and become part of the RFP.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.



1.7. Addenda

Proponents are required to check the City's website for any updated information and Addenda issued before the Closing Date at the following website address:

[www.coquitlam.ca/BidOpportunities](http://www.coquitlam.ca/BidOpportunities)

If a change, or additional information related to the original version of the Request for Proposals is warranted, the City's response will be communicated to all Proponents by means of written Addenda prior to the closing date and posted on the City's website.

Upon submitting a Proposal, Proponents are deemed to have received all Addenda posted on the City website and deemed to have considered the information for inclusion in the Proposal submitted.

Should there be any discrepancy in the documentation provided, the City's original file copy shall prevail.

1.8. General Information

Wherever possible, the Cities wish to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

The Cities reserves the right to cancel any order or contract if not fulfilled within a reasonable time and in accordance with the terms and conditions specified at their sole discretion. Time shall be of the essence.

The City will not assume any responsibility or liability for any costs incurred by the Proponent in the preparation of a Proposal.

1.9. Privacy

Proponents are advised that submissions are subject to the Freedom of Information and Protection of Privacy Act and contents may be disclosed if required to do so pursuant to the Act.

1.10. Prices

**All Prices shall be all-inclusive stated in (Canadian Funds) and shall remain FIRM for the initial three (3) year term.**

1.11. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

1. Corporate Experience and Resources – 30%
  - a. Qualifications, industry certifications, experience, and demonstrated performance providing services of similar size, scope and complexity;
  - b. Equipment and resources;
2. Technical – 30%
  - a. Cable routing
  - b. Quality and resiliency
3. Customer Service, Service Level Agreement – 10%
4. Financial – 30%
  - a. Sustainable Benefits
  - b. Value Added Services and Benefits
  - c. Price

**And, upon selection of one or more lead proponent(s):**

- Interviews may be conducted
- references may be contacted
- Verify insurance, Health & Safety Program, WorkSafeBC, and Business License requirements and Environmental Management Plan.

1.12. Selection Process

The Evaluation Committee will review the proposals and may consider other criteria that it deems to be relevant. The Evaluation team may also, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal.

When the City selects Preferred Proponent(s), it will invite them to an interview to confirm the expectations of the City and gain understanding of how those expectations will be met and clarify any outstanding issues.

**The City will create a shortlist of pre-qualified Suppliers that may be utilized to provide Internet Services.**

Proponents agree that by submission of their proposal, they agree the City may disclose the name of their company. However, no totals, weights, prices or scores will be provided to any Proponent.

1.13. Negotiation

The City reserves the right, prior to contract award, to negotiate changes to the scope of the services or to the contract documents (including pricing to meet budget) with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the contract documents; and the City may enter into a changed or different contract with the proponent(s) proposing the “best value”, without liability to proponents who are not awarded the contract.

1.14. Irrevocability and Acceptance of Proposals

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time.

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept Proposals deemed most favourable in the interest of the City.

The lowest Proposal may not necessarily be accepted, rather will be analyzed to determine best overall value to the City.

No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the City.

Should a Proposal be accepted, a purchase order will be placed for the provision of these services. Contract documents may be utilized to document the agreement fully and completely.

1.15. No Claim

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, relating to this RFP, including accepting a non-compliant bid, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

1.16. No Contract

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City with respect to the RFP documentation or by submission or consideration by the City of any Proposal.

1.17. Conflict of Interest

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

1.18. Non-Solicitation

Proponents and their agents will not contact any member of the City Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP, and the City may reject the Proposal of any Proponent that makes any such contact.

1.19. Liability for Errors

While the City has used considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the work in this RFP.

## 2. GENERAL CONDITIONS OF CONTRACT

### 2.1. Notification of Award

The City will notify the successful Proponent(s) (referred to as “Supplier”) in writing of its decision to award the services.

The following general conditions will apply to this Contract. Proponents are to include with their proposal submission a full description of any deviations if they are unable to comply with any of these general conditions.

### 2.2. Term of Contract

The initial term of contract shall be for a three (3) year term or until the City issues a new RFP.

The contract may be extended for additional terms subject to mutual agreement of price and service.

The City also reserves the right to issue a new RFP for any project that is large in scope and value or has a specific need as determined by the City or to add or remove Suppliers at any time.

### 2.3. Health and Safety Requirements

The Supplier shall strictly comply with the current Industrial Health and Safety regulations of WorkSafeBC and the safety policies/procedures of the City. Other applicable federal, provincial and local regulations and policies concerning the health and safety of workers and general public shall also be followed

### 2.4. Indemnity

The Supplier shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him and/or the City, by reason of any act or omission of the Supplier, its agents, Sub-Contractors or employees in the provision of the services.

### 2.5. Insurance Requirements

The Supplier shall submit, upon award, a Certificate of Insurance verifying that the required insurance policies are in force and that:

- a) **The City of Coquitlam** shall be named as “additional insured”;
- b) The policy shall not be cancelled, lapsed, transferred, assigned or materially altered without at least thirty (30) days written notice to the Cities and the City’s written approval of the cancellation, transfer, assignment or alteration.
- c) Such certificate is to be provided as [Certificate of Insurance - Contractor Form](#)

The Supplier shall carry Commercial General Liability Insurance satisfactory to the City in the amount of **FIVE MILLION DOLLARS (\$5,000,000.)** inclusive per occurrence.

Automobile Liability insurance, in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.) is required on all licensed vehicles owned or used by the Supplier.

Supplier’s Equipment Insurance is required for all equipment owned or rented by the Supplier and employees that provides coverage against all risks of loss or damage.

The Supplier shall ensure that all Sub-Contractors carry insurance in the form and limits specified in this clause.

2.6. Independent Contractor

The Supplier is an independent Contractor and this contract does not render the Supplier an agent or employee of the City.

2.7. Business Licence

The Supplier shall maintain a valid City Business License. For information, contact the City’s License Department (Tel: 604-927-3085) or apply on-line at website: [Business Licenses](#)

2.8. WorkSafeBC Coverage

The Supplier shall be in good standing with WorkSafeBC and provide a WorkSafeBC Registration Number.

2.9. Equipment, Materials and Workmanship

The Supplier shall ensure that they are qualified and experienced and have the necessary resources for the successful installation and maintenance of the services.

All equipment, materials and labour utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:

- a) WorkSafeBC
- b) Canadian Standards Association (CSA)
- c) National Electrical Code
- d) BC Building Code
- e) BC Provincial Motor Vehicle Act
- f) BC Ministry of Transportation and Infrastructure (standards for traffic control and work zone setup on roadways)
- g) Workplace Hazardous Material Information System (WHMIS)

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Suppliers ability to provide the services agreed to.

2.10. Inspection of Services

- a) All services provided shall be subject to inspection and shall meet the approval of the City or a designated representative. If they are not approved, the City shall have the right to reject them or to require correction.
- b) Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the Supplier from responsibility for services provided not in accordance with the contract.
- c) The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.
- d) The City or a designated representative shall be the final judge of all services and its decisions of all questions in dispute will be final.
- e) The Supplier will not be liable for any excess costs if failure to perform is due to strike, lockout, or circumstances beyond control.

2.11. Damage and Defects

The Supplier shall use due care so that no persons are injured, or no property damaged or lost in providing the services. The Supplier 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 Supplier or its employees.

The Supplier shall rectify any loss or damage for which, in the opinion of the City, the Supplier is responsible, at no charge to the City and to the satisfaction of the City.

Alternatively, the City may repair the loss or damage and the Supplier shall pay to the City the costs of repairing the loss or damage upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Supplier.

2.12. Default

The City reserves the right, at its sole discretion, to immediately terminate the contract, in whole or in part, and utilize the services of any other Supplier, if the successful Supplier:

- a) Fails to make delivery of the services;
- b) Fails to perform any provision of the contract within the time specified, or within a reasonable amount of time if no time is specified, as determined by the City;
- c) Fails to meet the City's standard of expected and agreed level of service and performance;
- d) Be adjudged bankrupt or makes general assignment for the benefit of creditors.

2.13. Confidentiality

Notwithstanding the provisions of the *Freedom of Information and Protection on Privacy Act*, confidential information of the City of Coquitlam or other named agencies herein, or its possessions which the Supplier now has or obtained through the course of their relationship with the City, must be held in confidence and shall not knowingly be divulged to anyone without the City's express written consent, except as follows:



- a) information which, at time of disclosure, had already been made public;
- b) information which, after disclosure, becomes public knowledge other than through the Proponents;
- c) information which the Proponents can clearly show was in their possession at the time of the disclosure and was not acquired, directly or indirectly, from any agency named herein; and
- d) information which corresponds to that furnished or made known to the Supplier by third parties as a matter of right.

The Supplier agrees to use its best efforts to prevent disclosure of such information by its employees.

Any obligations with respect to confidentiality of the City's business shall survive the award of the Services and after the Contract term.

#### 2.14. Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim or controversy arising out of this contract using the following dispute resolution procedures:

- a) Negotiation – the parties will make reasonable efforts to resolve any dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- b) Mediation – If all or any of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may refer the matter to mediation. Within 10 days of delivery of notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the BC International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Coquitlam, British Columbia. Each party will bear its own costs of participating in the mediation.
- c) Litigation – If within 90 days of the request of the mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice, commence litigation. The location of litigation shall be in Metro Vancouver BC area.

2.15. Advertisement

The Supplier shall not advertise its relationship with the City without prior written consent from the City.

2.16. Subletting

The Supplier will not, without the written consent of the City of Coquitlam, assign, and sublet or transfer any subsequent contract or any part thereof.

2.17. Law

The RFP and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia

2.18. Non-exclusivity

The acceptance of any proposal, and upon award, does not entitle any Supplier to exclusive rights for the provision of the services.

2.19. Payments – Invoicing and Payment

- a) All invoices shall be submitted in a single .pdf file sent by email to:  
[apinvoices@coquitlam.ca](mailto:apinvoices@coquitlam.ca)
- b) Invoices must include the City's Purchase Order number, circuit number(s), City contact's name.
- c) The Supplier shall be paid net 30 days or best effort from receipt of invoice and acceptance of the goods and/or services, whichever is the later, unless alternate payment terms have been agreed to between the Supplier and the City.
- d) Taxes shall be shown separately.

### 3. SCOPE OF SERVICES

#### 3.1. General

The City of Coquitlam requires one or more **1 Gbps internet services**, (the ‘**Services**’) at one or both data centres.

**The City makes no guarantee of the volume of services to be procured, if any.**

#### 3.2. Internet Services

City will provide: colocation services, and, if required by the successful Proponent, *dark fibre* interconnection to one or both of the following locations:

- QNet PSLC data centre (located in Poirier Sports & Leisure Complex, 633 Poirier Street)
- City Hall data centre (located at 2<sup>nd</sup> Floor ICT, 3000 Guildford Way)

Colocation services shall include cross-connects, security, cooling, power, and rack space.

At the request of the successful Proponent, two dark fibre strands will be provided from anywhere on the City’s existing fibre optic cable network where there is an existing access point. Information about the conduit network containing the fibre optic cables available for such interconnection is available on Q the Map at the following URL:

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The successful Proponent will be required to execute an Optical Fibre Lease Agreement to occupy space in the data centre(s) and/or utilize dark fibre on the City’s cable network. The agreement has been attached for review by the Proponents as Appendix A.

Please note: the City offers the users and customers of the dark fibre cable network a service level agreement to repair and/or reroute a broken or damaged link. This service level is ‘best efforts’, with a target of 4h MTTR 24 x 7 x 365.

Proponent to provide: 1 Gbps internet service, Service Level Agreement terms, routing to transit exchange point, maximum monthly data usage (if applicable), costs and pricing for one 3 year term, value-add options.

- 1 Gbps full duplex internet service at either or both of the data centre locations listed in Section 1.3. The Coquitlam Public Library shall also take delivery of its internet services in either or both of these datacentres. The Proponent may submit proposals for one or both data centre locations. The Service provider must have the ability to support Border Gateway Protocol (BGP) propagation including the following;
  - Inbound Dynamic Routing - BGP with full internet routes with option of default gateway
  - Outbound Dynamic Routing - BGP communities to allow customer only, preferred, backup, and prefix prepending
- A copy of the Proponent's standard Service Level Agreement, and any additional contract terms related to the provision, availability (up-time), remediation, cancelation, or renewal of the Service.
- A description, or map, of the Proponent's cable route from the data centre or interconnection point to their transit exchange.

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- The maximum data usage per month, if applicable.
- Any and all non-recurring costs shall be described in detail. Monthly recurring charges should also be detailed for provision of the Service on a three (3) year term.
- Include all value-add options related to the requested Service. This may include, but is not limited to; discounts for additional circuits, increased service levels, increased data amounts, etc. In particular, the City would like prospective providers to state if they can deliver the requested services at 555 West Hastings and if so, at what price.



**RFP No. 15-07-02**

**Internet Services**

**Appendix A - Optical Fibre Lease Agreement**

This agreement made \_\_\_\_\_.

BETWEEN:

**Coquitlam Optical Network Corporation**

3000 Guildford Way  
Coquitlam, British Columbia  
V3B 7N2

("QNet")

AND:

**ABC Corp**

999 Street  
ABC City, British Columbia  
XOX OXO

(the "Client")

<b><u>1</u></b>	<b><u>DEFINED TERMS</u></b>	<b><u>3</u></b>
<b><u>2</u></b>	<b><u>SCOPE</u></b>	<b><u>3</u></b>
<b><u>3</u></b>	<b><u>LIMITATIONS OF USE</u></b>	<b><u>4</u></b>
<b><u>4</u></b>	<b><u>PERMITS AND APPROVALS</u></b>	<b><u>4</u></b>
<b><u>5</u></b>	<b><u>PAYMENT</u></b>	<b><u>4</u></b>
<b><u>6</u></b>	<b><u>DELIVERY OF DARK FIBRE</u></b>	<b><u>5</u></b>
<b><u>7</u></b>	<b><u>CO-LOCATION OF EQUIPMENT</u></b>	<b><u>5</u></b>
<b><u>8</u></b>	<b><u>QUALITY ASSURANCE</u></b>	<b><u>6</u></b>
<b><u>9</u></b>	<b><u>INDEMNITY AND LIMITATION OF LIABILITY</u></b>	<b><u>6</u></b>
<b><u>10</u></b>	<b><u>TERM</u></b>	<b><u>7</u></b>
<b><u>11</u></b>	<b><u>TERMINATION</u></b>	<b><u>7</u></b>
<b><u>12</u></b>	<b><u>OBLIGATIONS ON TERMINATION</u></b>	<b><u>8</u></b>
<b><u>13</u></b>	<b><u>CONFIDENTIALITY</u></b>	<b><u>8</u></b>
<b><u>14</u></b>	<b><u>GENERAL</u></b>	<b><u>8</u></b>

## 1 Defined Terms

**“Additional One Time Costs”** are any installation costs that the Client has agreed to pay as indicated on the Service Order;

**“COLO”** means co-location facilities provided by QNet to its clients for the purpose of connecting client-owned and maintained equipment to the Dark Fibre;

**“Commencement Date”** is the start of the lease term as indicated on the Service Order;

**“Contract Expiry Date”** defines the end of the lease term as indicated on the Service Order;

**“Dark Fibre”** means fibre optic cable strands within the Network not lit for use;

**“Handover Date”** is the date the Services are provisioned for the Client as indicated on the Service Order;

**“Installation Fee”** is a non-refundable one-time fee charged by QNet to the Client as indicated on the Service Order;

**“Lease Agreement”** means this agreement;

**“Lease Term”** defines the term of the lease in years starting from the Commencement Date and ending with the Contract Expiry Date as indicated on the Service Order;

**“Lit Fibre”** means fibre optic cable strands within the Network lit for use by the Client;

**“Network”** means the Lit Fibre and Dark Fibre infrastructure owned and operated by QNet;

**“Operating Manual”** is a document provided by QNet that outlines the particulars of QNet’s current policies and procedures for the supply, installation and maintenance of the fibre optic cables and associated services and which is updated from time to time and posted on the QNet website;

**“Order Date”** defines the beginning of the Service Order;

**“Service Order”** means an agreement between the parties setting out the particulars for the supply and invoicing of Dark Fibre; and

**“Services”** means the provision of Dark Fibre and COLO by QNet to the Client as defined in this Lease Agreement.

## 2 Scope

- 2.1 QNet will provide the Services for the Client’s use pursuant to one or more Service Orders, all in accordance with the terms and conditions of this Lease Agreement.
- 2.2 The Client acknowledges that all right, title and interest in the Dark Fibre and COLO will remain with QNet and the Client’s sole right with respect thereto is to the use of the Dark Fibre and COLO for the duration and upon the terms and conditions set forth in this Lease Agreement and relevant Service Order.
- 2.3 The parties may enter into further Service Orders for the Client’s lease of additional Dark Fibre, which Service Orders will be covered by the terms and conditions of this Lease

Agreement and, on entering into such additional Service Orders, this Lease Agreement will be deemed to be amended to include the additional Service Order.

- 2.4 The Client will comply with the terms and conditions of this Lease Agreement, the Operating Manual and one or more Service Orders, as the case may be, and all applicable laws and regulations.

### **3 Limitations of Use**

- 3.1 The Client may use the Services within its normal business operations to supply telecommunications services to third parties, in accordance with the provisions of the Operating Manual and all applicable laws and regulations provided that such normal business operations do not include the sale, resale, exchange, lease or other transfer of rights in the Services.
- 3.2 Except as provided for in Section 14.2, the Client may not sublease any rights in the Services or make the Services available to third parties as Dark Fibre or COLO.

### **4 Permits and Approvals**

- 4.1 In such cases where the Client controls access to premises into which the Dark Fibre is to be installed, the Client will do or cause to be done, at its expense, all acts reasonably necessary for QNet to obtain such registrations, permits or approvals as required by QNet to access the Client's premises and building fixtures therein, to install, maintain, repair and relocate the Dark Fibre and appurtenances as required.
- 4.2 If any permits or approvals required by QNet to provide the Dark Fibre are amended or cancelled and such amendment or cancellation causes or may cause substantial financial loss to QNet or interruption of QNet's provision of the Dark Fibre, QNet may at its sole discretion, and without incurring any liability to the Client:
  - (i) supply the Client with Dark Fibre of similar quality to the Lit Fibre on other parts of the Network or on a third-party network; or
  - (ii) terminate the applicable Service Orders forthwith, provided that the amendment or cancellation of QNet's permit or approval was not caused by QNet.

### **5 Payment**

- 5.1 The Client will pay QNet for the use of the Services in accordance with the amounts set out in the Service Order.
- 5.2 Installation Fees are non-refundable and payments for Installation Fees are due on the Commencement Date indicated on the Service Order.
- 5.3 Payments for Additional One Time Costs as specified on the Service Order are due on the Commencement Date indicated on the Service Order.



- 5.4 Payments for the Services are due at the start of the provision of Services as defined by the Commencement Date on the Service Order
- 5.5 The inflation rate adjustment specified on the Service Order is applied annually and will be added to the monthly lease amount starting on January 1<sup>st</sup> of each year of the lease.
- 5.6 Inflation rate adjustments will not be charged in the case of Service Orders that are pre-paid for the full term of the Service Order.
- 5.7 The Client will pay QNet invoices within thirty (30) days of the date of the invoice.
- 5.8 QNet may charge the Client for its non-payment of the invoice by the due date, a late fee equal to 1.25% per month of that outstanding balance of the invoice calculated from the invoice date.

## **6 Delivery of Dark Fibre**

- 6.1 QNet will undertake all reasonable best efforts to supply Dark Fibre in conformance with the functional requirements as set out in the Operating Manual.
- 6.2 Once the parties have entered into a Service Order, QNet will have ninety (90) days from the Order Date indicated on the Service Order to provision the Dark Fibre.
- 6.3 If QNet is unable to provision the Dark Fibre as per the procedures and technical specifications outlined in the Operating Manual within ninety (90) days from the Order Date, the Client may cancel the Service Order and the Client will have no financial obligations to QNet except for the Installation Fees specified on the Service Order.
- 6.4 Once QNet has provisioned the Dark Fibre to the Client as per the procedures outlined in the Operating Manual, the Handover Date on the Service Order will be updated accordingly.
- 6.5 The Commencement Date of the Service Order will be the first day of the month immediately following the Handover Date unless less than seven (7) days separate the Handover Date from the Commencement Date in which case the Commencement Date will be the first day of the month immediately following the Handover Date plus one month.

## **7 Co-location of Equipment**

- 7.1 QNet will provide the Client with a portion of a lockable equipment rack in a QNet COLO, up to one-half (1/2) rack for every forty-eight (48) strands of Dark Fibre leased by the Client.
- 7.2 Use of the COLO by the Client is restricted to Client owned and maintained equipment required by the Client to provide Lit Fibre services using the QNet Dark Fibre.

- 7.3 The maximum power consumption allowed per Client rack is two (2) kilovolt-amps (2kVA).
- 7.4 The Client is not permitted to exceed the maximum power consumption allowed without the prior written consent of QNet and in such cases, additional charges may apply.

## **8 Quality Assurance**

- 8.1 QNet agrees to support the Services and to provide the Client with access to COLO, twenty-four (24) hours per day, seven (7) days per week, year round.
- 8.2 QNet agrees to provide COLO designed for the safe operation of critical telecommunications and computer equipment including but not limited to, air conditioning / cooling systems, uninterrupted power supplies, generator power backup systems and waterless fire protection systems.
- 8.3 QNet agrees to provide the Client with an Operating Manual that defines service level targets and operational procedures and to notify the Client within ninety (90) days of any changes to the Operating Manual.

## **9 Indemnity and Limitation of Liability**

- 9.1 Subject to Sections 9.2 and 9.3 QNet will indemnify and save harmless the Client from liability whether under statute or contract that the Client may sustain, incur or suffer which arise out of or in connection with QNet's negligence.
- 9.2 QNet is not liable to the Client, or third party, for any indirect, unintentional, special, consequential or incidental damages or business revenue or profit loss arising out of or in connection with the use or inability to use the Services, any interruption in QNet's supply of the Services or QNet's inability to supply the Services including any loss or anticipated loss from the Client's, or third party's, unauthorized use or tampering of the Services, or any breach of any term of a Service Order or the Operating Manual, whether such damage or loss arises in contract, tort or otherwise.
- 9.3 Any and all claims which the Client has or hereafter may have against QNet, its servants, employees and representatives in respect of the Services, howsoever arising, whether in contract or in tort, is limited to the per annum value of the total amount of fees and costs for the Service Order.
- 9.4 The Client will indemnify and save harmless QNet and its employees, its servants and representatives from any damages, losses, liability, charges, fines, costs and expenses of any nature and kind whatsoever or howsoever arising, whether under statute or contract that QNet or its employees, servants and representatives may sustain, incur or suffer which arise out of or in connection with the Client's unauthorized use or tampering of the Services, or any breach of any term of the Service Order or Operating Manual.

## 10 Term

- 10.1 This Lease Agreement enters into force on signature by both parties and, subject to earlier termination pursuant to Section 11, will continue in force so long as one or more Service Orders remain in effect or such longer period as the parties may agree.
- 10.2 Each Service Order entered into under this Lease Agreement will remain in effect for the Lease Term set out in the Service Order, unless terminated in accordance with Section 11.
- 10.3 Unless stated otherwise on the Service Order, Service Orders renew automatically for additional terms of one year at the then current Monthly Lease Rate including annual inflation adjustments unless either party provides written notice not to renew the Service Order at least ninety (90) days prior to the Contract Expiry Date.
- 10.4 Upon the termination of this Lease Agreement, the terms and conditions of this Lease Agreement will continue in force and effect in respect of any Service Order entered into as a result of this Lease Agreement for the term of any such the Service Order.

## 11 Termination

- 11.1 Either party may, by written notice, terminate this Lease Agreement or Service Order for default if the other party breaches a material term of this Lease Agreement or Service Order, as the case may be, and fails to remedy such breach within thirty (30) business days, or such longer period as the parties may agree, after receipt of notice of termination.
- 11.2 QNet may terminate this Lease Agreement and associated Service Orders immediately if:
  - (i) the Client is in default of payment of two (2) successive invoices;
  - (ii) the Client acts in violation of Section 3.1 of this Lease Agreement; or
  - (iii) the Client is adjudged bankrupt, makes a general assignment for the benefit of creditors because of insolvency or if a receiver is appointed because of its insolvency and such proceeding is not lifted within twenty (20) days.
- 11.3 If the Client terminates this Lease Agreement or any Service Order for any reason other than the reasons specified in Section 11.1, the Client will pay to QNet:
  - (i) all outstanding invoices in respect of any terminated Service Order due for Services provided before termination; and
  - (ii) one-half of the fees applicable for that portion of the unexpired term of any terminated Service Order.
- 11.4 The Client and QNet may terminate a Service Order by mutual consent without penalty providing both parties have agreed to the termination in writing.

## **12 Obligations on Termination**

- 12.1 Upon expiration or termination of a Service Order, the Client will promptly remove all items, equipment and other materials belonging to the Client (“Client’s Items”) in respect of that Service Order from sites owned, leased or licensed by QNet and in no circumstances, later than thirty (30) days after such expiration or termination. The Client will be responsible for any damage to the Network or COLO caused by or resulting from the Client’s removal of the Client’s Items.
- 12.2 If the Client fails to remove the Client’s Items as required in Section 12.1 within the thirty (30) day period, the Client’s Items remaining on QNet’s sites will be deemed to be abandoned and QNet may, at its discretion, dispose of such Client’s Items at the cost of the Client.

## **13 Confidentiality**

- 13.1 The parties acknowledge that during the term of this Lease Agreement, in order to fulfil their obligations under this Lease Agreement, it may be necessary for the parties to have access to information related to the other party’s business, process, technology, data or customers that is either proprietary or confidential information or both. Each party will take the same care to safeguard the other party’s information that it takes to safeguard its own information including limiting access to the confidential information to only those employees or contractors who require access to such information in the performance of their duties under this Lease Agreement. Each party will cause its employees, agents and representatives having access to the other party’s confidential information, to abide by the terms of this Section 13.

## **14 General**

- 14.1 With the exception of the payment obligations assumed, neither party is liable for damages caused by delay in the performance of, or failure to perform, undertakings under the terms of this Lease Agreement when the delay or failure is due to acts of God, natural disasters, strikes, lockouts, labour disputes, acts or restraints of a governmental body or authority, power failure, destruction or damage to the Network, sabotage or vandalism, which cannot reasonably be foreseen or provided against.

- 14.2 The parties may not assign this Lease Agreement or any part thereof without the prior written consent of the other party, which consent may not be unreasonably withheld. The parties may assign this Lease Agreement to an affiliate at any time without consent from the other party.
- 14.3 QNet may subcontract the provision of its undertakings pursuant to this Lease Agreement to another party without the consent of the Client.
- 14.4 If any provision of this Lease Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the invalid portion will be severed from the Lease Agreement and will not affect the enforceability or validity of the remaining provisions. The parties will agree upon an amendment to be made to the section, subsection, sentence, clause or phrase previously found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Lease Agreement so as to reflect its original spirit and intent.
- 14.5 This Lease Agreement and any Service Orders annexed to it constitute the entire Agreement between the parties and supersede every previous Lease Agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Lease Agreement.
- 14.6 The parties will do and cause to be done all things and execute and cause to be executed all documents reasonably necessary or appropriate to give proper effect to the provisions and intent of this Lease Agreement.
- 14.7 This Lease Agreement may be amended only by agreement in writing, signed by both parties.
- 14.8 The headings and sub-headings in this Lease Agreement are for convenience of reference only, do not constitute a part of this Lease Agreement and will not be taken into consideration in the interpretation of, construction of, or affect the meaning of, this Lease Agreement.
- 14.9 This Lease Agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
- 14.10 No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 14.11 The following provisions survive the termination or expiry of this Lease Agreement and continue in full force and effect: Section 9 (Indemnity and Limitation of Liability), Section 13 (Confidentiality), and this Section 14.11.

14.12 This Lease Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

14.13 This Lease Agreement may be executed and delivered in counterparts and by facsimile.

IN WITNESS WHEREOF the parties have caused their duly authorized signatories to execute this Lease Agreement as of the date appearing on page one.

\_\_\_\_\_  
**QNet Authorized Signature**

\_\_\_\_\_  
**Client Authorized Signature**

**Represented by:**

**Represented by:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Place

\_\_\_\_\_  
Place



City of Coquitlam  
**REQUEST FOR PROPOSALS**  
**RFP No. 15-07-02**

**Internet Services**

Proposals will be received on or before 2:00 pm (local time)  
**Tuesday, September 1, 2015**

**Proposal Submission Instructions**

Proposal submissions are to be uploaded electronically through Qfile, the City's file transfer service accessed at website: [qfile.coquitlam.ca/bid](http://qfile.coquitlam.ca/bid)

1. In the "Subject" field enter: RFP Number and Name
2. Add files in .pdf format and Send  
(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete and was sent to correct email address: [bid@coquitlam.ca](mailto:bid@coquitlam.ca))

Proponents are responsible to allow ample time to complete the submission process.

For assistance, phone 604-927-3060 or Fax 604-927-3035.

**PROPOSAL SUBMISSION FORM**

**Complete and return this Proposal Submission Form**

**Attach pages as required**

**Submitted by:** \_\_\_\_\_

(company name)

**1. PRICE (SCHEDULE OF SERVICES OR RATE CARD)**

Internet Services

All service provided is to be in accordance with all governing regulatory authorities within the City of Coquitlam. **Prices proposed are to be firm for the initial three (3) year term of the contract** and be all inclusive. Any and all non-recurring costs shall be described in detail. Monthly recurring charges should also be detailed for provision of the Service on a three (3) year term.

Attach Schedule of Services / Rate Card for 1 Gbps full duplex internet service at either or both of the data centre locations

**2. SERVICE LEVEL AGREEMENT**

A copy of the Proponent’s standard Service Level Agreement, and any additional contract terms related to the provision, availability (up-time), remediation, cancelation, or renewal of the Service.

Attach Service Level Agreement

**3. ROUTE DESCRIPTION TO TRANSIT POINT**

A description, or map, of the Proponent’s cable route from the data centre or interconnection point to their transit exchange.

Please note: the City may select more than one internet service provider and/or more than one Gigabit service in order to achieve higher resiliency in the upstream network connection. The bidder must therefore describe or document the route their internet service takes to their transit exchange, and fully describe their network fail-over details in the case where multiple transit routes are available.

Attach one map for each data centre served and/or route option to transit point



**4. DATA USAGE**

The maximum data usage per month, if applicable

**5. REPORTING AND ACCOUNTING**

Attach an example of the report and/or invoice that would be provided.

**6. CUSTOMER SERVICE**

Describe your Help Desk Services and Procedures including how a service call is placed and handled.

**7. SUSTAINABLE PRACTISES AND INITIATIVES**

Describe all initiatives, policies or programs that illustrate your efforts towards sustainable practises and responsibility in providing the services.

**(Social/Ethical, Environmental, Economic/Financial)**

**8. VALUE ADDED**

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City.

Include all value-add options related to the requested Service. This may include, but is not limited to; discounts for additional circuits, increased service levels, increased data amounts, etc.

**9. HEALTH AND SAFETY PROGRAM**

Attach your written work-site safety program in place that meets the requirements of WorkSafeBC..

Yes

**10. CONFLICT OF INTEREST**

Proponents must disclose information regarding any business or personal relationships that may be perceived to be a conflict of interest.

**11. EXPERIENCE AND REFERENCES**

Proponents shall be experienced and qualified and successfully completed or are currently providing Services similar in size, scope and complexity:

<b>Year Started</b>	
<b>Year Completed</b>	
<b>Description of Contract or Project</b>	
<b>Company</b>	
<b>Contact Person</b>	
<b>Telephone and Email</b>	
<b>Contract Value</b>	

<b>Year Started</b>	
<b>Year Completed</b>	
<b>Description of Contract or Project</b>	
<b>Company</b>	
<b>Contact Person</b>	
<b>Telephone and Email</b>	
<b>Contract Value</b>	

**12. NON-COMPLIANCE**

Fully describe any deviations to the requirements outlined in this RFP with which your company is unable to comply.

**13. ACCEPTANCE**

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date.

We, the undersigned, confirm that this proposal is open for acceptance by the City for a period of: \_\_\_\_\_ days.

**14. ADDENDA**

We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued	Date Received

**15. AUTHORIZATION**

We hereby submit our Proposal for the services as specified and undertake to carry out the work in strict accordance with all referenced Terms & Conditions, Regulations and Codes, Specifications, and information provided in this RFP.

<b>Registered Business Name:</b>	
<b>Operating Business Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>GST Number:</b>	
<b>Name and Title of Contact</b> <i>for communication related to this RFP</i> (please print)	
<b>Contact Email:</b>	
<b>Name &amp; Title of Authorized Signatory:</b> (please print)	
<b>Signature of Authorized Person:</b>	
<b>Date:</b>	

**The signature above is an authorized representative that can bind the company to statements made in this Proposal. For the purpose of this RFP, electronic signatures will be accepted.**

**- End of Proposal Submission Form -**