



Request for Proposals

Backup and Restoration Solution

February 3, 2016

Ref #2016-12859

Issued: February 3, 2016

Closing date: February 19, 2016, 14:00 Mountain Standard Time

For general information about NorQuest College, our programs and services, please refer to our website: www.norquest.ca

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SECTION A - REQUEST FOR PROPOSAL

1.0 INVITATION FOR PROPOSAL

NorQuest College invites your firm to submit a Proposal for the provision of a Backup and Restoration Solution as set out in this Request for Proposal.

Request for Proposal Number:	2016-12859
Description:	Backup and Restoration Solution
Date Issued:	February 3, 2016
Closing Date:	February 19, 2016
Closing Time:	14:00 Mountain Standard Time

2.0 DEFINITION OF TERMS

Whenever used in this RFP, or any other forms which might be part of a Proposal or of the Agreement document, the following words shall be deemed to have meanings as indicated below:

- 2.1 **"Agreement"** means a contract(s) that may be entered into by NorQuest College with a successful Proponent(s) for the Backup and Restoration Solution described in this RFP;
- 2.2 **"Closing Date"** means the day, specified above, on which the RFP will close;
- 2.3 **"Closing Time"** means the time, specified above, at which the RFP will close;
- 2.4 **"Consultant"** means a Backup and Restoration Solution provider to whom an Agreement is awarded by NorQuest College for any or all of the services described in the RFP;
- 2.5 **"Control"** means that NorQuest College has the authority to manage the Record, including its creation, use, disclosure and disposal;
- 2.6 **"FOIP Act"** means the Freedom of Information and Protection of Privacy Act;
- 2.7 **"NorQuest College"** means The Board of Governors of NorQuest College;
- 2.8 **"Proponent"** means a person or firm submitting a Proposal to NorQuest College pursuant to this RFP;
- 2.9 **"Proposal"** means the offer of a Proponent to furnish the Backup and Restoration Solution, as requested by this RFP;
- 2.10 **"Record"** means information in any form, including proposals, reports, documents, letters, meeting minutes and all other correspondence, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include the software or any mechanism that processes such records;
- 2.11 **"RFP/Request for Proposal"** means this request for proposal including all forms included in the RFP;
- 2.12 **"Selection Committee"** means the committee comprised of representatives selected by NorQuest College, in its sole discretion, to evaluate Proposals.

3.0 GENERAL REQUIREMENTS

3.1 Introduction

NorQuest College (the "College") is inviting Vendors to submit Proposals for the provision of a Backup and Restoration Solution as specified in this Request for Proposal ("RFP").

This RFP will be conducted with the objective of maximizing the benefit to the College, while offering the Vendors a fair and equitable opportunity to participate.

Vendors are advised to pay careful attention to the wording used throughout this RFP. Failure to satisfy any term or condition of this RFP may result in a non-compliant Proposal. In particular pay careful attention to 4.14 Format of Proposal.

3.2 About NorQuest College

NorQuest College is the Edmonton region's community college and has a proud history dating back to 1965.

As a regional steward, NorQuest College provides access to adult education in Edmonton and the surrounding region for 23 communities. College services stretch from Drayton Valley in the southwest to Thorhild in the northeast to Camrose in the southeast, with five regional campuses in addition to the College's Edmonton campuses.

NorQuest College helps learners with diverse educational backgrounds complete or further their studies through foundational and continuing education programs. The College's post-secondary diploma and certificate programs offer career paths in health, community studies and business. NorQuest College also provides educational opportunities at the times, places and delivery formats that best meet learner needs.

NorQuest College embraces diversity and honours inclusiveness, with 55 per cent of students born outside of Canada, representing 87 countries, and more than 85 languages spoken on campus

By collaborating with business, industry, government and communities, NorQuest College ensures its post-secondary education is necessary and workforce relevant. With 95 per cent of NorQuest graduates employed or enrolled in further education, the College contributes significantly to Alberta's growing economy. College operations and student spending contribute more than \$450 million annually to the regional economy.

For more information, visit www.norquest.ca.

3.3 Objectives

The purpose and intent of this RFP is to solicit Proposals from qualified Vendors to provide a Backup and Restoration Solution for the College. The College believes there are significant efficiencies and cost savings that can be achieved within the scope of the solution it is seeking in this RFP. Details of the solution requirements are contained within this RFP.

Solution Required:

NorQuest College is seeking to replace our current backup and restoration technology with a modern and scalable solution.

1. Deployed solution should be scalable and meet the current requirements of the college.
2. The bidder to work in close partnership with in-house analysts to implement the solution.
3. The bidder must provide and assist with implementation on a suitable solution which will ensure backups are done in a reliable, efficient and fast manner without putting unnecessary load on existing infrastructure.
4. The solution must include an option to synchronize data with a DR site.
5. The solution must have the ability to perform application consistent backups from line of business applications.

3.4 The College's Current Environment

NorQuest College currently utilizes a disk based backup and deduplication solution that uses client installed agents to identify changes and transport them across the LAN. For the purposes of disaster recovery, data for key servers is replicated to an offsite location. Data is rehydrated and sent to tape for long term retention.

The college is currently in the process of ratifying a records retention and disposal schedule which will eliminate the requirement for long term retention via tape.

The college is a mix of Windows Server 2003r2, 2008, 2008r2, and 2012r2 operating systems, the vast majority of which have been virtualized on VMware. Server technology is standardized on Dell and storage is provided via a Brocade SAN connected to an EMC VNX5200 storage enclosure.

Major business applications run at the college are Peoplesoft 9.2, various versions of Microsoft SQL Server (2005+), Microsoft Sharepoint 2010/2013 and Microsoft Exchange 2007 (in the process of being upgraded). Exchange is currently backed up directly to tape via Backup Exec.

Backups are currently provided by an EMC Avamar Gen 3 grid made up of six 2TB nodes (one utility, four storage and spare) and replicates critical data to an offsite Avamar Gen 3 all in one 2TB system. Backups are rehydrated to 10 EMC Avamar Tape Out windows virtual servers and streamed to LTO4 tapes in a Dell ML6000 and a Dell TL4000 using Symantec Backup Exec. Backups currently traverse our Cisco based network.

The majority of data is stored on a 100TB VNX5200. Of that, 34TB are currently used.

Break Down of 34TB:

- 5% SQL Databases
- 1.5% Exchange
- 93.5% Windows Servers (including file servers)

The college has a very low rate of change, approximately 0.2% per day on average post dedupe.

We have a growth rate of approximately 1% per month post dedupe.

3.4.1 Infrastructure Connectivity

The college has the following equipment that comprises connectivity across which data traverses. The backup solution must not use the existing SAN as a backup target.

- Brocade DS-6510B SAN Switches
- VNX 5200 – 100TB of storage with 34TB in use.
- Cisco Gigabit Server Access Switches

4.0 PROCESS AND RULES REGARDING PROPOSALS

4.1 Submission of Proposal and Validity Period

Contractors shall submit a clearly marked original plus two (2) copies and one (1) electronic version of the proposal. Proposals shall be received by Procurement Services no later than February 19, 2016 14:00 Mountain Standard Time

Proposals will not be accepted by facsimile transmission or electronic mail.

Proposals shall be sealed in an envelope marked with the RFP number and addressed to:

NorQuest College
10215 – 108 Street,
Room 807, Procurement and Contract Management
Edmonton, AB T5J 1L6
Attention: Diane Shaw, Contract Specialist

NorQuest College reserves the right in its sole discretion to extend the Closing Date, Closing Time and the acceptance period for any reasonable length of time. Notwithstanding this right and any timelines as may be identified herein, all Proposals **shall have a validity period of not less than 90 days after the Closing Date and Closing Time.**

4.2 Proposal Acceptance/Rejection; Rights Reserved by NorQuest

This RFP is a request for proposal only and is not an offer to buy or lease any equipment, property or services. Neither the provision of this RFP to a Proponent nor acceptance or receipt of a Proposal will imply any obligation or commitment on the part of NorQuest College to enter into an agreement or contract of any kind in respect of any or all contents of this RFP. NorQuest College may cancel this invitation at any time, in whole or in part, for any reason whatsoever and without incurring any liability to anyone who has submitted a Proposal or intends to submit a Proposal.

NorQuest College is not obligated in any way to pay for costs of any kind or nature whatsoever, that may be incurred by a Proponent or any associated third parties, in the preparation of Proposals, making presentations, demonstrations or samples before or after the Closing Date and Closing Time. All such associated costs shall be the sole responsibility of the Proponent. All Proposals and support documentation will be retained by and will become the property of NorQuest, subject to claims of confidentiality in respect of the Proposal and support documentation. In addition to all other rights reserved by NorQuest College in this RFP, NorQuest College has the right, in its sole and unfettered discretion, to:

- assess the relative merit and advantages of each of the Proposals,
- reject or accept any Proposal, including the right to accept non-compliant Proposals,
- waive any irregularities or informalities contained in any Proposal at its discretion and to accept the Proposal that the College deems to be in its best interest,
- accept the withdrawal of any Proposal as permitted under this RFP,
- decide to negotiate with any Proponent(s) or to enter into an agreement with any Proponent(s), irrespective of whether the Proposal submitted by the Proponent(s) is incomplete, irregular, conditional, non-compliant or fails to provide all the information required in this RFP, and
- during the negotiation phase after the RFP Closing Date and Closing Time, negotiate terms and conditions with any Proponent that may be different than those contained within this RFP or the Proposal of the Proponent, without being required to offer such terms and conditions to the other Proponents.

4.3 Limitation of Legal Rights and Limitation of Liability

By submitting a Proposal, each Proponent agrees that, in the event that a court should find that NorQuest College is liable for anything arising in connection with; this RFP, the provision of a Proposal, the selection of the successful Proponent, any negotiations following the provision of a Proposal, or any representation made by NorQuest College; the Proponent shall not be entitled to claim for damages or other legal relief whatsoever, and in particular, the Proponent waives any claim for lost profits in the event that no agreement is entered into between the Proponent and NorQuest College.

4.4 Agreement on Internal Trade - MASH Sector Procurement

The procurement policies of NorQuest College follow the requirements of the MASH Sector annex 502.4 of the Agreement on Internal Trade. RFP documents are posted and distributed electronically through the Alberta Purchasing Connection electronic posting service.

Reference Internet address: www.purchasingconnection.ca.

4.5 Questions

It is the sole responsibility of the Proponent to clarify the interpretation of any items in this RFP. Proponents may submit questions to NorQuest College with regard to this RFP in writing to the contact information noted below, at any time up to the deadline date for questions noted in Section 6. Questions received after that deadline will not be answered by NorQuest College. Answers provided to any substantive questions received will be issued as an addendum in accordance with Section 4.6. NorQuest College reserves the right at its sole discretion to not answer non-substantive questions.

All questions shall be directed to: rfp@norquest.ca

NorQuest College will not be bound by, and the Proponent agrees not to rely upon, any information given or statements made by persons other than the above authorized NorQuest College representative.

4.6 Addenda

NorQuest College reserves the right to issue addenda with regard to this RFP for any reason including without limitation, to amend or revise the RFP, to respond to questions, to disclose changes in the schedule, to extend the Closing Date and Closing Time, to modify the Proposal format or requirements, or any other matter. Answers to all substantive questions will be provided in the form of written addenda. Addenda to this RFP shall be deemed part of this RFP.

All addenda related to this RFP will be issued by NorQuest College by the deadline indicated in Section 6 and will be posted electronically to the Alberta Purchasing Connection website where the RFP was originally posted.

Proponents shall be solely responsible to ascertain that they have received all addenda prior to submitting their Proposal. NorQuest College is not responsible in any way to ensure the completeness of information received by Proponents.

4.7 Withdrawal of Proposal

Proponents may withdraw their Proposals, by notice in writing, at any time prior to the Closing Date and Closing Time. After the Closing Date and Closing Time, Proposals remain open for acceptance in accordance with the acceptance period stated above in Section 4.1.

Negligence or errors on the part of the Proponent in preparing the Proposal confers no right of withdrawal on the Proponent in respect of the Proposal.

4.8 Amendments to Proposals

Proponents may modify their Proposals at any time up to the Closing Date and Closing Time, by written amendments submitted to the address noted in Section 4.1. Amendments shall clearly indicate the name of the Proponent, the date of Proposal, and reference the RFP number.

Amendments to Proposals will not be accepted after the Closing Date and Closing Time.

4.9 Proposal Opening

All Proposals received up to the Closing Date and Closing time will be opened by NorQuest College only. Proponents will not be rejected or short listed until such time as the Selection Committee has had an opportunity to examine and evaluate all compliant Proposals.

4.10 Selection Committee

Upon receipt of Proposals and after the Closing Date and Closing Time, the Selection Committee will review each Proposal, ensure each Proponent's compliance with the terms and conditions of this RFP, and rate each complying Proposal based on the evaluation criteria within this document. Proponents will be evaluated by the Selection Committee based on the quality and completeness of information given in the Proposal.

The determination of the members of the Selection Committee is at the sole discretion of NorQuest College and the identity of persons forming part of the Selection Committee will not be made known to the Proponents.

4.11 Clarifications

NorQuest College reserves the right in its sole discretion to request clarification from a Proponent after the Closing Date and Closing Time to seek further information from the Proponent without any obligation to notify or seek further information from any or all other Proponents. NorQuest College also reserves the right to verify any and all information provided by the Proponents in their Proposals through third party investigations or any other means without notice to the Proponent.

4.12 Authority

Nothing in this RFP shall be construed as authority for any selected Proponent(s) to make commitments which shall bind NorQuest College to otherwise act on behalf of NorQuest College, except as NorQuest College may expressly authorize in writing.

4.13 Information Disclosure

NorQuest College is a public body and is subject to the privacy and disclosure provisions of the Freedom of Information and Protection of Privacy (FOIP) Act. All information provided by NorQuest College to the Proponents and all information provided by the Proponents to NorQuest College in Proposals will be subject to the FOIP Act's privacy and disclosure provisions. Proponents should be aware that all Records collected, created, maintained or prepared in the performance of services under an agreement or contract arising from this RFP will be subject to the access and privacy provisions of the FOIP Act.

While the FOIP Act allows persons a right to access Records in NorQuest's Custody or Control, it also prohibits NorQuest College from disclosing personal or business information of third parties where disclosure would be harmful to that third parties business interests or would be an unreasonable invasion of that third parties personal privacy as defined in sections 16 and 17 of the FOIP Act. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure.

The purpose of collecting personal information required to be provided in Proposals to this RFP is to enable NorQuest College to ensure the accuracy and reliability of the Proposals, and to evaluate the Proposals. This information is required by NorQuest College to carry out its operations.

It is recommended that Proponents advise persons whose personal information is being provided to NorQuest College in Proposals to this RFP that the privacy of the personal information as well as its possible disclosure by NorQuest College to third parties, upon request, will be governed by the FOIP Act.

All Proponents shall make themselves aware of the contract requirements of the FOIP Act since the successful Proponent will be required to meet the requirements of the FOIP Act for all personal information that the Proponent has access to, collects, uses or destroys as a consequence of carrying out its obligations in respect of the provision of the Backup and Restoration Solution.

4.14 Format of Proposal

Proposals should be **prepared concisely and in numbered order according the Specific Requirements in Section B** providing a clear description of the Proponent's capability to satisfy the requirements of this RFP and be consistent with the requirements as identified in Section B - Specific Requirements. **Failure to satisfy this requirement may result in a non-compliant proposal.**

Proponents shall submit one (1) original duly signed and two (2) copies of their Proposal and one (1) electronic version of the proposal. All Proposals should have every page numbered in sequential order. The Proposal may be printed in black and white, or may contain colour printing. If the Proposal contains colour, then colour copies shall be provided for all copies. The original Proposal and every copy, including all supporting documents, shall be securely bound. Cerlox or wire coil binding is preferred by NorQuest College, binders are discouraged. The contents for the Proposal should be as follows and presented in the manner as

indicated below, in accordance with Section 6 of Section A - Timeline and the requirements outlined in Section B - Specific Requirements.

Section	Description
A	7.1 Mandatory Proposal Requirement
7.0	7.1.1 Certification - ref. Section C Item 1 7.1.2 Certificate of Insurance 7.1.3 WCB Clearance 7.1.4 Response to Section B including all requested supporting documentation
B	1. Capability and Resources
1.0	1.1 Qualifications and Relevant Experience 1.2 Resources 1.3 Quality Assurance 1.4 Additional Information 1.5 References
2.0	2. Methodology and Approach 2.1 Backup and Restoration Solution Detail 2.2 Handling and Approach
3.0	3. Technical Environment 3.1 Technical Requirements for Backup and Restoration Solution
4.0	4. Pricing 4.1 Proposal Fees 4.2 Invoicing

4.15 Compliance with Terms and Conditions

Proponents shall carefully read all documentation forming part of the RFP and submit Proposals complying with all conditions contained in the RFP. Proponents shall make all investigations necessary to properly understand and provide for all conditions which may affect the supply of the Backup and Restoration Solution described.

Unless the Proponent has indicated in their Proposal specific exceptions of non-compliance with any of the conditions contained in the RFP, the submission of a Proposal by a Proponent shall be construed by NorQuest College to mean that the Proponent agrees to abide by and carry out all conditions set forth in the RFP documents.

4.16 Alternative Proposals

In addition to the basic Proposal that each Proponent must submit in strict conformance to the requirements of this RFP, Proponents are free to offer any alternatives to the basic Proposal, which in the view of the Proponent are less costly. Each alternative will be submitted as an appendix to the basic Proposal which will include a description and price of each alternative in detail and will clearly outline the advantages and cost variation for each alternative. NorQuest College reserves the right to not evaluate any alternative proposal submitted. Evaluation of alternative proposals, if any, will be based on the same criteria as the basic Proposal.

4.17 Quantity Requirements

Any quantities or estimated requirements provided under this RFP are estimates only to be used by NorQuest College for the sole purpose of evaluating Proposals. NorQuest College does not warrant, represent or guarantee that these estimated quantities will constitute the actual quantity to be received. Proposals should address variations in quantity and the resulting change in quoted prices, if any.



4.18 Pricing

Proponents shall submit pricing in their Proposal as follows:

- in Canadian dollars,
- firm for the first year of the Agreement,
- FOB NorQuest College site,
- exclusive of all applicable taxes or tariffs, and
- state any early payment discounts available.

5.0 INFORMATION FOR PROPONENTS

5.1 Insurance

Proponents are advised that it is a NorQuest College requirement that for any Agreement entered into as a result of this RFP the Consultant shall, at its own expense and without limiting its obligations herein, provide and maintain, for the duration of the contract, policies of insurance as outlined below:

- Comprehensive General Liability insurance in an amount of not less than five million dollars (\$5,000,000) inclusive per occurrence against third party claims for bodily injury, personal injury, and property damage (including loss of use thereof). Such insurance shall cover all operations of the insured and include, but not being limited to: products and completed operations liability, blanket written contractual liability, owners and contractors protective liability, owners and employees as additional insured, and
- Insurance on property of others on an "all risks" basis, including theft, and in an amount sufficient to cover such property in the Consultant's care, custody and control.
- Automobile Liability with limits of no less than \$2,000,000 per person, \$2,000,000 per occurrence bodily injury and \$100,000 property damage.

5.2 Workers' Compensation Board

Proponents are advised that it is a NorQuest College requirement that for any Agreement entered into as a result of this RFP the Consultant shall provide a "Clearance Letter" from The Workers' Compensation Board indicating its account is in good standing. Proponents in an exempt industry should state in their response which exemption applies.

6.0 TIMELINE

6.1 Timeline

Event	Date
1. Issue RFP	February 3, 2016
2. Deadline for questions	February 9, 2016
3. Deadline for issue of addenda	February 16, 2016
4. RFP Closing	February 19, 2016 14:00 MST
5. Short listing of Proponents (at NorQuest's discretion)	February 26, 2016
6. Proponents presentations to NorQuest College(at NorQuest's request)	March 1 – 4, 2016
7. Selection and award of RFP	March 11, 2016
8. Agreement negotiations (if applicable)	March 12 – 17, 2016
9. Agreement start date	March 18, 2016
10. Services start date	March 18, 2016

The above timeline is subject to change at the sole discretion of NorQuest College. In the event a change is made to the timeline Proponents will be informed by written addenda.

7.0 PROPOSAL EVALUATION

7.1 Mandatory Proposal Requirements

The following is a mandatory requirement. Proposals not clearly addressing and meeting this mandatory requirement will be considered non-compliant and may not, at the sole discretion of NorQuest, receive further consideration during the evaluation process.

- .1 Certification
Section C Certification document - completed in full and signed by the Proponent.
- .2 Certificate of Insurance.
- .3 WCB Clearance Letter or note of exempted status per Schedule A from WCB.
- .4 Response to Section B, including all requested supporting documentation.

7.2 Evaluation Criteria

Proposals meeting the mandatory requirement will be further evaluated and assessed using the following criteria and point rated system, not listed in order of importance.

	Criteria	Maximum Points
A.	Capability and Resources	20
	➤ Qualifications and Relevant Experience	10
	➤ Quality Assurance	5
	➤ Additional Information	1
	➤ References	2
	➤ Quality of Proposal (format, layout and completeness)	2
B.	Methodology and Approach	30
	➤ Backup and Restoration Solution Detail	25
	➤ Handling and Approach	5
C.	Technical Environment	30
	➤ Technical Requirements for Backup and Restoration Solution	30
D.	Fees	20
	➤ Proposal Fees	15
	➤ Cost Savings	5
	Total points available	100

7.3 Short List

NorQuest College may establish a short list of Proponents upon completion of an initial round of evaluations. NorQuest College reserves the right to request presentations relating to a Proposal from short listed Proponents as may be required. The tentative timeframe for these presentations is as outlined in Section 6. Proponents should ensure availability of key management and technical personnel during this time period.

7.4 Execution of Agreement

The successful Proponent(s) will be required to execute an Agreement similar in form to that attached as Section E of this RFP; such Agreement incorporating the terms and conditions of this RFP and the successful Proposal, except to the extent the terms and conditions of this RFP and the successful Proposal have been expressly superseded by the terms and conditions of any written agreement executed by the parties.

SECTION B - SPECIFIC REQUIREMENTS

In order for this Proposal to be considered further in the evaluation process the Proponent must respond, in detail, to each of the following requirements. In the event the Proponent has a unique capability, credential or service that is not expressly solicited by the RFP, Proponents are encouraged to attach any appropriate supporting material with additional information as desired.

1.0 CAPABILITY AND RESOURCES

1.1 Qualifications and Relevant Experience

- 1.1.1 a brief contractor history including; the length of time the company has been in business and the number of years providing Backup and Restoration Solutions;
- 1.1.2 a copy of the Proponent's organizational structure, reporting structure, number of employees, (if applicable) etc.;
- 1.1.3 if the Proponent's organization has franchised or sub-contracted offices for any of its services, an outline of reporting relationships, performance measures, quality standards and other criteria used as measurements for evaluation of services;
- 1.1.4 an outline of the Proponent's experience in Backup and Restoration Solutions similar to those outlined in the RFP;
- 1.1.5 an outline of the corporate philosophies and values of the Proponent's company;
- 1.1.6 an outline of the quantity of contractor of Backup and Restoration Solutions currently being provided to other organizations, including the size and type (i.e., public and private sector) of organizations. Where possible include post secondary institutions;
- 1.1.7 at the request of the College, Vendors will be required to provide resumes for the resources they are proposing to dedicate to the project.
- 1.1.8 the Vendor shall provide evidence of its financial viability, including a copy of its most recent audited financial statement. The College reserves the right to investigate further the financial viability of the Vendor.

1.2 Resources

- 1.2.1 the person who will be responsible for the corporate management of the NorQuest College account and how the Proponent intends to manage the accounting, including a plan for liaison with NorQuest staff; and
- 1.2.2 the person who will be dedicated account manager, including: experience, background and qualifications.

1.3 Quality Assurance

- 1.3.1 a proposed plan for quality assurance of the Backup and Restoration Solution;
- 1.3.2 how quality control is maintained within the Proponent's organization;
- 1.3.3 how continuous improvement is managed by the Proponent; and
- 1.3.4 all value-added programs/initiatives the Proponent currently has in place which are aimed at enhancing customer satisfaction, service quality and cost containment.

1.4 Additional Information

- 1.4.1 additional information the Proponent feels would be of benefit to NorQuest; and
- 1.4.2 an outline of why the Proponent feels its firm is the best qualified to provide the Backup and Restoration Solution to NorQuest College.

1.5 References

- 1.5.1 provide three references, where your company currently has provided services similar to those outlined in this RFP, including the information below. Where possible include references from post secondary institutions. NorQuest College reserves the right to contact references without further approval from the Proponent.
 - name and title,
 - telephone number and email address,
 - length of service, and
 - type and value of contract.

2.0 METHODOLOGY AND APPROACH

2.1 Backup and Restoration Solution Detail

- 2.1.1 Provide a detailed plan outlining how services will be provided to meet NorQuest's Backup and Restoration requirements as set forth in Section D - Scope of Work, including but not limited to:

- On-premises solution
- Disk based solution
- Provide an RTO of 4 hours
- Provide an RPO of 24 hours
- At least 30 days of retention
- Do all backups and maintenance during our 9PM->6AM window
- Conceptual Architecture diagram
- Explain current or publically roadmapped capabilities for performing backups or archives to cloud storage
- Training two individuals

- 2.1.2 provide an outline of the Proponent's responsibilities and approach, including but not limited to:

- Point of contact for implementation assistance
- Escalation procedures
- Vendor training and certification on all products and solutions proposed

3.0 TECHNICAL ENVIRONMENT

3.1 Technical Requirements for Backup and Restoration Solution

- 3.1.1 Solution must meet the following requirements
 - Perform deduplication against a global catalog
 - Support for VMware VCenter/ESXi 5.5 and 6.0

- Support for remaining standalone/physical servers
- Single application solution to manage/monitor operations
- Report generation which includes an extensive client backup history, general health and capacity forecasting
- Support for replicating backup data offsite
- Ability to natively backup and restore Microsoft SQL versions 2005 and newer.
- Ability to natively backup Sharepoint 2010/2013 with GRT support.
- Ability to natively backup Exchange 2007 with GRT support
- Backup Windows Server 2003R2+ Servers
- Ability to archive data for long term storage
- Include a robust scheduling feature
- As an option, full replication to a separate target for Disaster Recover purposes

3.1.2 provide support and warranty information;

3.1.3 outline the ability for customization to meet the specific needs of NorQuest;

3.2 Alberta Audit and FOIP Requirement

3.2.1 For externally hosted systems, which require the collection of identifiable patron data, NorQuest requires Proponents to supply an audit assurance statement which details a certified external audit of the Proponent's system and practices with regard to data security and integrity. Required documents are: CSAE 3416 or a SysTrust statement and a PCI compliance report. Provide copies of required documents.

4.0 FEES

4.1 Proposal Fees

4.1.1 provide a detailed fee structure, including: hierarchy, service fees, discounts, annual licensing or support fees, etc.

4.2 Invoicing

4.2.1 invoices must be submitted monthly basis to accountspayable@norquest.ca for approval for payment.

4.2.2 Service providers are not the NorQuest college employees, therefore, they are responsible for the own personal income tax, CPP, disability insurance and other such deductions and expenses.

4.3 Cost Savings

4.3.1 Suggestions and ideas for creative cost-reduction and/or quality improvement opportunities the Proponent may have;



SECTION C - PROPONENT'S RESPONSE DOCUMENTS

CERTIFICATION

Failure to complete and sign this form may entitle NorQuest College to disqualify a Proposal.

I/We the undersigned have reviewed this RFP, including all Addenda and examined all conditions affecting the provision of the Contractor, are satisfied that we fully understand the intent and declare that: (i) we accept all terms and conditions set forth in the RFP; (ii) we have adequate personnel, equipment, facilities and resources to fulfill the requirements of the RFP; and (iii) the content of our Proposal is true and accurate.

I/We hereby offer to NorQuest College the Contractor requested as detailed in our Proposal in accordance with the terms and conditions set out in this RFP.

We _____
(legal company name)

Of _____
(business address)

(telephone) (facsimile number)

(email address)

Executed this _____ day of _____ 20 _____

Signature of authorized representative

(Print or Type) name and status of authorized representative

SECTION D SCOPE OF WORK

The Successful vendor will be expected to provide all of the needed equipment (with the possible exception of hardware if proposing software only), consultation, service, maintenance and training to implement the backup solution presented in this RFP.

The selected bidder shall be responsible for designing the backup strategy, partial installation and configuration (working closely with college infrastructure analysts), and training.

The selected bidder will be responsible to respond to emergency events as required per SLA

Solution must be supported for a minimum of 5 years.

Bidders may conduct a survey of the site, examine the infrastructure and ask any relevant questions to properly quote this RFP.

1.1 Business Requirements

1.1.1 Phases and Deliverables

A. Planning

- a. Evaluate existing environment and system requirements for implementation of new solution.
- b. Ensure that industry best practices and policies as defined by stakeholders of data retention and management and vendor recommendations are rolled into the project plan.
- c. Build a detailed project plan with key deliverables and tasks to ensure a timely completion.
- d. Identify any impacts to current business services. Communicate these details to all key stakeholders and confirm.
- e. Train College Analysts on new software, concepts and any specific technical tasks or details.

B. Implementation

- a. Install and configure new infrastructure in conjunction with College Analysts.
- b. Document configuration and procedures.
- c. Build necessary reports and alert notifications.

C. Testing

- a. Test bare metal restore capabilities, backup and restore functionality and any other major components to ensure the solution is stable and functional.
- b. Obtain official sign-off by stakeholders to ensure that the solution performs to a satisfactory and fully understood level.

D. Training

- a. Provide any additional training that college analysts feel are necessary to ensure a smooth transition from implementation to operation.

E. Final Sign Off

- a. Technical follow up to ensure the backup solution is functioning according to outlined specifications and requirements.

- b. Obtain final sign off by stakeholders that the project is completed successfully according to the outline.

1.1.2 Project/Services Status Reporting

Weekly written status reports shall be submitted to the Department Project Manager. These status reports should outline:

- *overall summarization of the project/services progress;*
- *deliverables achieved;*
- *deliverables remaining, progress, and expected delivery on each; and*
- *issues and concerns affecting specific deliverables and the project schedule or any other aspect of the project/services*

1.1.3 College Supplied Resources

The College will provide the successful Vendor with office space and basic computer services necessary to enable the successful Vendor to provide the Services outlined in this RFP.

1.2 Confidentiality and Security of Information

The successful Vendor will be required to comply with the College's security standard/policies and IT controls. Documentation will be provided to the successful Vendor. The College may, at its sole discretion, request current criminal record checks for all onsite Vendor resources and the Vendor will comply with such request on behalf of its employees and contractors.

The Vendor, the Vendor's employees, subcontractors, and agents shall keep strictly confidential all information concerning the College and/or third parties or any of the business or activities of the College and/or third parties disclosed to Vendor and its employees, subcontractors and agents as a result of its participation in this RFP, and only use, copy or disclose such information as necessary for the purpose of submitting this Proposal or otherwise upon the written authorization of the College.

Vendors shall maintain security standards, including control of access to data and other confidential information of the College and its related third parties, consistent with the highest standards of business practice in the information technology industry.

1.3 Conflict of Interest

Vendors must fully disclose, in writing to the Procurement Manager on or before the RFP Closing Date, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Vendor were to become a contracting party pursuant to this RFP. The College shall review any submissions by Vendors under this provision and may reject any Proposal where, in the opinion of the College, the Vendor could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Vendor were to become the contracting party pursuant to this RFP.

1.4 Collaboration

It is expected that during the course of providing the Services that the Vendor will work openly with other divisions, departments and project teams within the College.



SECTION E - TERMS AND CONDITIONS OF AGREEMENT

The attached NorQuest College Consulting Services Agreement is being provided for the Proponent's information and the terms and conditions are in addition to those identified in all other sections of this RFP. The successful proponent, if any, will be required to execute an agreement that shall be in a form similar to that attached.

NORQUEST COLLEGE
CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, A.D. 2012.

BETWEEN: **THE BOARD OF GOVERNORS OF NORQUEST COLLEGE**

and

_____ (the "Consultant").

THE PARTIES AGREE AS FOLLOWS:

1. **Agreement to Provide Consulting Services** - Throughout the term hereof, the Consultant agrees to perform, provide and supply to and for NorQuest those consulting services described in Schedule "A" hereto (the "Consulting Services"), of the description, at the times and places and in accordance with the requirements and specifications set out in Schedule "A".
2. **Term** - Subject to earlier termination as provided hereunder, the term of this Agreement shall be for a period of _____ year(s)/month(s) commencing _____, 20____, and ending _____, 20____, or as otherwise specified in Schedule "A". In the event that this Agreement has been executed after the commencement of the said term, the provisions hereof shall be deemed retroactive to such commencement.
3. **Authorized Personnel** - In the course of providing the Consulting Services hereunder, the Consultant acknowledges that only the following persons are authorized to give instructions and directions to the Consultant and to receive confidential advice and information from the Consultant:
 - a. _____
4. **Fees and Payment** - In consideration of the Consulting Services, NorQuest shall pay to the Consultant the fees and prices set out in Schedule "A". Without limitation to the other provisions of this Agreement, and except as may be expressly stipulated otherwise in Schedule "A", the Consultant shall be responsible for all expenses incurred by the Consultant in connection with the performance of the Consulting Services, including but not limited to all third party charges, supplies, utilities, travel, transport, salaries, fuel, permits, application fees, and office expenses and the Consultant shall be solely responsible for the payment thereof and shall make such payments when due. Unless otherwise stipulated in Schedule "A", payment for the Consulting Services hereunder shall be due thirty (30 days) following receipt of invoice.
5. **NorQuest's Best Interests** - At all times the Consultant will honestly and diligently perform the Consulting Services hereunder in good faith with a view to the best and exclusive interests of NorQuest and the Consultant shall, in the provision of the Consulting Services, exercise the professionalism, care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
6. **Honest Dealing** - The Consultant represents and warrants that if and to the extent that the within Agreement is the result of any verbal or written presentations, proposals or negotiations to or with NorQuest (the "Presentations"); (i) all statements and representations of fact made by the Consultant in, or during the course of, the Presentations were true and accurate; (ii) all opinions expressed by the Consultant therein or in the course thereof were genuinely held; and (iii) there were, in or in respect of the Presentations, no omissions, misstatements or understatements of any material facts or matters which if known to NorQuest might reasonably be expected to have materially influenced the decision of NorQuest to enter into this Agreement upon the within terms or at all. The Consultant acknowledges that in entering into this Agreement and in the Consultant's performance thereof, NorQuest was and is necessarily reliant upon the good faith of the Consultant and agrees that a duty of good faith on the part of the Consultant is owed to NorQuest.

7. **Consultant's Personnel** - The Consultant shall perform the entirety of its services through the services of _____ and shall only use such other agents, employees, advisors, consultants and other personnel as are approved in writing by NorQuest.
8. **Consultant Only** - Except to the extent, if any, expressly stipulated in Schedule "A", the Consultant is to provide advice and consulting services only and has, and shall exercise, no decision making responsibility or managerial or executive authority over or in respect of NorQuest's affairs whatsoever and the Consultant shall not expressly or impliedly hold out to any person, including without limitation any employee or contractor of NorQuest or any member of the public, that the Consultant has any authority whatsoever to make decisions on NorQuest's behalf.
9. **Disclosures** - Without limitation to paragraph 3 the Consultant shall fully and promptly disclose to NorQuest all conflicts of interest and all other information in the knowledge of the Consultant, whether presently known or hereinafter acquired, which could reasonably be expected to influence NorQuest's decision to follow, rely upon, abide by or implement the Consultant's advice.
10. **Necessary Skills** - The Consultant represents and warrants that it has all the experience, expertise, qualifications, licensing, training and knowledge required to perform Consulting Services of a high quality and to perform them (and the Consultant covenants that it shall perform them) fully, promptly, lawfully, professionally, competently and without undue risk of injury or loss, financial or otherwise, to NorQuest or its students or employees themselves or to others.
11. **Confidentiality** - All advice, reports, findings and other information given by the Consultant to NorQuest, or learned or determined by the Consultant, in the course of providing the Consulting Services hereunder, together with all information provided to the Consultant by, or on behalf of, NorQuest in connection with the Consulting Services including, as applicable, student records, employee records, security information, access codes, business plans, strategic and planning information, lobbying strategies and fund raising strategies, and whether expressly stated to be confidential in nature or not, and whether in electronic, written or other form, shall be kept in strict confidence by the Consultant (and, without limitation, its employees and contractors) and only released to those persons within or without NorQuest who NorQuest, through its properly authorized personnel, has advised the Consultant is authorized to receive the same.
12. **Non-Appropriation** - The Contractor acknowledges that the College is funded as a non-governmental entity, and the Contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the College's obligations under this Contract, then this Contract shall automatically expire without penalty to the College thirty (30) days after written notice to the Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the College shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects its operations. In the event of a change in the College's statutory authority, mandate and mandated functions, by provincial legislative or regulatory action, which adversely affects the College's authority to continue its obligations under this Contract, then this Contract shall automatically terminate without penalty to the College upon written notice to the Contractor of such limitation or change in the College's legal authority.
13. **Termination by NorQuest** - If (a) the Consultant breaches or otherwise defaults in performing or observing any of its obligations under this Agreement, or (b) any other agreement to which NorQuest and the Consultant are party is terminated due to the Consultant's breach thereof or due to any event of the type contemplated in subparagraph 12(d) hereof, or (c) a receiver, receiver manager, trustee or other official shall take control of any of the Consultant's business or assets, or (d) in the opinion of NorQuest, the continuation of this Agreement places the person, property, confidentiality, reputation or financial well being of NorQuest or NorQuest's staff or students or of the general public in jeopardy; then NorQuest may, without further notice, terminate this Agreement. Without limitation to the foregoing, if the Consultant should, in the opinion of NorQuest, fail to provide Consulting Services of an overall quality (including timeliness) deemed sufficient by NorQuest and shall fail to



remedy such deficiency within ten (10) days after written warning to do so, NorQuest may, whether or not it can demonstrate any breach of the other provisions hereof, terminate this Agreement without further notice to the Consultant. In any and all events NorQuest may terminate this Agreement, without cause, upon thirty (30) days notice to the Consultant.

14. **Termination by the Consultant** - In the event that NorQuest defaults in making payment of the fees required to be paid hereunder at the times stipulated hereunder and NorQuest has not remedied such default within thirty (30) days of written notice from the Consultant, the Consultant shall have the option to terminate this agreement or suspend the provision of Consulting Services hereunder until such default has been remedied.
15. **Insurance** - Unless waived in writing by NorQuest, the Consultant shall, at its cost, obtain and maintain in full force and effect for the duration of this Agreement general public liability insurance in a form satisfactory to NorQuest from a reputable insurance company in the minimum amount of five million dollars (\$5,000,000) per occurrence or such greater or lesser amount as NorQuest may require or permit. Upon request from NorQuest, the Consultant shall provide a certified copy of the insurance policy to NorQuest.
16. **Notices** - Any notice required or permitted to be given hereunder shall be validly given if served, mailed, telecopied or electronically mailed to the respective addresses set out beneath the respective signatures of the parties below. Notice served by prepaid registered mail upon either party to such addresses shall be deemed received five clear business days after posting. Notice served by any other means shall be effective upon actual receipt. Either party may change its address for service upon notice to the other.
17. **Schedules** - Schedule "A" "Description of Consulting Services and Fees" and Schedule "B" "Standard Terms for the Provision of Consulting Services" form an integral part of this Agreement and all representations, warranties and covenants given in the main body of this Agreement are in addition to and not in replacement of the provisions of Schedule "B".

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the date first above written.

**THE BOARD OF GOVERNORS OF
NORQUEST COLLEGE**

Per: _____

Address for Notices Procurement and Contract Services
10215 – 108 Street
Edmonton, AB T5J 1L6
Facsimile: 780-644-5930

THE CONSULTANT

Per: _____

Address for Notices _____

Facsimile: _____

SCHEDULE "A"

Description of Consulting Services and Fees

Services:

The Consultant will provide consulting services and advice to NorQuest as follows:

[SOW to be added]

Fees

- a) NorQuest shall pay to the Consultant a fee of
- b) The Consultant shall expend its time efficiently. All time recorded by the Consultant for any particular service or aspect thereof shall not in any event exceed what is reasonable.
- c) Fees shall be invoiced and all invoices shall be due thirty (30) days after receipt by NorQuest.
- d) All billing shall contain a detailed and itemized description of the services provided. Upon request the Consultant shall provide such further and better particulars concerning the services performed and the time recorded in respect thereof as NorQuest shall from time to time reasonably request. The Consultant shall not bill for the time expended in billing accounts or in providing further or supporting information in connection therewith.
- e) Further charges, disbursements and other expenses may not be billed for unless expressly authorized by NorQuest in writing beforehand.
- f) Payment by NorQuest of any particular statement of account is not an admission that the amount paid was properly owing nor shall such payment of itself constitute acceptance of the services provided or the quality or sufficiency thereof or the amount charged therefore and NorQuest shall at all times remain free to question any account, seek repayment therefore or make any other claim in respect thereof as it deems appropriate.
- g) In no event shall NorQuest be obliged to pay any amount that exceeds what is reasonable given the nature and quality of the services provided.

SCHEDULE "B"

Standard Terms for the Provision of Consulting Services

1. **Definitions** - In this Agreement: (i) **"Agreement"** means this Agreement inclusive of its schedules, (ii) **"NorQuest Persons"** means NorQuest , its members, officers, directors, employees, contractors, agents, students and volunteers; (iii) **"Contractor"** means the Consultant, (iv) **"Contracted Services"** means the Consulting Services described in the agreement to which this Schedule is attached and which are to be supplied and provided by the Contractor there under, (v) **"Developed Product"** means all works, writings, creations, inventions, techniques, improvements, methods, software programs, designs and other original works, and all creations in the nature of intellectual property, including without limitation all other creations of a nature capable of protection under patent, trade mark or copyright legislation, developed or created by the Contractor in the performance of the Contracted Services and any and all moral rights and copyright which may subsist or exist in the same and any and all drawing, specifications, source codes, algorithms, derivatives evidencing or comprising the same and all summaries, derivative and copies of the same, and all enhancements and versions of the same and (vi) **"Sensitive Information"** means and includes all information of a confidential nature, whether in electronic, written or other form, including without limitation: student, provider or employee records; security infrastructure of NorQuest ; source codes, software and other intellectual property owned by or licensed to NorQuest ; financial or other business records, third-party business confidences, information concerning planned policies or proposals involving NorQuest or any other information, including personal information, pertaining to any NorQuest Persons or NorQuest 's finances, operations or intellectual property.
2. **Quality of Services** - The Contractor represents and covenants to and with NorQuest that: (i) the Contractor and its employees and permitted contractors have all equipment, expertise, knowledge and training required to perform the Contracted Services skillfully, competently, safely and without danger to themselves or to others; (ii) the Contractor and its employees and permitted contractors shall perform the Contracted Services skillfully, competently, safely and without danger to any persons or property whatsoever; (iii) the Contractor and its employees and permitted contractors shall honestly and diligently perform the Contracted Services in good faith with a view to the best and exclusive interests of NorQuest and at all times exercise the professionalism, care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; (iv) the Contractor shall hire, train, maintain, utilize and properly supervise sufficient, qualified and competent personnel to carry out its duties hereunder; (v) the Contractor shall obtain, comply with and satisfy all such licensing, approvals, consents and legislative and regulatory approvals as may be required by any governmental or other authority having jurisdiction over the Contractor's operations; (vi) when so directed by NorQuest , and except as otherwise stipulated in this Agreement, the Contractor shall only use equipment, goods or products which have been approved by NorQuest , such approval not to be unreasonably withheld provided however that it is understood and agreed that nothing herein shall absolve the Contractor from making prudent selections of such equipment, goods or products and from giving NorQuest prudent advice with respect to NorQuest 's approval of the same; and (vii) if and to the extent required and applicable, all goods and products to be provided or delivered hereunder shall contain, and shall contain unrestricted licenses to NorQuest to use, all software and other intellectual property required for the normal and lawful operation of any such goods and products in accordance with the requirements hereunder.
3. **Standards** - The Contractor agrees that it shall at all times (i) keep and maintain its equipment, vehicles and personnel in a clean, safe, and tidy condition and generally in such condition as shall meet the reasonable requirements and directions of NorQuest as established from time to time; (ii) if the Contractor or its employees or contractors come into contact with any NorQuest Persons, deal with such persons in a reputable, honest, courteous, non-offensive, fair and businesslike fashion and shall, as applicable, honour all commitments, verbal or otherwise, if any, made by them to such NorQuest Persons; (iii) provide the Contracted Services in accordance with high industry standards as to quality with the intent that the Contracted Services will meet or exceed all reasonable requirements of NorQuest (and its NorQuest Persons, as applicable) on an efficient and competitive basis; (iv) use its best efforts to achieve the reasonable performance standards established from time to time by

NorQuest (after consultation the Contractor); (v) disclose conflicts of interest as required under, and generally to abide by, NorQuest's conflict of interest policies as in effect from time to time; and (vi) generally conduct itself in such a fashion as to positively promote and preserve a reputation associated with NorQuest consistent with reputability, high ethics, competence, good quality, and integrity. A performance review will be conducted by NorQuest periodically to ascertain whether the Contractor is complying with performance standards and the Contractor shall, if such performance review is not satisfactory to NorQuest, use its best efforts to immediately improve its performance to achieve the performance standards.

4. **Comply with Laws** - Without limitation to the foregoing, the Contractor shall at all times comply with all federal, provincial and municipal laws, and all rules and regulations of any duly constituted authority, affecting or in any way relating to the Contractor's business and activities, including without limitation, laws and regulations pertaining to licensing, public health, human rights, fire safety, employment practices and occupational health and safety.
5. **Deficiencies** - Any deficiencies in the Contracted Services shall be rectified promptly and entirely at the Contractor's expense.
6. **Goods Supplied** - The Contractor represents and warrants to NorQuest that all goods supplied in the provision of the Contracted Services (if any): (i) shall be free of defects, shall be of good and merchantable quality and shall be fit for the purpose intended; (ii) shall, as required, be supplied to NorQuest with complete and accurate instructions pertaining to use and safety; (iii) when properly used (and in accordance with any instructions provided), shall be safe and shall not present a danger to any persons or property; (iv) where applicable, have been approved for use in Canada by the Canadian Standards Association and by any other authority having jurisdiction; (v) shall, as applicable, be transferred to NorQuest free and clear of all charges and encumbrances whatsoever; and (vi) that their sale, resale, use, lease or distribution to NorQuest hereunder otherwise complies with all applicable laws and regulations throughout Canada and does not offend the patent or proprietary rights of any person.
7. **Food and Consumables** - Without limitation to paragraph 6 of this Schedule, the Contractor represents and warrants to NorQuest that all food products, beverages and other consumables goods sold or supplied to, or used in the provision of services hereunder shall be safe for consumption and of a good quality.
8. **Use of NorQuest Assets** - If and to the extent that the provision of the Contracted Services requires the occupation, possession or other use of NorQuest's premises, equipment or other assets, the Contractor shall not occupy, possess or make use of the same except as expressly permitted by NorQuest hereunder and in any event for no purpose other than the provision of the Contracted Services. Without limitation to the foregoing, the Contractor shall not suffer or permit the same to be used for any unlawful purpose or activity or suffer or permit any lien or encumbrance to be made against the same. Without limitation to paragraph 25 of this Schedule, the Contractor shall fully indemnify and save harmless NorQuest and other NorQuest Persons from and against any and all claims, loss or damage of, against or to such property during, or in the course of, such occupation, possession or use, however caused (other than through the negligence of NorQuest itself).
9. **Supply Shortages** - Subject to any contrary commitments agreed to by the Contractor prior to the date of this Agreement and previously disclosed to NorQuest in writing, in the event of a shortage of labour or other supplies or other circumstance which prevents the Contractor from satisfying requests for services from all of its customers within the times requested, the Contractor shall prefer NorQuest and, in particular, shall fully supply NorQuest with its requirements before supplying other customers.
10. **Set Off** - All monies payable by NorQuest to the Contractor shall be paid without set off save where the Contractor is in breach hereof or where NorQuest is otherwise entitled to claim indemnity or other compensation from the Contractor in which event NorQuest may set off the amounts of its entitlements, or NorQuest's estimate thereof, as against any monies payable to the Contractor.

11. **Non-Exclusive Service** - The Contractor shall be entitled to provide services to other parties provided that the provision of such other services does not, in NorQuest's opinion, conflict with the Contractor's obligations to NorQuest hereunder and do not in any other manner adversely impact upon the quality, quantity or timeliness of the Contracted Services to be provided herein and provided further that, in the event of conflict, NorQuest's requirements are given first priority.
12. **Hours and Location of Service** - Unless as may be otherwise stipulated in this Agreement, the Contractor may perform its services during such reasonable hours and may work from such locations as are sufficient to adequately meet its obligations hereunder. The Contractor shall be responsible for providing such of its own overhead, office space, equipment, vehicles, staffing and materials as may be necessary for the performance of its services hereunder without further charge or fee to NorQuest and no additional fees or reimbursements shall, without prior express arrangement of NorQuest, be payable. In the event that NorQuest shall permit the Contractor to make use of NorQuest's own facilities from time to time, it is understood and agreed that such permission is at all times revocable at NorQuest's discretion.
13. **Status of the Contractor** - The Contractor is an independent contractor and is not a partner, legal representative, employee or agent of NorQuest for any purpose whatsoever. The Contractor shall have no authority to, and agrees that it will not make, any warranties or representations, enter into any contracts, assume or create any obligations, or make any commitment or commitments, on behalf of NorQuest without the prior express written consent of NorQuest. In the event that any third party, including any governmental authority, shall allege that the Contractor or any of its subcontractors, agents or employees are employees of NorQuest, or that NorQuest is vicariously liable for the actions of the Contractor or any of its subcontractors, agents or employees, the Contractor agrees to fully indemnify and save harmless NorQuest from and against any and all costs and expenses, including solicitor client costs, in defending against such allegation and from and against any and all judgments, assessments, reassessments, fines, penalties and other claims levied or obtained against NorQuest in consequence of such allegations.
14. **No-Hire** - During the term of this Agreement and for a period of twelve (12) months afterwards, the Contractor shall not directly or indirectly (a) induce any employee or independent contractor of NorQuest or its contractors to leave the employment or service of NorQuest or (b) induce any employee or independent contractor of NorQuest to take up employment or service with any other person while such employee or independent contractor is in the employment or service of NorQuest or for a period of twelve (12) months thereafter.
15. **Variation of Terms** - Any changes in the fees, services, obligations or other terms hereof that may be agreed upon from time to time shall not affect the application or binding effect of the balance of this Agreement.
16. **Release** - NorQuest shall not be liable for any death, injury or damage to the persons or property of the Contractor or of its officers, employees, agents or contractors, except where such damage, loss or injury has resulted from the proven negligence of NorQuest, its agents, or employees. Without limitation to the foregoing, NorQuest shall not in any event be liable to the Contractor for any consequential damages or third party liabilities. In any and all events, no facts, acts, omissions, circumstances or states of affair (collectively "Actionable Occurrences") shall be alleged or claimed upon in, or as the basis for, any action or counterclaim in tort (including negligence), breach of contract or any other cause as against NorQuest or, without NorQuest's written consent, as against any other NorQuest Person unless, and except only to the extent that, the Contractor has notified NorQuest of such Actionable Occurrences and the intention to claim upon them, in writing no more than one hundred eighty (180) days after the date of such Actionable Occurrence (even if the same are not discovered or discoverable until after the expiration of such time and even if NorQuest otherwise had actual and previous knowledge of the same) and the Contractor hereby releases NorQuest from any claims arising from Actionable Occurrences not so notified to NorQuest within such time. In any and all events, but without limitation to the foregoing, NorQuest's liability to the Contractor for any cause or reason whatsoever, other than for the payment of fees hereunder, shall be limited to the sum of one thousand dollars (\$1,000.00).

17. **Actions of Students and Others** - Without limitation to paragraph 16 of this Schedule, the parties agree that NorQuest will not be liable to the Contractor, upon any grounds whatsoever, for any loss, damage or liability (including third party liability) expended, suffered or incurred by the Contractor by reason of or arising out of any act or omission of any student of NorQuest during the term of this Agreement unless the wrongful aspects of such acts or omissions were committed at the express, specific and proximate direction of NorQuest .
18. **Employees** - The Contractor shall hire or provide from its employees such managers, supervisors and workers as are required to perform the Contracted Services hereunder and shall be solely responsible for, and shall pay when due, all wages, benefits, safety programs, Workers' Compensation, source deductions and payroll administration associated with such employees and, without limitation shall be responsible for the supervision, selection, training and dismissal (with proper notice or payment in lieu) of any and all such employees.
19. **Intellectual Property** - The Contractor acknowledges and agrees that it shall not acquire any rights to any good will, trade-mark, copyright or other form of intellectual property owned by NorQuest. The Contractor shall not use the trade-marks or logos of NorQuest in any manner except that the Contractor may identify itself as the independent contractor of NorQuest in a form and manner permitted in writing from time to time by NorQuest. All Developed Product are and shall be the property of NorQuest (and are hereby assigned to NorQuest) and all moral rights in the same are hereby waived. Upon the completion of the Contracted Services, the Contractor shall deliver up to NorQuest any and all of the drawings, specifications, models, source codes and copies of or relating to the Developed Product in whatever form they may be found to exist whether they are printed, electronically stored, or exist in any other form whatsoever.
20. **Confidentiality** - The Contractor and each of its employees and contractors shall keep all Sensitive Information strictly confidential and shall not disclose or release such information or any portion thereof to any person whatsoever, except to NorQuest and except as may be required at law. Without limitation to the foregoing, the Contractor shall, if requested by NorQuest, execute and deliver NorQuest's standard vendor confidentiality agreement with such variations thereto, if any, as NorQuest reasonably determines are advisable having regard to the nature of the Contracted Services. The Contractor further agrees as follows:
- a) In the event that:
 - i) inadvertently or otherwise, the Contractor obtains or gains access to any Sensitive Information that was not required for the performance of this Agreement,
 - ii) sensitive Information in any form that the Contractor once had in its possession or control is lost, or stolen or is otherwise acquired by a third party without the consent of NorQuest , or
 - iii) the Contractor has reasonable cause to believe that trespassers, "hackers" or any other third party has, by theft, through electronic means or otherwise, gained access to Sensitive Information without the consent of NorQuest ,then the Contractor shall **promptly so advise** NorQuest and, if requested, provide a written report concerning such incident in such detail as NorQuest shall reasonably require.
 - b) Where, having regard to the nature of the Contracted Services, NorQuest deems it practical and appropriate, the Contractor may be required to, and in such event shall, promptly advise NorQuest in writing of each occasion that the Contractor accesses NorQuest's electronic files, records or systems outside of normal business hours or from any off site location and shall not in any event do so without prior authorization.
 - c) Sensitive Information shall not in any form or by any means, electronically or otherwise, be removed from NorQuest's premises without its express consent.
 - d) Upon request of NorQuest, or, in any event, upon termination or expiry of this Agreement, the Contractor shall promptly return to NorQuest any and all Sensitive Information and any and all copies, abstracts, summaries or derivations thereof, and in whatever form, written, electronic or otherwise that are in the Contractor's possession or control.
 - e) The Contractor's obligations of confidentiality hereunder as they pertain to Sensitive Information continue after termination of this Agreement.

21. **Enforcement/Injunctions** - The Contractor agrees that in the event that the Contractor contravenes this Agreement or any portion hereof or shall engage in any activity which, on the face of it, contravenes this Agreement (including, without limitation, paragraphs 14 or 20 of this Schedule) the Contractor acknowledges and agrees that damages alone would be an insufficient remedy and that interim and permanent injunctions would (without limitation to any claim for damages) be an appropriate remedy. The Contractor further agrees that if NorQuest seeks such an injunction, whether on an interim basis or otherwise, the Contractor will waive any entitlement to require an undertaking as to damages and releases NorQuest from any damages resulting from such injunction.
22. **Incident Reporting** - In performing the Contracted Services, the Contractor shall immediately report to NorQuest, by telephone, any breach of this Agreement or any occurrence or situation that is or has been harmful or could be potentially harmful to any person or property or that may delay the completion or that may impair the quality of any of the Contracted Services, and promptly and accurately complete and submit to NorQuest written reports that may be reasonably requested by NorQuest or its insurer relating to same.
23. **Risk** - All goods supplied by the Contractor hereunder shall be entirely at the risk of the Contractor until such time as possession of such goods has been delivered over to NorQuest. Where the goods of NorQuest or of any other NorQuest Person come into the possession of the Contractor during the performance of this Agreement, all such goods shall be entirely at the risk of the Contractor from the time the Contractor takes possession of the same to the time that possession of such goods has been delivered over to NorQuest or such NorQuest Person, as the case may be, and the Contractor shall hold NorQuest and other NorQuest Persons harmless from and against any claims arising out of the damage to the same, however caused, save where such losses have been proven to be caused by the negligence of NorQuest or such NorQuest Person.
24. **Security** - The Contractor acknowledges that NorQuest is in a uniquely vulnerable and sensitive position in respect of any actual or perceived risk of harm to the person or property of NorQuest or any of its employees or students and consequently agrees that where NorQuest in its unfettered discretion determines that any employee, contractor or other representative of the Contractor charged with any task or responsibility in the carrying out of the Contractor's duties hereunder has engaged in (or, with or without definitive proof, has been perceived to have been engaged in or at risk of engaging in) practices or behaviors deemed offensive by NorQuest including, without limitation, practices involving harassment, bullying, the issuance of verbal or implied threats, the violation of laws or regulations or acts of dishonesty, such employee, contractor or other representative will be replaced by the Contractor at the request of NorQuest. In any request to replace any such employee, contractor or representative it shall not be necessary for NorQuest to give any cause or explanation for its request.
25. **Indemnity** - The Contractor shall indemnify and save harmless NorQuest and other NorQuest Persons from and against any and all direct and consequential losses, expenses (including legal expenses on a solicitor and client basis) and claims (including claims brought by third parties) suffered, brought or incurred as a result of: (i) any breach by the Contractor of this Agreement, (ii) any deficiencies in the Contracted Services or the performance thereof; (iii) any harm or loss of or to the property of NorQuest or of others as a result of, or arising out of, the Contracted Services or the performance thereof; (iv) any debt, charge or liability owed by the Contractor to a third party, including any governmental agency or other third party; or (v) the negligence or any other wrongful act of or by the Contractor or any assignee, agent, contractor, or employee of the Contractor.
26. **Continuing Obligations** - Any reference in this Agreement to termination whether by expiry, unilateral termination or otherwise shall be read as preserving all rights, obligations and liabilities existing, arising, accrued or accruing at or prior to the time of such termination. Without restricting the generality of the foregoing, paragraphs 5, 14, 16, 19, 20, 25 and 29 of this Schedule shall survive the termination of this Agreement.
27. **Assignment/Sub-contractors** - The Contractor may not assign this Agreement without the express written consent of NorQuest which said consent may be arbitrarily withheld. Except as may be otherwise expressed in the

Agreement, sub-contractors may not be used in the provision of Contracted Services without NorQuest's prior written consent.

28. **Non-Waiver** - Any waiver or condonation by NorQuest of any default or breach by the Contractor shall not operate as or in any way constitute a waiver or condonation of any subsequent default or breach hereunder.
29. **Holdover** - In the event that the Contractor continues to provide Contracted Services after the expiry of the said term with the agreement or acquiescence of NorQuest, the terms of this Agreement shall continue to apply to such goods and services except that, unless and until NorQuest expressly agrees otherwise in writing, there shall be no implied extension of the said term and any of NorQuest's obligations hereunder shall be terminable at will and without prior notice.
30. **Force Majeure/Disasters** - Where due to inclement weather, natural disasters, fires, civil unrest, acts of war or terrorism, outbreaks of disease, acts of God or other causes ("Events of Disaster"), it becomes unsafe or impractical to complete or perform the terms hereof, the provision of the Contracted Services herein may be terminated or suspended by NorQuest without penalty or liability for further fees.
31. **Budgetary Changes** - The Contractor acknowledges that NorQuest is a publicly funded institution reliant upon the funding policies and procedures of governments and agrees that in the event that any change in legislation, regulations, grants, funding amounts, funding policies, expenditure directives or restrictions, or other occurrence of a legal or financial nature beyond the control of NorQuest shall, in the reasonable and bona fide opinion of NorQuest make the continuation of the within agreement upon the prices or terms herein contained unlawful, economically unfeasible or otherwise inadvisable or imprudent, NorQuest shall be at liberty to terminate this Agreement upon no less than sixty (60) days notice to the Contractor and the term hereof shall end on such date in all respects as though such date had been the termination date originally agreed to hereunder.
32. **Freedom of Information** - Copies of all documents and records (other than internal financial information) in whatever form, prepared by the Contractor in the course of carrying out the terms of this Agreement, shall be provided to NorQuest upon demand. All such documents are subject to disclosure if and as required under the Alberta Freedom of Information and Protection of Privacy Act. As between the Contractor and NorQuest, NorQuest is the sole arbiter as to whether this Agreement or any of the documents or other information provided to NorQuest pursuant to this Agreement (or any portions thereof) is confidential. Unless NorQuest has determined that the same is confidential, the Contractor irrevocably consents to the release of the same in response to any application made under the Alberta Freedom of Information and Protection of Privacy Act or other applicable legislation. This clause is subject to any overriding legislative prohibitions that cannot be overcome by the consent and agreement contained in this paragraph.
33. **Amendments** - No amendment, waiver or variation of this Agreement or any portion hereof may be made by implication, conduct or oral agreement it being understood and agreed that the terms of this Agreement may only be amended, waived or varied by agreement in writing duly executed by all parties hereto in the same manner this Agreement is executed.
34. **Interpretation** - Any obligation of the Contractor hereunder shall be read so as to extend to every employee, officer and contractor of the Contractor, whether expressly stated or not, so that any act of such employees, officers or contractors shall, for the purposes hereof, be deemed to be an act of the Contractor. Nothing in this Agreement lessens NorQuest's rights and entitlements under common law. If any paragraph (or sentence, clause or other portion thereof) in this Agreement is unenforceable for any reason (including uncertainty) then such provision may at NorQuest's option be severed and the rest of this Agreement shall be of full force and effect and generally, but without limitation to the forgoing, any portion or portions of such paragraph, sentence, clause or portion may be deleted by NorQuest at any time if so doing is required to preserve the enforceability of the remainder of such paragraph, sentence, clause or portion. The headings used herein are for convenience only and shall not be used in interpretation. This Agreement shall be interpreted in the manner most beneficial to the

interests of NorQuest. This Agreement contains the entirety of any representations, warranties or covenants by or on behalf of NorQuest pertaining to the subject matter hereof and any others not expressed herein, whether in writing or not, are disclaimed and released by the Contractor along with any claims, in tort or otherwise, against any NorQuest Person in consequence of any such representation, warranty or covenant. The individual clauses in this Agreement and its Schedules shall be construed independently and, whether expressly so stated or not, the interpretation of one clause shall not limit any of the rights and protections given NorQuest under any other clause. As regards all of the Contractor's obligations, time is of the essence hereof. This Agreement shall be binding upon and enure to the benefit of NorQuest and the Contractor and their respective heirs, executors and permitted assigns.

35. **Governing Law** - The local domestic laws of the Province of Alberta (the United Nations Convention on the International Sale of Goods not to apply) shall govern and apply to this Agreement and the performance hereof and to any acts or occurrences happening in or as a result of the performance of this Agreement and to any other circumstance or event occurring between the parties or between any NorQuest Person on the one part and the Contractor or its employees or contractors of the other part during the term of this Agreement, and each party hereto hereby attorns to the jurisdiction of the Courts of the Province of Alberta.