



**THE REGIONAL MUNICIPALITY OF NIAGARA**

**REQUEST FOR PROPOSAL**

**OFF-SITE STORAGE AND RETRIEVAL OF NIAGARA REGION'S CORPORATE RECORDS**

**PROPOSAL NUMBER: 2016-RFP-48**

**ISSUE DATE: NOVEMBER 10, 2016**

**CLOSING LOCATION:**

**THE PURCHASING OFFICE  
THE REGIONAL MUNICIPALITY OF NIAGARA  
CAMPBELL WEST BUILDING  
1815 SIR ISAAC BROCK WAY  
(Formerly, 2201 ST. DAVID'S ROAD)  
THOROLD, ONTARIO, L2V 4T7**

**CLOSING DATE AND TIME:**

**WEDNESDAY DECEMBER 7, 2016  
2:00 P.M. LOCAL TIME**

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(All Being Part of This Request for Proposal)

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**BID IRREGULARITIES**

**RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS**

	<b><u>IRREGULARITY</u></b>	<b><u>RESPONSE</u></b>
1.	Late Bids.	Automatic rejection. Returned unopened to the bidder.
2.	Unsealed Envelopes.	Automatic rejection.
3.	<b>Insufficient Financial Security</b>	
	A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).	Automatic rejection.
	B) Amount of financial security is insufficient:	Automatic rejection.
	i. Amount of security is expressed as a percentage of the total bid sum.	Automatic rejection, unless in the opinion of Procurement and Strategic Acquisitions and Legal and Court Services, the insufficiency in the financial security is de minimus (trivial or insignificant).
	ii. Amount of security is expressed only as a dollar figure.	Automatic rejection.
	C) i. Name or signature of Supplier is missing or incomplete.	Automatic rejection.
	ii. Seal of Supplier is missing or incomplete.	Two (2) working days* to obtain missing or incomplete items.
	D) Name, signature, or seal of bonding company is missing or incomplete.	Automatic rejection.
	E) Failure to provide a letter of agreement to bond (if required).	Automatic rejection.
4.	<b>Bid Document – execution</b>	
	A) Bids completed in erasable medium.	Automatic rejection.
	B) i. Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.	Automatic rejection.
	ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.	Two (2) working days* to obtain original signature.
	C) Form of Proposal missing or incomplete.	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
	D) Form of Quotation or Tender missing	Automatic rejection.

<b><u>IRREGULARITY</u></b>		<b><u>RESPONSE</u></b>
	or incomplete.	
E)	Signature of witness, if required, missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection.
F)	Date of Bid missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
6.	Document, in which all necessary Addenda have not been acknowledged.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions or, if stated in the Bid Solicitation, automatic rejection.
7.	Failure to attend mandatory site visit (if required).	Automatic rejection.
8.	Bid received on documents other than those provided in the Bid Solicitation.	Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.	Automatic rejection unless, in the opinion of Procurement and Strategic Acquisitions and Legal and Court Services, the incomplete nature is trivial or insignificant.
10.	Mathematical errors.	Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.
11.	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection
12.	Bids containing minor obvious clerical errors.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.
13.	Any other irregularities.	The Director of Legal and Court Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.

\* Where "working days" specified, this is from the hour the Bidder is notified by Corporation staff of the irregularity

## **DEFINITIONS**

The following definitions will apply (if applicable).

**“Addendum” Or “Addenda”** means a document or documents issued by The Regional Municipality of Niagara as a supplement to this Request for Proposal that corrects errors, explains inconsistencies, provides clarification or responses to questions submitted by Proponents or otherwise details or updates information provided in the Request for Proposal.

**“Award”** means authorization to proceed with the purchase of Goods and/or Services from a chosen Proponent.

**“Contract”** means a binding agreement between (2) two parties to provide Goods and Services to be executed between The Regional Municipality of Niagara and the Successful Proponent pursuant to the terms of the Request for Proposal.

**“Council”** means the Council of The Regional Municipality of Niagara.

**“Department”** means any Department of The Regional Municipality of Niagara including any division within a Department.

**“General Conditions”** mean the conditions which apply to the RFP as a whole and any subsequent contract and which the Proponent must adhere to during the Request for Proposal process and during the term of any Contract following an Award.

**“Goods and/or Services”** means all services and deliverables to be provided by a Successful Proponent as described in this RFP, issued amendments to the RFP or agreed to through final negotiations with the Proponent and includes without limitation, the Specifications and Scope of Work detailed in Section III of this Request for Proposal.

**“Irrevocable Period”** means the period of time commencing after the Closing Date/Time as detailed in the subsection titled “Irrevocable Period”, during which Proponents must keep their Proposal open for acceptance by The Regional Municipality of Niagara and during which they may not withdraw its Proposal. This period of time may be extended upon the written request of the Region, subject to the written acceptance by the Proponents.

**“Proponent”** means any individual or organization offering Goods and/or Services including but not limited to contractors, consultants, vendors and services organizations.

**“Proposal”** means an offer or submission from a Proponent in response to a Request for Proposal which is subject to acceptance or rejection by The Regional Municipality of Niagara.

**“Proposal Documents”** means all Documents listed under the subsection titled “RFP Contents” and any Addendum or Addenda.

**“Purchasing Services”** means that part of the Corporate Services Department responsible for purchasing all Goods and/or Services for The Regional Municipality of Niagara and can be contact at the address noted for the Purchasing Manager.

**“Request For Proposal” or “RFP”** means a public Request for Proposal by The Regional Municipality of Niagara made in accordance with Section 16 of the Procurement By-law and includes the Proposal Documents which form the RFP package in its entirety, inclusive of all Schedules and Addenda that may be issued by The Regional Municipality of Niagara.

**“Substantive Objection”** means a written objection provided to Purchasing Services from a bidder with respect to a bid solicitation giving specific reasons for the objection.

**“Successful Proponent”** means the selected Proponent that enters into the Contract

## INTRODUCTION

### Background

The Region employs approximately 3,000 people providing a range of services to citizens of the Niagara region. These services include water and wastewater services, waste collection and disposal, homes for the aged, regional roads, regional planning, public health, general social and employment assistance, children's services, social housing, and police services. The Region actively pursues opportunities to reduce the cost of its services to taxpayers while maintaining a high level of quality service.

The Region currently stores its inactive records in a commercial records centre. As of November 2016, the Region stored approximately 17,000 containers of records at the commercial record centre. The majority of records are housed in 1.2 cubic foot records cartons. Other forms of records storage include, but are not limited to, archival cartons, drawing tubes, flat files for maps and plans, microfilm and microfiche cartons. The Region holds approximately 3600 boxes of archival records, 7 boxes of microfilm, 6 boxes of DVDs, and 10 boxes of VHS tapes.

<b>Format of Records Storage</b>	<b>Approximate Volume at November 2016</b>
Records in 12.5" x 10" x 15.5" and 12.5" x 10.125" x 15.75" containers (1.2 cubic feet)	16,655
Records in 19.5 x 16 x 14 containers	53
Records in 25 x 11 x 5.5 containers	377
Records in 17 x 11 x 26 containers	57
Records in 26 x 22 x 48 containers	3
Records in 45 x 6 x 6 containers	4
GAFF Cabinets 60.5" x 28" x 46.5"	13
<b>Total</b>	<b>17,162</b>

Additionally, there are a number of boxes in the following sizes numbering approximately twenty (20).

- 2 x 19-1/4 x 13-1/4
- 3 x 15 x 11
- 2 x 24-1/2 x 1-1/4
- 3 x 18-1/2 x 14-1/2
- 3-1/4 x 17-1/4 x 11-1/2
- 12 x 6-1/8 x 4-1/8
- 15 x 22 x 2
- 12 x 7-3/4 x 5-1/2
- 6 x 14
- 40 x 18 x 6

The Region provides its services at over 97 buildings/locations throughout Niagara region. The Proponent must be able to provide records pickup and delivery services at all of the Region's facilities within time limitations. The most commonly served locations are:

1. 1815 Sir Isaac Brock Way, Thorold
  - Please note that this location includes multiple internal locations within the building to be serviced, although it is anticipated that most deliveries and pick-ups will be to the Information Management Services room in the Campbell East wing
2. 3 Cross Street, Welland
3. 277 Welland Ave., St. Catharines
4. 71 King St., St. Catharines
5. 1264 Garrison Rd., Unit 12, Fort Erie

Note: All charges must be per facility address. Multiple charges (e.g. delivery, etc.) per facility address are not allowed.

The following is a record of activity for Niagara Region's inactive records for the twenty-two month period ending on October 31, 2016. These numbers, although prepared using historical data, do not in any way constitute a commitment by the Region to the stated volumes, as there is no way to predict with certainty retrieval activity, growth, removal or destruction of records.

Type of activity	Jan 1, 2015 to October 31, 2016
New boxes transferred to the commercial record centre	2534
Boxes Destroyed	2049
Boxes Retrieved	3532
Boxes Returned	3436

The Region makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

**1. Intent of this Request for Proposal**

It is the intention of The Regional Municipality of Niagara (the "Region") to retain a qualified firm to provide off-site storage, retrieval and destruction services for the Region's corporate records, the Services described hereinafter.

The Successful Proponent will be required to enter into a contract with the Region for a term of five (5) years, with an option to extend, at the Region's sole discretion, for one further period of five (5) years, on the same terms and conditions save and except the pricing set out in the Schedule of Pricing which shall be negotiated between the Successful Proponent and the Region. The initial term of the contract will commence March 9, 2017.

**2. Date & Place for Receiving Proposal**

- a. All Proposals must be received by Purchasing Services, The Regional Municipality of Niagara, 1815 Sir Isaac Brock Way (formerly, 2201 St. David's Road), Thorold, Ontario no later than 2 p.m. local time, **Wednesday December 7, 2016** (the "Closing Date/Time")

Proposals received after this deadline will not be accepted and will be returned unopened to the Proponent. Please note that Proponents are solely responsible to ensure that their Proposals are received by the Purchasing Services Office on or before the deadline. Purchasing Services will not accept any Proposal after this deadline notwithstanding the reason for its late receipt.

- b. Please also note that, in the event of any question regarding the timely receipt of any Proposal, the time on the clock designated by Purchasing Services will absolutely prevail over any other time piece regardless of any discrepancies between the time on the Purchasing Office's designated clock and actual time.
- c. Bids will be opened for REGISTRATION OF BIDS RECEIVED only, at a public meeting at 2:15 p.m. local time, **Wednesday December 7, 2016**.

NO FURTHER INFORMATION WILL BE MADE AVAILABLE AT THIS TIME.

- d. A Proposal may be withdrawn unopened after it has been deposited, if such request is received in writing by the Purchasing Department, prior to the Closing Date/Time. Requests for withdrawal of a Proposal received after the Closing Date/Time will not be accepted. Withdrawal of a Proposal must be made in writing to the Purchasing Department and delivered by email, facsimile, registered mail, courier or in person. Any type of verbal request will not be considered. The withdrawal of a Proposal shall not preclude a Proponent from submitting another Proposal prior to the Closing Date/Time. Once opened, the Proposals become the property of the Region.

Note - Special accessibility accommodations and materials in alternative formats can be arranged by contacting the Niagara Region's Accessibility Coordinator at 905-980-6000 ext. 3252 or [accessibility@niagararegion.ca](mailto:accessibility@niagararegion.ca).

**3. Information Meeting**

N/A



#### 4. **Submission Requirements**

Proposals shall be submitted in two (2) envelopes addressed to Purchasing Services, at the address noted above, which clearly identifies the document(s) enclosed as a Proposal, gives note of the Proposal Number and the name and address of the Proponent.

**Envelope A** shall contain the Technical Proposal and the Form of Proposal

**Envelope B** shall contain the Financial Proposal

The Region bears no responsibility for any Proposals(s) which are lost, misplaced or are not considered as a result of failure to use these envelopes.

Adjustments by fax or letter to a Proposal already submitted will not be considered.

The Proposal Form must be properly completed and witnessed in the spaces provided on the Form and signed by the Proponent or responsible official of the firm bidding, and included in Envelope A.

#### 5. **Documentation**

Please provide sets as per the following:

- One (1) set to carry original signatures and be marked as "MASTER"
- Five (5) additional sets, photocopied and marked as "DUPLICATE".
- One (1) electronic version (example, CD or Memory Stick), to be included in Envelope B.

#### 6. **A) Proposal Information-Envelope "A"**

In addition to the Form of Proposal (Page 59), the Proponent's Technical Proposal shall include all items listed hereunder, and also include other considerations based on the Proponent's understanding of the project. The PROPOSAL REQUIREMENTS CHARTS, Section V, Specifications and Scope of Work, provide the Proponent with the information necessary to develop their response.

- (a) An executive summary of the Proposal describing in non-technical terms - the main features and benefits of the Proposal, and any limitations or conditions on the Proposal. (maximum 3 pages)
- (b) Corporate overview, **Appendix C**
- (c) Submit a minimum of two (2) references, similar in size and scope to the Niagara Region, based on the Proponent's past or current records storage, retrieval and destruction experience within the last three (3) years
- (d) A fully completed list of all of the numbered items in the **PROPOSAL REQUIREMENTS CHARTS**, Section V, Specifications and Scope of Work, with additional information to support the response;
- (e) Security Risk Questionnaire, **Appendix D**
- (f) Proponent shall outline their operations and policy for responsibility/compensation if records are destroyed or damaged and what insurance is in place to support this obligation.

Note: Proponents shall not include any details of pricing except in the sealed cost envelope.

## **B) Proposal Cost-Envelope "B"**

Submit the Schedule of Prices, **Appendix E** in envelope B.

Proponents must provide pricing on all Parts and on all items within each Part. Partial Proposal will not be accepted.

The Proponent shall note that the Region may not consider extra items once the Proposal envelope is opened.

Upset Limit: Once the Successful Proponent has been approved, minor revisions to the scope of the assignment may be negotiated. Where such work has been requested and approved by the Region, the Proponent shall submit proper documentation of any additional service to support invoices beyond the limit of the upset figure.

No invoice for Services rendered will be honored if that invoice puts the total cost of the job over the upset limit set out in the Agreement. If additional costs are to be incurred over the upset limit, the Proponent shall obtain written authorization from the Region to proceed with these additional costs prior to the additional charges being incurred. Further, the Region will not honour any work that was not authorized in accordance with Regional policy. Verbal authorization, regardless of the source, will not be honored in considering invoices. Any invoice received, that does not meet the above requirements, will be returned unpaid and no late payment charges can be claimed.

### **7. Prices Quoted**

Prices quoted shall be in Canadian funds.

### **8. Facility Inspection and Proponent Interview**

Members of the Region's evaluation committee will tour the facility(ies) at which each short-listed Proponent proposes to store the Region's records, including a sub-contractor if required. Proponents must provide a qualified person who will be available to answer any questions the Region may have.

See Section 35. Clarification of Submissions, Proposal Presentation and Proponent Interview

### **9. Additional Recommendations**

Proponents are encouraged to submit any value added recommendations for consideration by the Region.

In the event that a prepared Proposal does not precisely and entirely meet the requirements of this Request for Proposal, the Region reserves the right to enter into negotiations with the selected Proponent(s) to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

**10. Compliance**

Alternative Proposals may be considered however, any deviations to the Region's RFP document must be clearly defined and are subject to acceptance or rejection by the Region in its discretion. Absence of comment will be assumed to indicate full compliance. Proponents are encouraged to offer comments that clarify the content and intent of their Proposal.

**11. Joint Proposals**

In the event that a joint Proposal is submitted on behalf of two or more companies, the name and role of each partner in the joint Proposal must be clearly identified and the document signed by an authorized officer of each company.

If a joint Proposal is to be considered it will be necessary for one of the companies listed in the document to be named as the prime contractor and to accept responsibility for the level and quality of Service provided and coordinate Services as required by the Region.

**12. Withdrawal of Proposal**

A Proposal may be withdrawn unopened after it has been deposited, if such request is received in writing by Purchasing Services prior to the time specified for the opening of Proposals.

**13. Clarification**

It will be the Proponent's responsibility to clarify any details in question before submitting a bid. All official correspondence in regard to the specifications should be directed to and will be issued by, **Dana Greves, Purchasing Agent**, Telephone 905-980-6000 ext. 3497, Fax 905-682-8521, or Email [dana.greves@niagararegion.ca](mailto:dana.greves@niagararegion.ca), the Purchasing Office of the Regional Municipality of Niagara, 1815 Sir Isaac Brock Way, Thorold, Ontario. The Regional Municipality of Niagara bears no responsibility for any oral communication, instruction or suggestions.

Any questions must be received in writing no later than **noon, November 30, 2016**.

**14. Acceptance or Rejection of Proposals**

The Region reserves, in its total discretion, the right to:

- (i) accept or reject any Proposal for any reason whatsoever;
- (ii) accept or reject any Proposal if considered in its best interests;
- (iii) award to one or more Proponents;
- (iv) make public the names of any or all Proponents at any time;
  
- (v) request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponents and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal;
- (vi) assess a Proponent's Proposal on the basis of:
  - (a) information provided by references;
  - (b) the Proponent's past performance on previous contracts awarded by the Region;
  - (c) the information provided by a Proponent pursuant to the Region exercising its clarification rights under this RFP process; or
  - (d) other relevant information that arises during this RFP process;

- (vii) verify with any Proponent or with a third party, any information set out in a Proposal;
- (viii) check references other than those provided by any Proponent;
- (ix) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (x) disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (xi) select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Region or the highest score;
- (xii) cancel this RFP process at any stage;
- (xiii) cancel this RFP process at any stage and issue a new RFP for the same or similar work;
- (xiv) accept any Proposal in whole or in part; or
- (xv) reject any or all Proposals;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Region shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the Region exercising any of its express or implied rights under this RFP.

**15. Proposal Expiry Date**

Proponents hereby acknowledge that offers contained within their Proposal shall remain open for acceptance by the Region for a period of not less than one hundred and twenty (120) days from the Closing Date/Time established for Proposals.

**16. Award Announcement**

No announcement or Award is made until a written recommendation is prepared and approved in accordance to the Procurement By-law. The Award is also contingent upon the availability of approved funds.

**17. Progress Payments**

Payments will be made on a monthly basis.

**18. Billing**

Invoicing addresses and other billing information will be supplied to the Successful Proponent.

**19. Intent of Scope of Work**

It is the intent of the attached scope of work to describe specific details of Services required. It is the responsibility of the Successful Proponent to supply any service not described in the scope of work but which may be reasonably implied to discharge the scope of work covered in this Request for Proposal.

**20. Harmonized Sales Tax (HST)**

All base prices shall exclude HST. Payment under the Contract shall be subject to value added taxes in effect at the time of invoicing.

## 21. Insurance Policy

The Successful Proponent shall purchase and maintain at all times during the term of this RFP, or as otherwise set out in this RFP, the insurance coverage listed below:

### 1. Commercial General Liability Insurance

Commercial General Liability insurance for all services, operations, products and work as described in the Bid to a limit of not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence.

The policy will be extended to include:

- a) bodily injury, death and property damage;
- b) cross liability and severability of interest;
- c) blanket contractual;
- d) premises and operations;
- e) personal and advertising injury;
- f) broad form property damage;
- g) products and completed operations;
- h) owner's and contractors protective;
- i) non-owned Automobile to a limit of not less than TWO MILLION DOLLARS (\$2,000,000);

The policy shall be endorsed to:

- a) include the Region as an additional insured;
- b) and contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.

### 2) Automobile Insurance

- a) Automobile Insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000).
- b) Proof of automobile insurance will not be required if the Contractor provides a signed letter stating that they do not own or lease vehicles.

### 3) Professional/Errors and Omissions Liability

- a) Errors and Omissions insurance insuring the Licensee in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim.
- b) The coverage under the Errors and Omissions policy shall be maintained continuously during the term of this Agreement and for two (2) years after the termination or expiration of this Agreement and shall cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to render the Services. If coverage under the policy is cancelled within the two (2) year period after the termination or expiration of this Agreement, the Licensee shall provide the Region with notice within thirty (30) days of cancellation and shall be required to purchase an extended reporting endorsement to confirm that coverage is maintained.

### 4) Other Insurance

Any other type (e.g. Cyber & Privacy Liability Coverage, Property and Boiler and Machinery), form or as otherwise may be required from time to time as identified at any time by either party.

5) **Policy Requirements**

All policies of insurance shall:

- a) be written with an insurer licensed to do business in Ontario; and
- b) be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to the Region.

22. **Certificate of Insurance (Appendix B)**

Immediately upon Award, the Successful Proponent shall provide the Region with a Certificate of Insurance acceptable to the Region and, if requested by the Region, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in this Bid Solicitation and must be on the Region's form of Certificate of Insurance, which can be found on the Region's website – [www.niagararegion.ca/business/fpr/cert-insurance.aspx](http://www.niagararegion.ca/business/fpr/cert-insurance.aspx). If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the Proponent acknowledges and agrees that the Region is fully entitled to treat any such Certificate as an original and that the Proponent will be responsible for the accuracy and validity of the information contained therein.

23. **Workplace Safety and Insurance Board Clearance**

Upon Award, the Proponent shall provide a valid, current Clearance Certificate indicating that the Proponent is registered with Workplace Safety and Insurance Board ("WSIB"), and has an account in good standing, or, if WSIB coverage is not required by law to be carried by the Proponent, either:

- (a) an Exemption Letter from WSIB, satisfactory to the Director of Legal Services;
- (b) a letter of Good Standing issued by WSIB; or
- (c) an Independent Operators Status Certificate issued by WSIB.

In addition to the indemnification provided by the Proponent herein, the Proponent agrees to indemnify the Region for all losses, claims, expenses (including reasonable legal fees) or other charges related to the Proponent's status with WSIB.

24. **Work Safety**

All work performed under this contract must be carried out in accordance with the terms and conditions of the Occupational Health and Safety Act, (latest revision) and all applicable Regulations made under the Occupational Health and Safety Act.

25. **Failure to Perform**

Failure to comply with all terms and conditions of this Proposal, and failure to supply all documentation as required herein, within the specified time period, shall be just cause for cancellation of the Award. The Region shall then have the right to Award to any other Proponent, or call new Proposals.

26. **Collusion**

A reasonable suspicion or collusion between two or more Proponents will be sufficient cause for the rejection of all Proposals so affected. It will be the responsibility of the User Department and Purchasing Services to determine if collusion has occurred.

**27. Error and Correction**

The Region reserves the right in its total discretion to make all necessary corrections to any Proposal which contains mathematical errors and may refer to the unit price in making such corrections.

**28. Ability and Experience of the Proponents**

Each Proponent shall satisfy the Region, as to their ability and experience in providing the Services offered in their Proposal. The Region will not Award a Contract to any company that cannot furnish evidence satisfactory to the Region, in its sole discretion, that they have the necessary ability, dedication, equipment, capital and experience to provide the Services required.

**29. Incurred Costs**

The Region will not be liable nor reimburse any Proponents for costs incurred in the preparation of Proposals, attendance at meetings/related travel costs, or any other services that may be requested as part of the evaluation process.

**30. Access to Information/Confidentiality of Information**

- (i) The disclosure of information received relevant to this RFP or Awards shall be made by the appropriate officers in accordance with the provisions of all relevant privacy legislation, including primarily the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended ("MFIPPA").
- (ii) All Proponents who contract with the Region shall adhere to or exceed the standards set in the MFIPPA or the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sched. A, or other relevant Ontario or federal privacy legislation or common law as may be passed or amended from time to time, as if they were agents of the Region as relates to the confidential and secure treatment, including collection, use, disclosure or retention, of personal (health) information, other confidential information of the Region, and all records thereof with which they come into contact in the course of performing services or providing goods to the Region.
- (iii) Unless approved in advance in writing, neither the Proponent or any of its employees, will disclose, transfer, distribute or allow access to any Confidential Information of the Region to any of the Proponent's employees (except those who have a need to know such Confidential Information in order to prepare the Consultant's Proposal, as above-noted) or to third parties, unless such employees or third parties have been approved in writing by the Region and have acknowledged in writing the binding effect of these restrictions. Confidential Information will not be used or copied except in accordance with this RFP. Any copies made of the Region's Confidential Information shall be identified as belonging to the Region and marked "CONFIDENTIAL" by the Proponent. The Proponent shall employ the same efforts to protect the Region's Confidential Information that it applies to protect its own Confidential Information, which efforts shall be at least commercially reasonable.

- (iv) In the event that the Proponent is requested pursuant to, or required by applicable law, regulation or legal process to disclose any of the Confidential Information, the Proponent shall provide the Region with prompt prior written notice of such requirement and will refrain from such disclosure for the maximum period of time allowed by law so that the Region may seek a protective order or other appropriate remedy to protect the confidentiality of the information and/or waive compliance with the terms of this Contract.
- (v) If the Proponent causes an unauthorized disclosure of the Region's Confidential Information, the Proponent shall immediately report the disclosure to the Region and shall assist the Region in limiting the resulting infringement of its rights. The Proponent shall cooperate in prosecuting any claims against third parties for unauthorized use.
- (vi) The Proponent shall return all written or electronic forms of the Confidential Information immediately after the termination or cessation of the Contract and shall not keep any written, graphic, electronic and other tangible forms of the Confidential Information (including notes or other write-ups thereof made by Proponent in connection with the disclosures by the Region) and shall make no copies thereof.
- (vii) The obligations of the Proponent respecting disclosure and use of Confidential Information acquired from the Region shall survive expiration or termination on the Contract and shall continue indefinitely.

**31. Agreement on Internal Trade**

Proponents should note that procurements falling within the scope of Chapter 5, Procurement, of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular Proposal. For further reference please see the Agreement on Internal Trade website at [www.ait-aci.ca](http://www.ait-aci.ca).

**32. Vendor Performance**

The Region may, in its sole discretion, reject a Proposal if a Proponent:

- (i) has, at any time, threatened, commenced or engaged in legal claims or litigation against the Region;
- (ii) is involved in a claim or litigation initiated by the Region;
- (iii) previously provided Goods or Services to the Region in an unsatisfactory manner;
- (iv) has failed to satisfy an outstanding debt to the Region;
- (v) has a history of illegitimate, frivolous, unreasonable or invalid claims;
- (vi) provides incomplete, unrepresentative or unsatisfactory references; or
- (vii) has engaged in conduct that leads the Region to determine that it would not be in the Region's best interests to accept the Proposal.



### 33. Assignment of Contract

The Successful Proponent shall not make any assignment, or any sub-contract for the supply of material or the execution of any of the work hereby proposed, nor engage in brokering or franchising or any other such practice, unless the Region, in its' own absolute discretion, expressly consents in writing.

Failure of the Successful Proponent to obtain the express written consent of the Region, prior to engaging in any of the practices noted in the above paragraph, shall constitute a fundamental breach of the Contract, and in such circumstance the Region may, in its' own absolute discretion, cancel the Contract and Award to any other Proponent, or re-issue the Proposal.

Further, the Successful Proponent shall be liable for all damages sustained by the Region as a result of the Successful Proponent's breach of the Contract, regardless of whether or not the Region chooses to cancel the Contract. Any Contract payments outstanding at the time of the Contractor's breach will be forfeited to the Region in full or partial payment of said damages.

Any outside costs associated with making a decision on whether to assign a Contract will be the responsibility of the Successful Proponent.

### 34. Evaluation

#### i) Method

Proposals received on time will be reviewed and deviations and/or exceptions to the requirements of this RFP will be noted and assessed. Proponents may be contacted to explain or clarify their Proposals, however, they will not be permitted to alter information as submitted. The two envelope system will be utilized with the Form of Proposal and the Proposal itself submitted in envelope "A". Only the pricing information shall be submitted in envelope "B". The Proposals will be evaluated and scored based on the listed criteria excluding the cost component. Each criteria will be scored between 0 and 10 and multiplied by the weight to establish the weighted score. The total technical weighted scores for each bid will be tabulated. Only Proponents' Envelope "B" containing the pricing information will be opened if the price component of the evaluation criteria could still impact the total overall weighted score. The lowest priced Proposal will receive the maximum score for the cost element.

Proposal costs will be evaluated using the following formula:

**$(\text{Lowest Bid Price} / \text{Proponent's Bid Price}) * 10 (\text{Points}) * \text{Weighting Factor} = \text{Points awarded}$**

Total weighted scores will be tabulated.

Proposal total evaluation scores may be included within public reports to Council.

ii) Criteria  
 Proposals will be scored based on the following;

CRITERIA	Weighting %	Points (0-10)	Weighted Points
<b>1. PROPOSAL (first envelope)</b>			
<b>Corporate Overview – Appendix C</b> (including one for each sub-contractor) <ul style="list-style-type: none"> <li>• # years in business</li> <li>• Company stability</li> <li>• Similar clients and services</li> <li>• Relevant resources</li> <li>• References</li> <li>• Submission of all requested documentation</li> </ul>	10%		
<b>Capacity to meet Requirements of Scope (Section V), PROPOSAL REQUIREMENTS CHARTS</b> <ul style="list-style-type: none"> <li>• Records Storage Facilities</li> <li>• Security / Physical</li> <li>• Facility/Access Controls</li> <li>• Inventory Access Controls</li> <li>• Retrieval Services</li> <li>• New Accessions</li> <li>• Transportation Services - Pick Up And Delivery</li> <li>• Reporting</li> <li>• Destruction Of Records</li> <li>• Permanent Withdrawals/Removal</li> <li>• Termination / Exit &amp; Transfer To New Storage Location</li> <li>• Business Continuity / Disaster Recovery</li> <li>• Billing</li> <li>• Warranties</li> <li>• Records Storage Services (Paper)</li> <li>• Records Storage Services (Microform)</li> <li>• Records Storage Services (VHS / CD Rom)</li> <li>• Records Storage Services (Plans / Maps)</li> <li>• Records Storage Services (Archival Records)</li> <li>• Quality of Responses</li> </ul>	40%		
<b>Security Risk Questionnaire – Appendix D</b>	5%		
<b>SUBTOTAL – Technical Proposal</b>	55%		
<b>BENCHMARK</b> Require at least 39/55 to proceed to further evaluation	39%		
<b>2. FACILITY INSPECTION</b>	5%		
<b>3. FEE PROPOSAL (second envelope)</b>	40%		
<b>TOTAL</b>	<b>100%</b>		

**CRITERIA FOR EVALUATION POINTS SYSTEM**

Scoring Category	Description	Numeric Score
Fail	Requirement is not met, the component is not acceptable	0
Poor	Minimally addresses the component, but one or more major considerations of the component are not addressed	1-3
Fair	The response addresses some aspects of the component, but minor considerations may not be addressed	4-6
Good	The response addresses the component and provides a reasonably good quality solution	7
Very Good	There is a high degree of confidence in the proponent’s response as a proposed solution to address the component	8-9
Exceptional	The proposed solution goes above and beyond the requirements as well as provides a high degree of confidence in its effectiveness	10

**35. Clarification of Submissions, Proposal Presentation and Proponent Interview**

The Region reserves the right in its sole discretion to clarify any Proposal after the Proposal Closing Date/Time. The response received by the Region from a Proponent shall, if accepted by the Region, form an integral part of that Proponent’s Proposal. The Region reserves the right to interview any or all Proponents to obtain information about or clarification of their Proposals. In the event that the Region receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by the Region to be inaccurate, incomplete or misleading, the Region reserves the right to revisit the Proponent’s evaluation result. The Region reserves the right to eliminate any Proponent receiving a rating of poor or not acceptable in any individual evaluation criteria, regardless of scoring in all other categories.

**Facility Inspection**

In addition, the Region intends to attend a Facility Inspection at the short-listed Proponent’s place(s) of business. The Region will grade these Facility Inspections and reserve the right to amend the original scoring based on the inspections or interviews.

The Region shall notify each short-listed Proponent outlining the details (time, location etc.) of the Facility Inspection, but which are currently anticipated to occur during the weeks of **Monday January 9 to Friday January 20, 2017**. Members of the Region’s evaluation committee will tour the facility(ies) at which each short-listed Proponent proposes to store the Region’s records, including a sub-contractor if required. Short-listed Proponents must provide a qualified person who will be available to answer any questions posed by the evaluation team.

**36. Award**

The first ranked Proponent, having acceptable terms and conditions, will be recommended for Award. If approved, the Region will notify the Successful Proponent in writing of the acceptance of its Proposal. The Successful Proponent shall be bound to execute an agreement with the Region within fourteen (14) days of Contract Award. The date of the Contract Award shall be taken as the date on which the Proponent is notified of the acceptance of its Proposal.

**37. Contract Award Document**

The issue of a purchase order or a Contract by the Region gives rise to a Contract between the Region and the Successful Proponent in accordance with the terms and conditions set out in the Proposal, the Specifications, any applicable Addenda and any other related documents.

**38. Negotiations**

In the event that a prepared Proposal does not precisely and entirely meet the requirements of this Request for Proposal, the Region reserves the right to enter into negotiations with the selected Proponent(s) to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

**39. Written Agreement**

A written agreement shall be executed by the Successful Proponent and the Region. See sample agreement **Appendix A**. The final terms and conditions of the agreement will be negotiated between the Successful Proponent and the Region in accordance to clause #38, Negotiations.

**40. Performance Unsatisfactory**

The Contract will be deemed to be in default when the Proponent fails to:

- Perform any specification, term or requirement included herein, in a good and proper manner.
- Provide any deliverable(s) in accordance with the requirements incorporated in the Contract.
- Adhere to specified delivery requirements and/or dates.

**41. Force Majeure**

Neither party shall be responsible for delays or non-performance of this Contract resulting directly or indirectly from impediments beyond its reasonable control (other than financial inability or by application of applicable law), including, without limitation, any delay caused by fire or other impediment beyond the reasonable control of such party and not caused by an act or omission of such party, provided in the event of such delay or non-performance, the party continues to act reasonably to resolve such delay or non-performance.

**42. Procurement By-Law**

Proposals will be solicited, received, evaluated, accepted and processed in accordance with the Region's Procurement By-law as amended from time to time. The Procurement By-Law can be viewed on the Region's website, [www.niagararegion.ca](http://www.niagararegion.ca).

**43. De-Briefing**

After the selection has been made, an unsuccessful Proponent may request a debriefing session to discuss their Proposal by contacting the project manager. The project manager will conduct a debriefing, by telephone, for the purpose of explaining the evaluation process, discussing only the Proponent's Proposal, its ranking, and explaining why they were not selected. The following is the project manager contact information:

Name: Else Khoury,  
Manager, Information Management Services,

Only the Proposal of the unsuccessful Proponent will be reviewed.

**44. Limitation of Damages**

By submitting a Proposal, the Proponent agrees that in no event will the Proponent claim damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for matters relating to any agreement or concerning the competitive process, and, the Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

**45. Minor Non-Compliance**

Proposals which fail to conform to the requirements of this invitation in form or content may be disqualified as non-compliant. However, the Region may, in its sole discretion, waive minor non-compliance and retain, for consideration and possible Award, Proposals which do not conform to the requirements of the invitation in form or content, where such Proposals appear to offer the best value to the Region. Proponents are cautioned that any such retention of non-conforming Proposals for evaluation and possible Award will be a rare event and solely at the Region's discretion. Proponents are urged to ensure their bid is fully compliant with all requirements of the invitation.

**46. Unbalanced or Unreasonable Cost Estimates**

Proposals that contain costs which appear to be unbalanced or unreasonable as likely to adversely affect the interests of the Region may be rejected.

**47. Dispute Resolution**

- (a) The Corporation encourages competitive bidding and an open, accountable and transparent process for the Purchase of Goods and/or Services.
- (b) To maintain the integrity of the Bid Solicitation process, Suppliers who believe they have been treated unfairly in a Bid Solicitation process shall submit a Substantive Objection to the Director of Procurement and Strategic Acquisitions providing sufficient detail regarding their complaint within:
  - (i) 7 days from the conclusion of the Bid opening process for Request for Quotations or Request for Tenders.
  - (ii) 7 days of the Supplier being notified of the results of a Request for Pre-Qualification or Request for Expressions of Interest or Request for Proposals.
- (c) The Director of Procurement and Strategic Acquisitions will arrange a debriefing with the Supplier to explain the Bid Solicitation process that led to the selection of the successful Supplier.

- (d) The Director of Procurement and Strategic Acquisitions will investigate the complaint and will make a recommendation to the Commissioner of Corporate Services/Treasurer, CAO or Council, as appropriate.
- (e) To ensure that the Dispute Resolution process for the particular Bid Solicitation process is seen to be fair and impartial, elected officials shall not advocate on behalf of Suppliers who have submitted a Substantive Objection.
- (f) Should a Supplier continue to have concerns respecting the Award and the decision, the Supplier may then request, in writing to the Commissioner of Corporate Services/Treasurer, a mediator, to assist in resolving any outstanding issues between the Supplier and the Corporation.
- (g) The recommended mediator will be approved by both the Supplier and the Corporation.
- (h) The mediator shall make his/her best efforts to assist the parties to reach a mutually acceptable solution.
- (i) Costs for the mediator shall be equally shared by the Supplier and the Corporation.
- (j) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

**48. Lobbying Restrictions**

- (a) Lobbying restrictions shall apply to Suppliers, their staff members, or anyone involved in preparing a Bid, shall not engage in any form of political or other Lobbying whatsoever or seek to influence the outcome of the Bid Solicitation process or subsequent Award. This restriction extends to all of the Corporation's staff and anyone involved in preparing a Bid Solicitation or participating in a Bid evaluation process, and members of Council.
- (b) The Corporation may reject any Bid by a Supplier that engages in such Lobbying, without further consideration, and may terminate that Supplier's right to continue in the Bid Solicitation process.
- (c) During a Bid Solicitation process, all communications shall be made through Procurement and Strategic Acquisitions. No Supplier or person acting on behalf of a Supplier or group of Suppliers, shall contact any elected official, consultant or any employee of the Corporation to attempt to seek information or to influence the Award.
- (d) Elected officials shall refer any inquiries about a Bid Solicitation process to the Commissioner of Corporate Services/Treasurer.

**49. Acknowledgement of Proponent**

By submitting a Proposal, the Proponent acknowledges that it has carefully examined the RFP and all of the other Proposal Documents and Addenda, if any, issued, *and*

- a) confirm that it is able to meet any financial standard required by the Region and that that it is licensed to conduct business in Ontario and that its license is in good standing;

- b) has prepared the Proposal without connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a proposal for the same services and without collusion or fraud;
- c) accepts to be bound by the terms of this RFP and the Proposal Documents;
- d) agrees to be bound by the information its Proposal and all provisions contained in this RFP;
- e) has informed the Region of all actual, potential or perceived conflicts of interest in submitting the Proposal;
- f) agrees to satisfy the conditions of Award set out in the RFP;
- g) accepts and agrees to keep its Proposal open for acceptance by the Region and not to withdraw their Proposal for the Irrevocable Period; and
- h) agrees and accepts that the Region shall in no event be responsible for any costs incurred by them in the preparation and submission of its Proposal.

**50. Subcontractors and Consultants**

The Successful Proponent shall not make any assignment, or any sub-contract for the supply of material or the execution of any of the work hereby proposed, nor engage in brokering or franchising or any other such practice, unless the Region, in its' own absolute discretion, expressly consents in writing.

Failure of the Successful Proponent to obtain the express written consent of the Region, prior to engaging in any of the practices noted in the above paragraph, shall constitute a fundamental breach of the Contract, and in such circumstance the Region may, in its' own absolute discretion, cancel the Contract and award to any other Proponent, or re-issue the Proposal.

Further, the Successful Proponent shall be liable for all damages sustained by the Region as a result of the Successful Proponent's breach of the Contract, regardless of whether or not the Region chooses to cancel the Contract. Any Contract payments outstanding at the time of the Proponent's breach will be forfeited to the Region in full or partial payment of said damages.

Any outside costs associated with making a decision on whether to assign a contract will be the responsibility of the Successful Proponent. The Successful Proponent shall be liable to the Region for costs or damages arising from errors or omissions of the subcontractors and/or consultants affecting the Region.

**51. Personnel and Performance**

The Successful Proponent shall be responsible for its own staff resources and for the staff resources of any subcontractors and/or consultants engaged by them, and shall ensure that all personnel acting on behalf of the Region comply with all applicable laws.

**52. Laws and Regulations**

The Successful Proponent shall be governed by the laws and regulations of Ontario, including without limitation:

- a) *The Municipal Act, 2001* and its regulations;
- b) *The Insurance Act* and its regulations;
- c) *The Workplace Safety and Insurance Act* and its regulations; and,
- d) *The Occupational Health and Safety Act* and its regulations.

**53. Non-Exclusivity**

The entry into a Contract by the Region shall not be a guarantee of exclusivity to the Successful Proponent.

**54. Intellectual Property Rights and Indemnification**

The Successful Proponent shall indemnify and save harmless the Region, its elected officials, officers, employees and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the services (including the provision of the services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

The Successful Proponent shall pay all royalties and patent license fees required for the services.

If the services or any part thereof is in any action or proceedings held to constitute an infringement, the Successful Proponent shall forthwith either secure for the Region the right to continue using the services or shall at the Successful Proponent's expense, replace the infringing items with non-infringing services or modify them so that the services no longer infringe.

All information and data in any form, which are prepared by the Successful Proponent pursuant to the delivery of the services contemplated in the RFP, together with all designs or materials capable of intellectual property protection, prepared, developed or created by the Successful Proponent, its employees or agents during the performance of the services pursuant to the RFP and Contract shall automatically become the property of the Region unless specifically noted otherwise.

The Proponent hereby waives its moral rights to any such work as defined in the *Copyright Act*, R.S.C.1985, c. C.42, as amended, or successor legislation.

**55. Agreements in Writing**

In all cases of misunderstanding and disputes, verbal arrangements will not be considered. The Successful Proponent must produce written authority in support of its contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the Region or in prosecuting any claim against the Region.



**56. Termination**

Unless the Region agrees in writing to termination on a different basis, the following termination condition would apply to any Contract following an Award.

Upon giving the Successful Proponent not less than thirty (30) days' prior written notice, the Region may, at any time and without cause, cancel the Contract, in whole or in part. In the event of such cancellation, the Region shall not incur any liability to the Successful Proponent apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Successful Proponent at the time of cancellation.

Failure of the Successful Proponent to perform its obligations under the Agreement shall entitle the Region to terminate the Contract upon ten (10) days' written notice to the Successful Proponent, if a breach which is remediable is not rectified at that time. In the event of such termination, the Region shall not incur any liability to the Successful Proponent apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Successful Proponent at the time of termination.

All rights and remedies of the Region for any breach of the Successful Proponent's obligations under the Contract shall be cumulative and not exclusive or mutually exclusive alternatives and shall not be deemed to be in exclusion of any other rights or remedies available to the Region under the Contract or otherwise at law.

No delay or omission by the Region in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or any other right or remedy.

**57. Right to Audit**

The Region or anyone designated in writing by it may audit and inspect all financial and related records associated with the terms of the Contract including timesheets, accounts, records, receipts, vouchers, and other documents relating to the services and shall have the right to make copies thereof and take extract therefrom. The Successful Proponent shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the Region and its authorized representatives with all such information as it, or they, may from time to time require with reference to such timesheets, accounts, records, receipts, vouchers, and other documents. The Successful Proponent shall cause all such timesheets, accounts, records, receipts, vouchers, and other documents, as aforesaid, to be preserved and kept available for audits and inspection at any reasonable time, and from time to time, until the expiration of **five (5)** years from the later of:

- a) the date of termination of the Successful Proponent or cancellation of the Contract;
- b) the date of completion of the services hereunder; or
- c) the expiration of such lesser or greater period of time as shall be approved in writing by the Region.

**58. Evaluation of Performance**

At any time during the course of, and completion of the Contract the Region may complete an evaluation of the Successful Proponent's performance, which may be made available to persons requesting references from the Region for the Contract and also may be reviewed and may form part of the criteria when awarding future Proposals by the Region.

The Successful Proponent hereby authorizes the maintenance and release of this information.

**59. Quality and Value**

The Successful Proponent shall provide a preferred standard of service and value to the Region. The Region shall be the sole judge of the adequacy of such service and value, and may suggest changes as necessary.

**60. Meetings**

The Successful Proponent's representative(s), as requested by the Region, shall attend all meetings required prior to and or during the Contract. This shall include all regular meetings and emergency meetings.

The Successful Proponent's representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

A meeting may proceed by conference call, or may require personal attendance of the Successful Proponent.

**61. Liability for Errors**

While the Region has used considerable efforts to insure an accurate representation of information in this RFP, information contained in this RFP is supplied solely as a guideline for the Successful Proponent. The information is not guaranteed or warranted to be accurate by the Region nor is necessarily comprehensive or extensive. Nothing in the RFP is intended to relieve Successful Proponent from forming its own opinions and conclusions with respect to the matter addressed in the RFP.

**62. Non-Waiver**

No condoning, excusing or overlooking by the Region of any default, breach or non-observance by the Successful Proponent at any time or times in respect of any provision herein contained shall operate as a waiver of the Region's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Region herein in respect of any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by the Region save only for an express waiver in writing. Any work completed by the Region required by this Contract to be done by the Successful Proponent, after reasonable notice, shall not relieve the Successful Proponent of its obligations to do that work or to reimburse the Region for its actual cost to the Region of having done it, including an allowance for normal overheads.

**63. Notices**

Any notice herein required or permitted to be given shall be delivered personally or shall be sent by facsimile or prepaid registered mail addressed to the parties at the designated addresses.

Any notice delivered personally as aforesaid shall be deemed to have been given on the day of delivery and shall be considered to have been received by the addressee on the date of delivery by hand to an employee or an officer of the party for whom they are intended at the specified address.

Any notice delivered by facsimile shall be deemed to have been given on the day of delivery and shall be considered to have been received by the addressee on the date of delivery by facsimile to an employee or an officer of the party for whom they are intended at the specified facsimile number.

Any notice sent by prepaid registered mail as aforesaid shall be deemed to have been received by the addressee within five (5) days of the date of mailing, regardless of whether the addressee actually receives the notice or not.

Either party hereto may at any time give notice under this Article to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out herein.

**64. Region Not Employer**

The Proponent agrees that the Region is not to be understood as the employer to the Successful Proponent nor to the Successful Proponent's personnel or staff for any work, services or supply of any products or materials that may be awarded as a result of this Proposal. It is understood that the Successful Proponent will act as an independent contractor.

**65. Contract Term**

The Successful Proponent will be required to enter into a contract with the Region for a term of five (5) years, with an option to extend, at the Region's sole discretion, for one further period of five (5) years, on the same terms and conditions save and except the pricing set out in the Schedule of Pricing which shall be negotiated between the Successful Proponent and the Region. The initial term of the contract will commence March 9, 2017.

**66. Services to be Performed to the Satisfaction of the Region**

All Services is to be done in accordance with all terms of this RFP document, to the satisfaction of the Region, who shall be the sole arbiter in any dispute regarding interpretation of the Contract.

In case the Successful Proponent fails to perform the Services in accordance with the terms specified in this Contract, and to the satisfaction of the Region, the Successful Proponent shall be provided with a written warning detailing the performance failure or breach of Contract. Occurrences are cumulative for all Region facilities operated by the Successful Proponent during each calendar year.

After a written warning has been given for a breach of Contract, the following liquidated damages schedule will be strictly enforced, for breach of a clause contained in this Contract:

<u>Occurrence:</u>	<u>Liquidated Damages Amount:</u>
First	\$ 100.00
Second	\$ 200.00
Third & Subsequent	\$ 500.00 each

The Region shall deduct liquidated damages out of the monies, which may be due or become due to the Successful Proponent under the Contract.

In the event of inability to provide the Services caused by strikes on the part of the workers employed by the Region, or by an act of the Council of the Region, or from such other cause as, in the opinion of the Region, the Successful Proponent cannot be reasonably held responsible for, or, in the event of extra or additional Services being ordered by the Region, the Region may make allowances as the Region may deem fair and reasonable, provided the Successful Proponent applies in writing for special consideration at the time such delay occurs and satisfies the Region that the Successful Proponent is justly entitled to such consideration.

In the event of inability to provide the Services caused by a strike on the part of the Successful Proponent, the Region may obtain the services of another contractor to perform said Services. The Region will deduct these costs from any monies owing to the Successful Proponent.

## PROJECT TASKS

### Additional Definitions:

“**Personnel**” Means All Regular Employees, Casual, Temporary And Those Supplied By A Staffing Agency.

“**Request time**” is understood to be the local time that the request was sent online, telephoned, faxed or emailed.

The following PROPOSAL REQUIREMENTS CHARTS provide the interested Proponents with the information necessary to develop their response. The charts provide a complete description of the tasks to be done, results to be achieved and/or service to be provided. Proposals will be rated on the Proponent's ability to comply with the elements listed.

The PROPOSAL REQUIREMENTS CHARTS form the Specifications and Scope of Work of this RFP and the Successful Proponent will be required to carry out the Services as per the requirements described in PROPOSAL REQUIREMENTS CHARTS.

Proponents must complete ALL of the numbered items in this section, by indicating YES if they comply and No if they do not comply with the numbered requirement. Proponents are encouraged to provide additional information where necessary to support their response. A response of Yes with additional support or explanation provided will be scored higher than a response of Yes without comments.

This assignment will include, but not be limited to, the following and Proponents must submit proposals on all of the following services:

No Pricing Table	1.1 - 1.14	RECORDS STORAGE FACILITIES
No Pricing Table	2.1 - 2.4	SECURITY / PHYSICAL
No Pricing Table	3.1 - 3.4	FACILITY/ACCESS CONTROLS
No Pricing Table	4.1 - 4.7	INVENTORY ACCESS CONTROLS
Pricing Table - Sections E to K	5.1 - 5.13	RETRIEVAL SERVICES
Pricing Table - Section B	6.1 - 6.5	NEW ACCESSIONS
Pricing Table - Section M	7.1 - 7.14	TRANSPORTATION SERVICES - PICK UP AND DELIVERY
Pricing Table - Section P	8.1 - 8.4	REPORTING
Pricing Table – Section N	9.1 - 9.8	DESTRUCTION OF RECORDS
Pricing Table – Section O	10.1 - 10.5	PERMANENT WITHDRAWALS/REMOVAL
Pricing Table – Section T	11.1 - 11.5	TERMINATION/EXIT and TRANSFER TO & FROM NEW VENDOR STORAGE LOCATION
No Pricing Table	12.1 - 12.5	BUSINESS CONTINUITY / DISASTER RECOVERY
No Pricing Table	13.1 - 13.7	BILLING
No Pricing Table	14.1 - 14.2	WARRANTIES
Pricing Table - PART i	15.1 - 15.11	RECORDS STORAGE SERVICES (PAPER)
Pricing Table - PART ii	16.1 - 16.13	RECORDS STORAGE SERVICES (MICROFORM)
Pricing Table - PART iii	17.1 - 17.13	RECORDS STORAGE SERVICES (VHS/CD ROM)
Pricing Table - PART iv	18.1 - 18.13	RECORDS STORAGE SERVICES (PLANS/MAPS)
Pricing Table - PART v	19.1 - 19.13	RECORDS STORAGE SERVICES (ARCHIVAL RECORDS)

## PROPOSAL REQUIREMENTS CHARTS

<b>RECORDS STORAGE FACILITIES</b> <b>(No associated Pricing Table)</b> (Select either Yes or NO-not both)			
Item #	Requirement Description	Comply then <input checked="" type="checkbox"/> Yes	Do Not Comply then <input checked="" type="checkbox"/> No
1.1	The Proponent must provide information about each location(s) that would be used to store the Region's records, including the civic address of each facility and the number of persons at each location.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Please list locations, civic addresses, number of persons at each facility:</i>			
1.2	The storage facility(ies) will be subject to random inspection by the Region throughout the contract.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.3	The storage facility(ies) must be freestanding structure separated from other buildings and be used only for records storage and administration of said services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.4	The storage facility(ies) must comply with all applicable municipal and provincial codes.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.5	The storage facility(ies) must be above grade and be completely free of leaks or other openings, and be climate controlled (maximum 40% humidity level)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.6	The storage facility(ies) must be monitored twenty-four hours a day, seven days a week for earthquakes, fire, floods and unauthorized entry.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Short listed Proponents will be asked to provide proof of the monitoring at each facility at which the Region's records will be stored..</i>			
1.7	All information holdings regardless of medium must be stored on clean steel shelving units, and properly braced. They must be at least two (2) inches off the floor, and be stacked away from the walls. Archival boxes should be four (4) inches off the floor.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Provide photographic evidence that your facility(ies) meets this requirement.</i>			
1.8	The storage facility(ies) must enforce good warehousing practices (i.e., no smoking, eating, or drinking in the warehouse). The facilities must be kept neat and clean at all times.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe how your facility(ies) are monitored</i>			
1.9	A pest management strategy must be in place to ensure that damage to Regional material and the risk of transferring infested material to the Region is minimal.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your facility(ies)'s pest management strategy. Short listed Proponents will be asked to provide proof of the pest management inspections conducted at each facility at which the Region's records will be stored.</i>			

<b>RECORDS STORAGE FACILITIES</b> <b>(No associated Pricing Table)</b> (Select either Yes or NO-not both)			
Item #	Requirement Description	Comply then <input checked="" type="checkbox"/> Yes	Do Not Comply then <input checked="" type="checkbox"/> No
1.10	The Proponent will be responsible for any costs associated with remediation of any or all Regional material infested at the Proponent's location(s).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your facility(ies)'s fire detection and suppression system.</i>			
1.11	The storage facility(ies) must have a fire detection and suppression system that complies with the applicable municipal and provincial codes. All systems must be monitored 24 hours a day, 7 days a week.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your facility(ies)'s alarm and security system.</i>			
1.12	The storage facility(ies) must be protected by an intrusion alarm system; all must be monitored twenty four (24) hours a day, seven days a week. Access must be monitored and recorded to provide security against theft, damage and unauthorized access which includes but is not limited to security cameras, security guard patrol, physical security, content damage control, and intrusion detection alarm system.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your facility(ies)'s backup power system.</i>			
1.13	The storage facility(ies) must provide immediate auxiliary power backup (i.e. generators, etc.) which will provide continuous, dependable service especially to the HVAC system, for temperature and humidity controls, fire protection, security and intrusion alarm systems, telephone, electronic systems, and data back-ups in the event of long-term power failures.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your facility(ies)'s inspection and monitoring practices.</i>			
1.14	Processes must be in place for the on-going inspection and monitoring of the facilities, and to report any incidents (i.e. damage to records) to the Region's Manager, Information Management Services within one (1) business day.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>SECURITY / PHYSICAL</b> <b>(No associated Pricing Table) (Select either Yes or NO-not both)</b>			
Item #	Requirement Description	Comply then <input checked="" type="checkbox"/> Yes	Do Not Comply then <input checked="" type="checkbox"/> No
2.1	Administrative, technical and physical safeguards and practices will be in place to ensure the security and confidentiality of the Region's records.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Outline security practices and protocols related to: buildings; records storage areas within buildings; website; records in transit, (i.e. vans) etc.</i>			
2.2	The Proponent shall prevent the unauthorized duplication, use, or release of the Region's records and must provide a copy of its privacy policies and/or privacy breach protocols to the Region as part of its response to this RFP and on an on-going basis throughout the term of the Contract.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Short listed Proponents shall provide their organization's privacy policies and/or privacy breach protocols. The Successful Proponent shall provide their organization's updated privacy policies and/or privacy breach protocols within two business days of revision throughout the term of the contract.</i>			
2.3	The Proponent must identify all sub-contracted services and will not engage or otherwise assign, sub-contract or let out as task work any part of the Services, unless the Successful Proponent has obtained the prior written approval of the Region.  Proponent has obtained the prior written approval of the Region. The Proponent must identify any proposed changes in the sub-contracted services and will not engage a new/additional/replacement sub-contractor unless the Successful Proponent has obtained the prior written approval of the Region.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.4	All Personnel who are provided access to the Region's information assets or work site(s), including personnel contracted to repair or maintain facilities, must each hold a valid personnel security certificate acceptable to the Region.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe security clearance requirements for all Personnel</i>			



<b><u>FACILITY/ACCESS CONTROLS</u></b> <b>(No associated Pricing Table)</b> (Select either Yes or NO-not both)			
Item #	Requirement Description	Comply then <input checked="" type="checkbox"/> Yes	Do Not Comply then <input checked="" type="checkbox"/> No
3.1	The facility (ies) must have access controls in place, to control access to authorized persons only, including visitor access.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your access controls. Short list Proponents will be required to provide a copy of their access control procedures and logs.</i>			
3.2	The Proponent must provide employee training/awareness initiatives specific to facility access requirements.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your employee training/awareness initiatives with regards to access.</i>			
3.3	Processes must be in place for monitoring personnel movements, for issuing of identification cards, and for issuing, controlling and auditing keys.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your employee training/awareness initiatives with regards to access.</i>			
3.4	Processes must be in place to report all access breaches to the Region's Manager, Information Management Services within one (1) business day.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your access breach reporting process.</i>			

<b><u>INVENTORY ACCESS CONTROLS</u></b> <b>(No associated Pricing Table)</b> (Select either Yes or NO-not both)			
Item #	Requirement Description	Comply then <input checked="" type="checkbox"/> Yes	Do Not Comply then <input checked="" type="checkbox"/> No
4.1	The Proponent must provide details of employee training/awareness initiatives specific to inventory access controls, and Access to Information and Privacy requirements and indicate how frequently such training is given to its employees.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Please specify how often training is provided. Short listed Proponents will be required to provide a copy of their organization's training/awareness initiative in this regard.</i>			
4.2	Processes must be in place to ensure records are released to only authorized persons	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Short listed Proponents will be required to provide a copy of their inventory access controls procedure.</i>			
4.3	Processes must be in place to ensure records are not misplaced, inadvertently removed, damaged, altered, destroyed or stolen.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your processes.</i>			
4.4	Processes must be in place to ensure web access to inventory is secure and protected on an on-going basis.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Complete Appendix D Security Risk Questionnaire</i>			
4.5	Auxiliary power backup services must be in place to respond to service requests when the system is down.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe how your power backup services work</i>			
4.6	Processes must be in place to ensure inventory data - whether store on the Proponent's computer equipment, at a 3rd party hosting facility or in a cloud-based application - is backed up and accessible in the event of a disaster or other incident affecting access to the proponent's inventory system.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your backup and recovery protocols.</i>			
4.7	Processes must be in place to report - in writing - all breaches of security to the Region within one (1) business day, including any instances where Regional material is inadvertently delivered to another client	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your processes.</i>			

<b>RETRIEVAL SERVICES</b>			
<b>(Pricing Table, Sections E, F, G, H, I, J, K) (Select either Yes or NO-not both)</b>			
Item	Requirement Description	Comply then <input checked="" type="checkbox"/> Yes	Do Not Comply then <input checked="" type="checkbox"/> No
5.1	The Proponent must have the capability to fill on-line and/or telephone and/or fax and/or e-mail requests from authorized Region staff for the retrieval of Regional records stored in its facilities.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe how your organization facilitates requests</i>			
5.2	The proponent must be able to fill (and deliver) retrieval requests made during the business hours of the Region, which are Monday to Friday from 8:30 a.m. to 4:30 p.m. excluding statutory holidays. Records requested between 8:30 AM and 11:00 AM Monday to Friday (excluding statutory holidays) for delivery by 3:00 PM the same day OR records requested after 11:00 AM and before 5:00 PM Monday to Friday (excluding statutory holidays) for delivery by 10:00 AM the next business day	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.3	The Proponent must be able to fill (and deliver) retrieval requests made between 4:30 p.m. and 8:30 a.m. local time, Monday to Friday, as well as any time during the 24 hour day on Saturday, Sunday and statutory holidays. The Region's statutory holidays are as follows: <ul style="list-style-type: none"> <li>• New Years Day</li> <li>• Family Day</li> <li>• Good Friday</li> <li>• Easter Monday</li> <li>• Victoria Day</li> <li>• Canada Day</li> <li>• Labour Day</li> <li>• Thanksgiving</li> <li>• Christmas Day</li> <li>• Boxing Day</li> </ul>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	The Proponent must be able to fill (and deliver) retrieval requests on a rush basis between 8:30 a.m. and 4:30 p.m. local time.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.5	There must be no maximum number of items per day/week that can be retrieved; however, for requests of more than hundred (100) records cartons, turnaround times will be limited to 48 hours from the time of the request.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	The Proponent will provide retrieval services at the file/folder or individual document level when the request is made in writing by the Region's Manager, Information Management Services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>RETRIEVAL SERVICES</b>			
<b>(Pricing Table, Sections E, F, G, H, I, J, K) (Select either Yes or NO-not both)</b>			
<b>Item</b>	<b>Requirement Description</b>	<b>Comply then</b>	<b>Do Not Comply then</b>
		<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5.7	The Proponent will provide paper or electronic copies (scans) of records on microform when the request is made in writing by the Region's Manager, Information Management Services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	Processes must be in place for retrievals at the file/folder or individual document level that ensure the entire records carton is searched before determining an unsuccessful search.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Provide evidence of policy/procedure</i>			
5.9	If there is an unsuccessful search, processes must be in place for reporting on, and notifying the Region's Manager, Information Management Services in writing within one business day.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.10	Processes must be in place to deal with misfiled files/documents and boxes.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your processes.</i>			
5.11	Retrieval fees include all packaging and supplies required to deliver the material. Strapping, equipment and other miscellaneous items will not be charged in addition.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.12	Retrieval fees do not include Transportation/delivery fees or fuel surcharges if such surcharges are assessed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.13	Processes must be in place to notify the Region's Manager, Information Management Services if the online retrieval system is down and impacting retrievals within 30 minutes of the issue being identified and will likewise notify once the system has been restored.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your processes.</i>			

<b>NEW ACCESSIONS</b> <b>(Pricing Table, Section B)</b> (Select either Yes or NO-not both)			
Item	Requirement Description	Comply then <input checked="" type="checkbox"/> Yes	Do Not Comply then <input checked="" type="checkbox"/> No
6.1	The Proponent must have proven procedures in place for the timely and accurate acceptance of new records cartons (accessions) file inserts and document inserts.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your processes.</i>			
6.2	Fees for accessions, file inserts, and document inserts do not include transportation/delivery fees or fuel surcharges if any such surcharges are assessed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.3	Fees for accessions, files inserts or document inserts include all data entry or administrative work associated with recording the item (i.e. records cartons, file or document) in the Proponent's online system. A transmittal form must be provided by the Region.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.4	The Proponent must have the ability to import the Region's client data. <u>Note:</u> The Region stores its records management data on an Access-built program.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.5	The processing of accessions, file inserts, or document inserts, including data entry, must be completed within two (2) business days from pick-up time.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>TRANSPORTATION SERVICES - PICK UP AND DELIVERY</b>			
<b>(Pricing Table, Section M) (Select either Yes or NO-not both)</b>			
<b>Item</b>	<b>Requirement Description</b>	<b>Comply then</b>	<b>Do Not Comply then</b>
		<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
7.1	Drivers (including the employees of any sub-contractors providing transportation of Regional Records must have a valid driver's license with the appropriate level class and conditions. The Proponent must be able to provide documentary proof of same within two business days of the Region's written request.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.2	Proponent must provide a secure, element protected transportation service (vehicle(s), equipment and personnel): a) To deliver Regional records stored in its facility(ies) to Regional offices. b) To pick-up and return records from Regional offices to the storage facility(ies).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.3	All vehicles must be used only for records pick-up and delivery, be maintained in good repair, clean, smoke-free, secure, and can be communicated with in-transit. The Proponent must be able to provide documentary proof within 2 business days of the Region's written request that each vehicle used to provide records pick-up and delivery of the Region's records has met the safety requirements of the Ministry of Transportation.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.4	The Region shall have the right to use a commercial courier service for which it has a contract where it may be more cost effective.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.5	The Proponent must provide the following delivery schedule, unless a specific time delivery is requested by the Region.	n/a	n/a
	(a) When records are requested between 8:30 a.m. and 11:00 a.m. local time from Monday to Friday (excluding statutory holidays), the Proponent must deliver before 3:00 p.m. on the same business day as the request was submitted.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	(b) When records are requested after 11:00 a.m. and before 5:00 p.m. local time from Monday to Friday (excluding statutory holidays), the Proponent must deliver by 10:00 a.m. on the next business day after the request was submitted.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	(c) Rush requests between 8:30 a.m. to 4:30 p.m. local time from Monday to Friday (excluding statutory holidays) must be delivered within one hundred and twenty (120) minutes from the time the request was submitted on the same day.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>TRANSPORTATION SERVICES - PICK UP AND DELIVERY</b>			
<b>(Pricing Table, Section M) (Select either Yes or NO-not both)</b>			
<b>Item</b>	<b>Requirement Description</b>	<b>Comply then</b>	<b>Do Not Comply then</b>
		<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	(d) Rush requests after 4:30 p.m. local time from Monday to Friday (excluding statutory holidays) must be delivered within one hundred and eighty minutes (180) from the time the request was submitted on the same day	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.6	Between 4:30 p.m. and 8:30 a.m. local time, Monday to Friday	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.7	Any time during the 24 hour day on Saturday, Sunday and statutory holidays	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.8	"Rush" request during the periods defined in 7.5	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.9	Processes must be in place to track and sign-off records cartons, files or documents or items at delivery and pick-up.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe your processes.</i>			
7.10	Transportation fees are per visit to a particular Regional office/site and there can be more than one delivery/pick-up location per building/location. When more than one delivery/pick-up location at a building/location is serviced on the same visit, the Region shall be billed for one visit only.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.11	Transportation fees will remain the same whether the delivery/pick-up is for one or multiple records cartons, one file or multiple files, or one document or multiple documents.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.12	Proponent must be able to provide a maximum of a two (2) business day pick-up time from the request time for accessions or box returns, file inserts or returns, and document inserts and returns.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.13	All previous terms refer to deliveries and pick-ups of less than 100 boxes/files/documents. It is understood that orders involving more than 100 boxes/files/documents must be provided within 48 hours.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>TRANSPORTATION SERVICES - PICK UP AND DELIVERY</b>			
<b>(Pricing Table, Section M) (Select either Yes or NO-not both)</b>			
<b>Item</b>	<b>Requirement Description</b>	<b>Comply then</b>	<b>Do Not Comply then</b>
		<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
7.14	Pick-up services must occur at the same time as deliveries to a Regional office and in most instances will be required once daily from Monday to Friday. Delivery of products (e.g. new empty records storage cartons if purchased from the Proponent) will also occur at the same time as pick-ups and deliveries to a Regional office. The Proponent will specify box pick-up and delivery limits.	<input type="checkbox"/> Yes	<input type="checkbox"/> No



<b>REPORTING</b> <b>(Pricing Table, Section P) (Select either Yes or NO-not both)</b>			
Item #	Requirement Description	Comply Then <input checked="" type="checkbox"/> Yes	Do Not Comply then <input checked="" type="checkbox"/> No
8.1	The Proponent must have the ability to generate and transmit reports electronically from the inventory data.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Provide examples</i>			
8.2	The Proponent must provide at no charge, detailed, departmental and/or the Region specific (by previously arranged client code), monthly reports of all transactions or services to accompany the monthly invoice.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.3	The Proponent must have the capability to provide, at no charge, ad hoc reports upon request.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.4	Ad hoc reports must be provided within five (5) business days of the Region's written request.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b><u>DESTRUCTION OF RECORDS</u></b> <b>(Pricing Table, Section N)</b> (Select either Yes or NO-not both)			
Item #	Requirement Description	Comply Then <input checked="" type="checkbox"/> Yes	Do Not Comply then <input checked="" type="checkbox"/> No
9.1	The Proponent must provide, following review and authorization by a designated Regional representative, destruction services for records in all of the media formats for which the Proponent proposes to provide storage services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.2	The Proponent must not destroy the Region's records without prior written authorization from the Region's Manager, Information Management Services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.3	All records authorized by the Region for destruction will be destroyed within 5 business days of receipt of the Region's written destruction authorization.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.4	The entity (whether the Proponent or the Proponent's sub-contractor) must be NAID AAA certified for physical destruction.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.5	The Proponent will provide proof that the entity that will destroy the Region's record, upon receipt of written authorization to perform the destruction, is NAID AAA certified for physical destruction. Short listed Proponents will be required to provide a copy of the 2 most recent audit reports of its NAID AAA certification for physical destruction.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.6	Certificates of Destruction will be issued at no cost. Short-listed Proponents will be required to provide a sample certificate of destruction.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.7	Destruction fees include the retrieval of the records containers, and the updating of the inventory listing of Regional records.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.8	Processes must be in place to ensure the updating of the inventory listing of the records to reflect destroyed records within two (2) business days.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b><u>PERMANENT WITHDRAWALS / REMOVAL</u></b>			
<b>(Pricing Table, Section O)</b>			
<b>(Select either Yes or NO-not both)</b>			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b>	<b>Do Not Comply then</b>
		<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
10.1	The Proponent must have the capability to permanently withdraw records at the records carton level.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.2	The Proponent must have the capability to permanently withdraw records at the file/folder level.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.3	The Proponent must have the capability to permanently withdraw records at the document level.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.4	There must be no maximum number of items per day/week that can be retrieved for permanent removal; however, for requests of more than one hundred (100) containers, turnaround times must be agreed to between the Region and the Proponent.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.5	Processes must be in place to ensure the accurate and timely updating of the inventory listing of Regional records to reflect permanently withdrawn records within two (2) business days.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>TERMINATION / EXIT and TRANSFER TO &amp; FROM NEW VENDOR STORAGE LOCATION</b>			
<b>(No associated Pricing Table) (Select either Yes or NO-not both)</b>			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b> <input checked="" type="checkbox"/> Yes	<b>Do Not Comply then</b> <input checked="" type="checkbox"/> No
11.1	<p>All costs associated with TERMINATION / EXIT and TRANSFER TO &amp; FROM NEW VENDOR STORAGE LOCATION are to be included in the Schedule of Prices. A separate price for this section is not provided.</p> <p><u>Transfer from Previous Vendor facility to Proponent's facility:</u>                      (Approximately 17,000 cartons of various sizes, microfilm, VHS tapes, various plans and maps in 13 specialized storage cabinets, maps, historical photographs and archival records, and electronic inventory)</p> <ul style="list-style-type: none"> <li>• Preparing and Packing items for transfer</li> <li>• Collecting the records and transporting them to the new facility(ies)</li> <li>• Replace any records containers damaged during the move</li> <li>• Barcode each records container</li> <li>• Data entry into the new provider's computer system</li> <li>• Shelf the records:</li> </ul>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.2	<p><u>Transfer from Previous Vendor facility to Proponent's facility:</u>                      The Proponent must identify timelines for the full preparation of the above services (Section 11.1) within ten (10) business days from signing of the contract. Removal will occur as per the requirements of the Region's Manager, Information Management Services.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.3	<p><u>Transfer from Proponent's facility to New Vendor facility:</u>                      Note: Termination (Exit &amp; Transfer) is understood to be applicable either at the end of the initial Agreement term (February 2022), or in the event that the Region exercises its option to extend the contract, (February 2027). It should be understood that there will be no termination (a.k.a. "hostage") fees levied against the Region in this case. Expected annual growth is 1500 boxes, approximately.</p> <p>Removal will occur as per the requirements of the Region's Manager, Information Management Services. Tasks will include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Pulling boxes from their storage location</li> <li>• preparing the containers for the transfer,</li> <li>• providing a machine-readable copy of the data about those containers in the Proponent's computer system, and deleting all data about those containers from the Proponent's computer system.</li> </ul>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.4	<p>The Proponent must have a proven exit strategy, including procedures and methods used to extract an entire inventory, and prepare an entire inventory for shipment.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe processes</i>			

<b>TERMINATION / EXIT and TRANSFER TO &amp; FROM NEW VENDOR STORAGE LOCATION</b>			
<b>(No associated Pricing Table) (Select either Yes or NO-not both)</b>			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b>	<b>Do Not Comply then</b>
		<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
11.5	The Proponent must be able to provide an electronic copy (data-dump) of the Region's full inventory in an agreed upon format during and/or at the end of the Agreement.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b><u>BUSINESS CONTINUITY / DISASTER RECOVERY</u></b> (No associated Pricing Table) (Select either Yes or NO-not both)			
Item #	Requirement Description	Comply Then <input checked="" type="checkbox"/> Yes	Do Not Comply then <input checked="" type="checkbox"/> No
12.1	The Proponent must have in place comprehensive and annually tested Business Continuity and Disaster Recovery plans.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Short listed Proponents will be required to provide proof of the last 2 annual tests of these plans.</i>			
12.2	The Proponent must have contingency strategies in place for periods when there is an excessive amount of orders/activity.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Short listed Proponents will be required to provide proof of its plans for these circumstances.</i>			
12.3	The Proponent must provide details for employee training/awareness initiatives specific to preventative measures and procedures to respond to cases of man-made and/or natural disasters and indicate how frequently such training is given to its employees.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12.4	Unionized employees will deliver services to the Region.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, then: <ul style="list-style-type: none"> <li>• Identify the service(s) to be delivered by unionized employees</li> <li>• Provide the name of the union and the next expiry date of the collective agreement(s)</li> <li>• Describe contingency plans for job actions including slowdown, strike, suspension, and/or walkout of union.</li> </ul>			
12.5	All costs associated with restoration of Regional material as a result of an incident while such material is in the custody of the Proponent must be covered by the Proponent. These include but are not limited to disposition of non-recoverable items, repackaging and restoration of damaged material.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>BILLING</b> (No associated Pricing Table) (Select either Yes or NO-not both)			
Item #	Requirement Description	Comply Then <input checked="" type="checkbox"/> Yes	Do Not Comply then <input checked="" type="checkbox"/> No
13.1	The Proponent must submit invoices on a monthly basis for services rendered, and invoices must not be submitted for services prior to completion of the work to which it relates.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.2	Billing for storage is for space actually occupied, whether the box is in storage or has been temporarily removed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.3	It is required that the individual line items be summarized with cross references to request order/job number and box or file number.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.4	Storage, product and service items must be totalled separately	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.5	The Proponent must provide examples of invoice statements, and activity summary statements.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.6	Where there are errors in billing, processes must be in place to issue credits/adjustments within 5 business days from the date on which the Region reports a billing error to the Proponent.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13.7	The Proponent must allow 60 days from the date of invoice issuance for payment without interest charges.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>WARRANTIES</b>			
<b>(No associated Pricing Table) (Select either Yes or NO-not both)</b>			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b>	<b>Do Not Comply then</b>
		<b>X</b> Yes	<b>X</b> No
14.1	Title of all property (e.g. cabinets, etc.) and records remain with The Regional Municipality of Niagara.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
14.2	Absolute confidentiality; a confidentiality agreement must be signed and witnessed for all employees and subcontractors who have access to and/or contact with Region property and records. The Successful Proponent must provide a copy of each confidentiality agreement within 2 business days of the Region's written request.	<input type="checkbox"/> Yes	<input type="checkbox"/> No



<b>RECORDS STORAGE SERVICES (PAPER)</b>			
<b>(Pricing Table – PART i) (Select either Yes or NO-not both)</b>			
Item #	Requirement Description	Comply Then <input checked="" type="checkbox"/> Yes	Do Not Comply then <input checked="" type="checkbox"/> No
15.1	The Proponent can provide storage of paper business records. Most of the records will be housed in 1.2 cubic foot records cartons but are not limited to such.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
15.2	Storage fees for new incoming records cartons will be prorated. Charges will be incurred only from the inbound date to the end of the month, not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
15.3	Storage fees for records cartons permanently withdrawn will be prorated. Charges will be incurred only from the beginning of the month to the permanent withdrawal date, not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
15.4	Storage fees for records cartons authorized for destruction will be prorated. Charges will be incurred up to and including the last date on which the cartons are actually stored, not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
15.5	If the Proponent has more than one facility, Proponent must identify where they propose the physical records storage location would be for each Regional location listed on page 7.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Provide a list of each facility and how this will correspond to the list of Regional locations listed on page 7.</i>			
15.6	Storage fees must be charged by unit/carton and not cubic foot wherever possible.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Indicate when a charge per cubic foot would apply</i>			
15.7	The Region must be notified of any change in warehouse location at least sixty (60) business days in advance of any proposed changes. Relocation of facilities must be approved in advance by the Region. There will be no costs to the Region if the Region agrees to relocate any or all Regional records.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
15.8	Bar code box labels must be provided at no cost.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
15.9	Guidelines for the addition of barcoded labels by the Proponent to items other than records cartons must be approved by the Region's Manager, Information Management Services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
15.10	The Region shall not be required to purchase standard records cartons or other sized cartons from the Proponent.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>RECORDS STORAGE SERVICES (PAPER)</b>			
<b>(Pricing Table – PART i)</b> (Select either Yes or NO-not both)			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b>  <input checked="" type="checkbox"/> Yes	<b>Do Not Comply then</b>  <input checked="" type="checkbox"/> No
15.11	Reboxing of damaged containers must be approved in advance and in writing by the Region's Manager, Information Management Services. The Region may choose to supply a new non-standard container for the Proponent to use for this purpose.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>RECORDS STORAGE SERVICES (MICROFORM)</b>			
<b>(Pricing Table – PART ii)</b>			
<b>(Select either Yes or NO-not both)</b>			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b> <input checked="" type="checkbox"/> Yes	<b>Do Not Comply then</b> <input checked="" type="checkbox"/> No
16.1	The Proponent can provide storage of business records in microform formats (including microfilm and microfiche). Some of these records will be housed in 1.2 cubic foot records cartons. Others will be stored in but not limited to archival cartons and microfilm and microfiche cartons.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16.2	The Proponent must provide temperature and humidity controlled storage as per standards identified by the Canadian Council of Archives. The vault must be monitored and alarmed, and backup systems must be in place.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Describe how your facility(ies) will accommodate this requirement.</i>			
16.3	There must be no office equipment in the vault including computers, copiers, printers or working space.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16.4	Storage fees for new incoming records cartons will be prorated. Charges will be incurred from the inbound date only to the end of the month only and not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16.5	Storage fees from records cartons permanently withdrawn will be prorated. Charges will be incurred from the beginning of the month to permanent withdrawal date only and not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16.6	Storage fees for records cartons authorized for destruction will be prorated. Charges will be incurred up to an including the last date on which the cartons are actually stored and not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16.7	Storage fees must be charged by unit/carton and not cubic foot If the Proponent has more than one facility, Proponent must identify where they propose the physical records storage location would be for each Regional location as listed on page 7.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16.8	Storage fees must be charged by unit/carton not cubic foot wherever possible.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Indicate when a charge per cubic foot would apply</i>			
16.9	The Region must be notified of any change in warehouse location at least sixty (60) days in advance of any proposed changes. Relocation of facilities must be approved in writing by the Region. There will be no costs to the Region if the Region agrees to relocate any or all Regional records.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>RECORDS STORAGE SERVICES (MICROFORM)</b>			
<b>(Pricing Table – PART ii)</b>			
<b>(Select either Yes or NO-not both)</b>			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b> <input checked="" type="checkbox"/> Yes	<b>Do Not Comply then</b> <input checked="" type="checkbox"/> No
16.10	Bar code box labels must be provided at no cost	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16.11	Guidelines for the addition of barcoded labels by the Proponent to items other than records cartons must be approved by the Region's Manager, Information Management Services	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16.12	The Region shall not be required to purchase standard records cartons or other sized cartons from the Proponent.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16.13	Reboxing of damaged containers must be approved in advance and in writing by the Region's Manager, Information Management Services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>RECORDS STORAGE SERVICES (VHS/CD ROM)</b>			
<b>(Pricing Table – PART iii) (Select either Yes or NO-not both)</b>			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b> <input checked="" type="checkbox"/> Yes	<b>Do Not Comply then</b> <input checked="" type="checkbox"/> No
17.1	The Proponent can provide storage of business records in VHS tape and CD ROM formats. Some of these records will be housed in 1.2 cubic foot records cartons. Others will be stored in but not limited to archival cartons.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.2	The Proponent must provide temperature and humidity controlled vault storage as per standards identified by the Canadian Council of Archives. The vault must be monitored and alarmed, and backup systems must be in place.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.3	There must be no office equipment in the vault including computers, copiers, printers or working space.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.4	Storage fees for new incoming records cartons will be prorated. Charges will be incurred from the inbound date only to the end of the month only and not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.5	Storage fees from records cartons permanently withdrawn will be prorated. Charges will be incurred from the beginning of the month to permanent withdrawal date only and not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.6	Storage fees for records cartons authorized for destruction will be prorated. Charges will be incurred up to an including the last date on which the cartons are actually stored and not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.7	If the Proponent has more than one facility, Proponent must identify where they propose the physical records storage location would be for each Regional location as listed on page 7.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.8	Storage fees must be charged by unit/carton not cubic foot wherever possible.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Indicate when a charge per cubic foot would apply</i>			
17.9	The Region must be notified of any change in warehouse location at least sixty (60) days in advance of any proposed changes. Relocation of facilities must be approved in writing by the Region. There will be no costs to the Region if the Region agrees to relocate any or all Regional records.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>RECORDS STORAGE SERVICES (VHS/CD ROM)</b>			
<b>(Pricing Table – PART iii) (Select either Yes or NO-not both)</b>			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b> <input checked="" type="checkbox"/> Yes	<b>Do Not Comply then</b> <input checked="" type="checkbox"/> No
17.10	Bar code box labels must be provided at no cost	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.11	Guidelines for the addition of barcoded labels by the Proponent to items other than records cartons must be approved by the Region's Manager, Information Management Services	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.12	The Proponent must allow the Region to house materials in the container of their choosing and not that of the Proponent.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17.13	Reboxing of damaged containers must be approved in advance and in writing by the Region's Manager, Information Management Services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>RECORDS STORAGE SERVICES (PLANS/MAPS)</b>			
<b>(Pricing Table – PART iv) (Select either Yes or NO-not both)</b>			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b> <input checked="" type="checkbox"/> Yes	<b>Do Not Comply Then</b> <input checked="" type="checkbox"/> No
18.1	The Proponent can provide storage of business records in physical forms including maps and plans, some of which shall be housed in specialized storage cabinets to be provided by the Region.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.2	The Proponent must provide temperature and humidity controlled storage as per standards described by the Canadian Council of Archives. The vault must be monitored and alarmed, and backup systems must be in place.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.3	There must be no office equipment in the vault including computers, copiers, printers or working space.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.4	Storage fees for new incoming records cartons will be prorated. Charges will be incurred from the inbound date only to the end of the month only and not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.5	Storage fees from records cartons permanently withdrawn will be prorated. Charges will be incurred from the beginning of the month to permanent withdrawal date only and not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.6	Storage fees for records cartons authorized for destruction will be prorated. Charges will be incurred up to an including the last date on which the cartons are actually stored and not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.7	If the Proponent has more than one facility, Proponent must identify where they propose the physical records storage location would be for each Regional location as listed on page 7.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.8	Storage fees must be charged by unit/carton not cubic foot wherever possible.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Indicate when a charge per cubic foot would apply</i>			
18.9	The Region must be notified of any change in warehouse location at least sixty (60) days in advance of any proposed changes. Relocation of facilities must be approved in writing by the Region. There will be no costs to the Region if the Region agrees to relocate any or all Regional records.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.10	Bar code box labels must be provided at no cost	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>RECORDS STORAGE SERVICES (PLANS/MAPS)</b>			
<b>(Pricing Table – PART iv) (Select either Yes or NO-not both)</b>			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b> <input checked="" type="checkbox"/> Yes	<b>Do Not Comply Then</b> <input checked="" type="checkbox"/> No
18.11	Guidelines for the addition of barcoded labels by the Proponent to items other than records cartons must be approved by the Region's Manager, Information Management Services	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.12	The Proponent must allow the Region to house materials in the container of their choosing and not that of the Proponent.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18.13	Reboxing of damaged containers must be approved in advance and in writing by the Region's Manager, Information Management Services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No



<b>RECORDS STORAGE SERVICES (ARCHIVAL RECORDS)</b>			
<b>(Pricing Table – PART v) (Select either Yes or NO-not both)</b>			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b> <input checked="" type="checkbox"/> Yes	<b>Do Not Comply then</b> <input checked="" type="checkbox"/> No
19.1	The Proponent can provide storage of business records in physical forms including archival records including the following sizes (all measurements are in inches): <ul style="list-style-type: none"> <li>• 12.5 x 10 x 15.5</li> <li>• 12.5 x 10.125 x 15.75</li> <li>• 42 x 14 x 27 cabinets</li> <li>• 47 x 18 x 40 cabinets</li> <li>• 40 x 29 x 66 cabinets</li> <li>• 36 x 18 x 53 cabinets</li> <li>• 60.5 x 42.5 x 28 cabinets</li> <li>• 2 x 19.25 x 13.25</li> <li>• 3 x 15 x 11</li> <li>• 2 x 24.5 x 18.25</li> <li>• 3 x 18.5 x 14.5</li> <li>• 3.25 x 17.25 x 11.5</li> <li>• 12 x 6.125 x 4.125</li> <li>• 15 x 22 x 2</li> <li>• 12 x 7.75 x 5.5</li> <li>• 6 x 14</li> <li>• 40 x 18 x 6</li> </ul>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
19.2	The Proponent must provide temperature and humidity controlled vault storage as per standards set by the Canadian Council of Archives. . The vault must be monitored and alarmed, and backup systems must be in place.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
19.3	There must be no office equipment in the vault including computers, copiers, printers or working space.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
19.4	Storage fees for new incoming records cartons will be prorated. Charges will be incurred from the inbound date only to the end of the month only and not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
19.5	Storage fees from records cartons permanently withdrawn will be prorated. Charges will be incurred from the beginning of the month to permanent withdrawal date only and not the entire month.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
19.6	Storage fees for records cartons authorized for destruction will be invoiced for storage up to and including the final month the cartons are actually stored and will not be prorated.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>RECORDS STORAGE SERVICES (ARCHIVAL RECORDS)</b>			
<b>(Pricing Table – PART v) (Select either Yes or NO-not both)</b>			
<b>Item #</b>	<b>Requirement Description</b>	<b>Comply Then</b> <input checked="" type="checkbox"/> Yes	<b>Do Not Comply then</b> <input checked="" type="checkbox"/> No
19.7	If the Proponent has more than one facility, Proponent must identify where they propose the physical records storage location would be for each Regional location as listed on page 7.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
19.8	Storage fees must be charged by unit/carton not cubic foot wherever possible.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>Indicate when a charge per cubic foot would apply</i>			
19.9	The Region must be notified of any change in warehouse location at least sixty (60) days in advance of any proposed changes. Relocation of facilities must be approved in writing by the Region. There will be no costs to the Region if the Region agrees to relocate any or all Regional records.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
19.10	Bar code box labels must be provided at no cost	<input type="checkbox"/> Yes	<input type="checkbox"/> No
19.11	Guidelines for the addition of barcoded labels by the Proponent to items other than records cartons must be approved by the Region's Manager, Information Management Services	<input type="checkbox"/> Yes	<input type="checkbox"/> No
19.12	The Proponent must allow the Region to house materials in the container of their choosing and not that of the Proponent.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
19.13	Reboxing of damaged containers must be approved in advance and in writing by the Region's Manager, Information Management Services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

I/We, the undersigned, having the authority to bind the company, certify that I/We have examined all Sections of this Request for Proposal (Introduction, Information to Proponents & General Conditions, Scope of Work, Form of Proposal, and all Appendices), do hereby submit a Proposal to enter into an Agreement with the Regional Municipality of Niagara, in accordance with the Terms and Conditions specified in this Request for RFP document, subject to amendment by any Addendum/Addenda which are acknowledged below:

**ADDENDUM/ADDENDA** (If applicable **must** be filled in by Proponent.)

I/We, the undersigned, acknowledge that I/We have received Addendum/Addenda Numbers \_\_\_\_\_\* to \_\_\_\_\_\* inclusive, and that all changes specified therein have been included in the prices submitted.

WSIB ACCOUNT # \_\_\_\_\_

<b>COMPANY:</b>	<b>CONTACT NAME:</b> (please print)
(Must Show Correct Legal Company Name)	(Original signatures only; no electronic)
ADDRESS:	<b>SIGNATURE:</b>  (I/We have the authority to bind the Company)
	TITLE:
	<b>WITNESS NAME:</b>
POSTAL CODE:	SIGNATURE:
TELEPHONE NUMBER:	TITLE:
FAX NUMBER:	DATE:
E-MAIL ADDRESS (Must supply if available):	

**APPENDIX A**  
**Sample Agreement**

**THIS AGREEMENT** made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

- **BETWEEN** -

**THE REGIONAL MUNICIPALITY OF NIAGARA**

1815 Sir Isaac Brock Way, P. O. Box 1042  
Thorold, Ontario, L2V 4T7

Hereinafter called the "Region" (of the first part)

- **AND** -

**CONTRACTOR NAME**

Hereinafter called the "Contractor" (of the second part)

**WHEREAS** on **(DATE)**, the Region issued Request for Tender # and **Addendum #** , **(dated)** ; **Addendum #2, (dated), (repeat if necessary)** for (Description of the Project)(the "Tender");

**AND WHEREAS** on (Date) the Contractor submitted a bid in response to the Tender (the "Bid");

**AND WHEREAS** the Region wishes to enter into an agreement with the Contractor for the services, as more particularly described in the Proposal and the Bid, attached hereto as Schedule "A" and forming part of this Agreement (the "Services");

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and other good and valuable consideration, the sufficiency whereof is acknowledged hereby by the parties, the parties hereto agree with each other as follows:

1. The Contractor shall provide the Services pursuant to all the terms and specifications set out in Schedule "A". If there should be any conflict between the provisions of this Agreement and the provisions of Schedule "A", the provisions of this Agreement shall prevail.
2. The term of this Agreement shall commence \_\_\_\_\_.
3. The Region shall pay the Contractor for Services as outlined in Schedule "A".
4. If either party, acting reasonably, determines that the other party has failed to perform its obligations pursuant to this Agreement, then such party may terminate this Agreement upon giving at least thirty (30) days' written notice to the other party.
5. The Contractor shall indemnify and save harmless the Region, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever arising out of the negligence, errors, omissions, fraud or willful misconduct of the Contractor its officers, employees, agents and subcontractors, or any of them, attributable to or connected with the performance, non-performance or purported performance of the Contractor obligations pursuant to this Agreement, except to the extent that same is attributable or caused by the negligence of the Region, its officers, employees and agents, or any of them. Further, this indemnity shall survive the expiration or early termination of this Agreement and continue in full force and effect.

6. This Agreement together with its schedule constitutes the entire understanding between the parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both parties. Failure on the part of either party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such party's right to require the future observance of any such terms or conditions.

7. This Agreement shall not be assigned, in whole or in part, by either party hereto without the prior written consent of the other party. This Agreement, all its covenants, promises and conditions shall enure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

8. Either party may terminate this Agreement at any time, without notice, for just cause which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.

9. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario, Canada.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement.

**COMPANY NAME**

Per: \_\_\_\_\_

Name:

Position:

Per: \_\_\_\_\_

Name:

Position:

I/We have authority to bind the Corporation.

**THE REGIONAL MUNICIPALITY OF NIAGARA**

Per: \_\_\_\_\_

Name:

Position:

Per: \_\_\_\_\_

Name:

Position:

I/We have authority to bind the Corporation.

**APPENDIX B**

**Sample Insurance Certificate**

**RE: LOCATION AND NATURE OF OPERATION TO WHICH THIS CERTIFICATE OF INSURANCE APPLIES ("THE CONTRACT"):** Region's #:

<b>NAMED INSURED:</b>			<b>INSURERS AFFORDING COVERAGE (EXACT F.S.C.O. LICENSED NAME)</b>		
Address:			<input checked="" type="checkbox"/> INSURER(S) LICENSED TO CONDUCT BUSINESS IN ONTARIO AND/OR CANADA		
City:	Province:	Postal Code:	<b>INSURER A</b>		
Telephone #:	Fax #:		<b>INSURER B</b>		
<b>ADDITIONAL INSURED(S) AS REQUIRED BY THE CONTRACT:</b>			<b>INSURER C</b>		
<input type="checkbox"/> The Regional Municipality of Niagara		<input type="checkbox"/> Niagara Region Police Services Board	<b>INSURER D</b>		

<input type="checkbox"/> Niagara Economic Development Corporation	<b>OTHER ADDITIONAL INSURED(S) AS REQUIRED BY THE CONTRACT:</b>
<input type="checkbox"/> Niagara Regional Housing	

<b>COMMERCIAL GENERAL LIABILITY ("CGL") POLICY</b>		POLICY #	EFFECTIVE DATE	EXPIRY DATE	GENERAL AGGREGATE \$	EACH OCCURRENCE \$
INSURER <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D						
<input checked="" type="checkbox"/> OCCURRENCE BASIS	<input checked="" type="checkbox"/> PERSONAL INJURY & ADVERTISING INJURY \$			<input type="checkbox"/> MEDICAL PAYMENTS (ANY ONE PERSON) \$		
<input checked="" type="checkbox"/> BODILY INJURY, DEATH & PROPERTY DAMAGE	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE \$			<input type="checkbox"/> TENANT'S LEGAL LIABILITY \$		
<input checked="" type="checkbox"/> CROSS LIABILITY & SEVERABILITY OF INTEREST	<input type="checkbox"/> DEDUCTIBLE \$			<input type="checkbox"/> SELF-INSURED RETENTION \$		
<input checked="" type="checkbox"/> BLANKET CONTRACTUAL LIABILITY	<input checked="" type="checkbox"/> PRODUCTS & COMPLETED OPERATIONS \$			<input type="checkbox"/> LIQUOR LIABILITY \$		
<input checked="" type="checkbox"/> PREMISES & OPERATIONS	<input type="checkbox"/> EMPLOYER'S LIABILITY			<input checked="" type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE		
ADDITIONAL INSURED ENDORSEMENT: <input type="checkbox"/> ATTACHED <input type="checkbox"/> TO FOLLOW		<input type="checkbox"/> XCU (EXPLOSION, COLLAPSE, UNDERPINNING IF NOT PERFORMED BY SUBCONTRACTOR)			<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE \$	<input type="checkbox"/> SEF 94
<input type="checkbox"/> OTHER		<input type="checkbox"/> OTHER		<input type="checkbox"/> OTHER		

<b>AUTOMOBILE LIABILITY ("Auto") POLICY</b>		POLICY #	EFFECTIVE DATE	EXPIRY DATE	BODILY INJURY \$	PROPERTY DAMAGE \$
INSURER <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D						
<input type="checkbox"/> ALL OWNED AUTOMOBILES		<input type="checkbox"/> ALL LEASED AUTOMOBILES		<input type="checkbox"/> STANDARD EXCESS AUTOMOBILE		

<b>EXCESS/UMBRELLA LIABILITY POLICY</b>		POLICY #	EFFECTIVE DATE	EXPIRY DATE	GENERAL AGGREGATE \$	EACH OCCURRENCE \$
INSURER <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D						
<input type="checkbox"/> EXCESS POLICY <input type="checkbox"/> UMBRELLA POLICY		<input type="checkbox"/> OCCURRENCE BASIS		<input type="checkbox"/> SELF-INSURED RETENTION \$		<input type="checkbox"/> DEDUCTIBLE \$
FOLLOWS FORM TO: <input type="checkbox"/> CGL POLICY #		<input type="checkbox"/> AUTO POLICY #		ADDITIONAL INSURED ENDORSEMENT <input type="checkbox"/> ATTACHED <input type="checkbox"/> TO FOLLOW		

<b>BUILDER'S RISK POLICY</b>		POLICY #	EFFECTIVE DATE	EXPIRY DATE	GENERAL AGGREGATE \$	EACH OCCURRENCE \$
INSURER <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D						

<b>BROAD FORM PROPERTY POLICY (IN ACCORDANCE WITH CCDC 2-2008 <input type="checkbox"/>)</b>		POLICY #	EFFECTIVE DATE	EXPIRY DATE	GENERAL AGGREGATE \$	EACH OCCURRENCE \$
INSURER <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D						

<b>BOILER &amp; MACHINERY POLICY (IN ACCORDANCE WITH CCDC 2-2008 <input type="checkbox"/>)</b>		POLICY #	EFFECTIVE DATE	EXPIRY DATE	GENERAL AGGREGATE \$	EACH OCCURRENCE \$
INSURER <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D						

<b>CONTRACTORS' EQUIPMENT POLICY (IN ACCORDANCE WITH CCDC 2-2008 <input type="checkbox"/>)</b>		POLICY #	EFFECTIVE DATE	EXPIRY DATE	GENERAL AGGREGATE \$	EACH OCCURRENCE \$
INSURER <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D						

<b>CONTRACTORS' POLLUTION LIABILITY POLICY</b>		POLICY #	EFFECTIVE DATE	EXPIRY DATE	GENERAL AGGREGATE \$	EACH OCCURRENCE \$
INSURER <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D						

<b>ENVIRONMENTAL IMPAIRMENT LIABILITY POLICY</b>		POLICY #	EFFECTIVE DATE	EXPIRY DATE	GENERAL AGGREGATE \$	EACH OCCURRENCE \$
INSURER <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D						

**OTHER**

**CHECKED BOXES CONFIRM COVERAGE IN PLACE**

ALL INSURANCE COVERAGES INDICATED ABOVE COMPLY WITH THE CONTRACT EXCEPT AS SPECIFIED:

**PROVISIONS/AMENDMENTS/ENDORSEMENTS**

A. The above noted Additional Insured(s) has/have been added as Additional Insured ONLY with respect to the CGL Policy, and, if any, Builder's Risk Policy, but only with respect to liability arising out of the operations of the Named Insured.

B. The Policies identified above shall apply as primary insurance and not excess to any other insurance or self insurance available to the Additional Insured(s).

C. Any failure to comply with any terms and conditions of the Policies of the Named Insured shall not affect coverage provided to the Additional Insured(s).

D. In the event that there is a material change in risk or cancellation of coverage before the expiration date of any of the above described Policies, the undersigned will give thirty (30) days prior written notice by registered mail or facsimile transmission to:

The Regional Municipality of Niagara Attention: Corporate Services, Legal Division, 2201 St. David's Road, P.O. Box 1042, Thorold, Ontario L2V 4T7 Fax#: 905-685-7931

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE AS DESCRIBED ABOVE HAVE BEEN ISSUED BY THE UNDERSIGNED TO THE NAMED INSURED AND ARE IN FORCE AT THIS TIME. THIS CERTIFICATE OF INSURANCE IS EXECUTED AND ISSUED TO THE ADDITIONAL INSURED(S) ON THE DATE WRITTEN BELOW.**

Name of Insurer or broker issuing Certificate		Telephone number
Address		Fax number
Email Address		
Name of authorized representative or official (Please print.)	Signature of authorized representative or official	Date (yy-mm-dd)



**APPENDIX C**  
**Corporate Overview**

## **Corporate Overview – Proponent**

**Note:** For any proponent consortium, including joint ventures or partnerships, each individual entity shall complete a separate corporate overview

Legal Company Name of Proponent: \_\_\_\_\_

Any other name(s) the Proponent is, or has been, doing business under:  
\_\_\_\_\_

Provide proof of the following where possible:

ITEM #	ITEM
1.	Indicate whether incorporated, partnership, consortium, sole proprietorship or other <ul style="list-style-type: none"><li>• If incorporated, provide year of incorporation and jurisdiction</li><li>• If not incorporated, indicate whether a privately held or a publicly held company</li></ul>
2.	Canadian head office location and registered office
3.	Corporate head office location (if different than location above)
4.	A corporate profile of the Proponent outlining its history, philosophy, and target market
5.	Canadian sales revenue in last fiscal year
6.	Worldwide sales revenue (if applicable)
7.	Number of years in business
8.	Number of years in business in Canada
9.	Whether the organization or division has been involved in a merger or acquisition in the past 5 years
10.	Disclose: <ul style="list-style-type: none"><li>• Any pending or threatened legal action against the Proponent or by the Proponent against a third party that may have an impact on the availability of the services proposed by the proponent</li><li>• Whether the organization has declared bankruptcy</li><li>• Whether there were any judgements against the organization within the past 5 years</li></ul>

11.	<p>Industry memberships</p> <ul style="list-style-type: none"> <li>• Indicate whether a member of ARMA and if yes, for how many years</li> <li>• Indicate whether a member of PRISM and if yes, for how many years</li> <li>• Indicate whether a member of NAID and if yes, for how many years</li> </ul>
12.	<p>Industry certifications</p> <ul style="list-style-type: none"> <li>• Indicate whether privacy + certified by PRISM and if yes, for how many years</li> <li>• Indicate whether AAA certified for physical destruction by NAID and if yes, for how many years</li> </ul>
13.	<p>High-level description of clients and services</p> <ul style="list-style-type: none"> <li>• Indicate the total number of current clients in Canada and in Ontario</li> <li>• List the cities in Southern Ontario in which facilities are located</li> <li>• Indicate the total volume (cubic feet) of records currently stored in Canada and in Southern Ontario</li> </ul>
14.	<p>If any services required by the Region would be provided by a sub-contractor, provide the following information about the sub-contractor:</p> <ul style="list-style-type: none"> <li>• Type of service(s) the sub-contractor would provide to the Region (e.g. transportation)</li> <li>• Name of the sub-contractor</li> <li>• Whether the sub-contractor is incorporated, partnership, consortium, sole proprietorship or other <ul style="list-style-type: none"> <li>-If incorporated, provide year of incorporation and jurisdiction</li> <li>-If incorporated, indicate whether a privately held or a publicly held company</li> </ul> </li> </ul> <p><b>Note:</b> (Each sub-contractor is required to complete the Corporate Overview – Sub-contractor)</p>

Legal Company Name of Proponent: \_\_\_\_\_

**Corporate Overview – Sub-contractor (if any)**

**Note:** To be completed by each entity providing services to the Region as a sub-contractor of the Proponent.

Legal Company Name of Sub-contractor: \_\_\_\_\_

Any other name(s) the sub-contractor is, or has been, doing business under.  
\_\_\_\_\_

ITEM #	ITEM
A.	Indicate whether incorporated, partnership, consortium, sole proprietorship or other <ul style="list-style-type: none"> <li>• If incorporated, provide year of incorporation and jurisdiction</li> <li>• If not incorporated, indicate whether a privately held or a publicly held company</li> </ul>
B.	Canadian head office location and registered office
C.	Corporate head office location (if different than location above)
D.	A corporate profile of the Proponent outlining its history, philosophy, and target market
E.	Canadian sales revenue in last fiscal year
F.	Worldwide sales revenue (if applicable)
G.	Number of years in business
H.	Number of years in business in Canada
I.	Whether the organization or division has been involved in a merger or acquisition in the past 5 years
J.	Disclose: <ul style="list-style-type: none"> <li>• Any pending or threatened legal action against the Proponent or by the Proponent against a third party that may have an impact on the availability of the services proposed by the proponent</li> <li>• Whether the organization has declared bankruptcy</li> <li>• Whether there were any judgements against the organization within the past 5 years</li> </ul>

K.	<p>Industry memberships</p> <ul style="list-style-type: none"> <li>• Indicate whether a member of ARMA and if yes, for how many years</li> <li>• Indicate whether a member of PRISM and if yes, for how many years</li> <li>• Indicate whether a member of NAID and if yes, for how many years</li> </ul>
L.	<p>Industry certifications</p> <ul style="list-style-type: none"> <li>• Indicate whether privacy + certified by PRISM and if yes, for how many years</li> <li>• Indicate whether AAA certified for physical destruction by NAID and if yes, for how many years</li> </ul>
M.	<p>High-level description of clients and services</p> <ul style="list-style-type: none"> <li>• Indicate the total number of current clients in Canada and in Ontario</li> <li>• List the cities in Southern Ontario in which facilities are located</li> <li>• Indicate the total volume (cubic feet) of records currently stored in Canada and in Southern Ontario</li> </ul>

Legal Company Name of Sub-contractor:

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## **APPENDIX D**

### **Security and Risk Assessment Questionnaire**

## Security and Risk Assessment Questionnaire

90 Total Questions  
0 Answered  
90 Remaining

	Answer (Y,N,NA)	Clarifying/Supporting Comments
<b><u>Policies and Procedures</u></b>		
1 Have security policy document(s) been published and enforced in your organization?	<input type="text"/>	
2 Do you have policies and procedures covering the following:		
Authorized/acceptable use	<input type="text"/>	
Access Control Policy	<input type="text"/>	
Password Management	<input type="text"/>	
Software/Hardware Acquisition	<input type="text"/>	
Change Management	<input type="text"/>	
Separation\Segregation of Duties	<input type="text"/>	
Remote Access	<input type="text"/>	
Encryption Policy and Standards	<input type="text"/>	
Security incident response/reporting/handling	<input type="text"/>	
Data Handling Policy (including classification, use, storage and destruction)	<input type="text"/>	
3 Is there a process for annually reviewing, updating, and revising these policies?	<input type="text"/>	
4 Are the consequences of non-compliance to the policies clearly documented?	<input type="text"/>	
5 Is a senior manager directly responsible for your organizational security policy?	<input type="text"/>	
6 Are procedures employed to ensure compliance with privacy laws/regulation requirements related to maintaining security, confidentiality and protection of customer data?	<input type="text"/>	
7 Is the advice of an information security specialist obtained where appropriate?	<input type="text"/>	
8 Are security roles and responsibilities documented?	<input type="text"/>	
9 Do all employees and third party receive appropriate Information Security training in organizational policies and procedures?	<input type="text"/>	
10 Are procedures in place for users, to report security weakness or threat to systems or services?	<input type="text"/>	
<b><u>Patch Management</u></b>		
12 Do you apply security patches on a regular basis?	<input type="text"/>	
13 Do you have an automated patch management solution deployed?	<input type="text"/>	
14 Do you have vendor agreements in place for timely availability and application of software updates?	<input type="text"/>	
15 Are all your networking devices at the latest patch level?	<input type="text"/>	
<b><u>Physical Security</u></b>		
16 What kind of perimeter control(s) is applied to data center location?		
Token/Cards	<input type="text"/>	
Key Pad Controls	<input type="text"/>	

Man Trap		
Biometric Controls		
Video Surveillance		
Guards / Remote Monitoring		
17 Are controls in place to allow only authorized personnel into various areas within organization?		
18 Do you monitor/log all access to data center?		
19 Do you monitor/log all security/policy violations?		
20 Do you monitor/log infrastructure, server and application availability?		
21 Do you employ UPS (Uninterrupted Power Supply), Battery Banks, Generators etc?		
22 Do you employ fire/flood detection and suppression systems?		
23 Do you monitor and escort visitors through critical parts of your company?		
24 Do you maintain visitor logs for more than 30 days?		
25 Are all logs managed by a centralized system (i.e. SIEM)		
26 If a centralized log management system is deployed, are events reviewed?		
27 Is access to security logs strictly controlled (Firewall logs, etc)		
28 Is an inventory or register maintained listing important assets and the identified owners?		
29 Is a list of contacts maintained to ensure that appropriate action can be taken and advice obtained, in the event of a security incident?		
30 Do you limit administrator level access on network and systems infrastructure?		
31 Can you provide a recent SSAE16 audit report?		
32 Can you provide a recent ISO 27002 audit report?		
33 Can you provide a recent PCI-DSS audit report? (Please list if PCI-DSS v1,v2 or v3)		
34 Do you perform annual external standards audits?		

**Network Infrastructure**

35 Do you have network infrastructure and administration procedures?		
33 Are your network infrastructure and administration procedures reviewed annually? (if no list period)		
36 Do all your devices use access control lists to allow only specific traffic to pass through?		
37 Do you allow access to your networks devices via its console port only?		
38 Do you allow access to your network devices remotely?		
Is remote access allowed using telnet? (if no, is it disabled)		
Is remote access allowed using SSHv1? (if no, is it disabled)		
Is remote access allowed using SSHv2?		
39 Is centralized authentication, authorization and logging enabled on your devices?		
40 Are all your networking devices at the latest version and patch level?		
41 Do you have a procedure to keep track of new vulnerabilities and patches for your devices?		



42	Do you ensure default passwords (i.e. login, enable, snmp) are changed?		
43	Are your networking devices using snmpv3?		
44	Do you control the change frequency and distribution of admin access to network infrastructure?		
45	Are device identifiers (MAC, certificate, etc) used to authenticate connections to the network?		
46	Do you employ an intrusion prevention system?		
47	If you have an intrusion prevention system is it perimeter only?		
48	Do you outsource any security management functionality?		
49	Is there is a change management process for implementation of networks, hardware and software?		
50	Where business partner's and/or third parties need access to information system is the network segregated using perimeter security mechanisms such as firewalls?		
51	Has your infrastructure had a security audit/penetration test performed?		

**Remote Access and VPN**

52	Do you allow remote access to servers or devices?		
53	Is there an authentication mechanism used to control access by remote users?		
54	Do you require two factor authentication for remote users?		
55	Do you have ACLs/rules to control what remote users can do?		
56	Do you collect/review audit log data on remote access?		

**Disaster Recovery and Business Continuity**

57	Do you have a written business continuity plan for the systems supporting your key services?		
58	Are disaster recovery exercise conducted regularly? Please list interval		
59	Do disaster recovery plans included documented test and results		
60	Are manual recovery procedures documented and practiced in case of automatic recovery failure?		
61	Can you meet recovery time objective(s) (RTO) and recovery point objective(s) (RPO) for all products and services		

**Accounts Management & Access Control**

62	Do employees having access to computer systems have an established need for this access		
63	Is there a formal user registration and de-registration procedure for granting access to all information systems and services?		
64	Is there a formal management process for issuing and resetting passwords?		
65	Is there a process to review user access rights at regular intervals?		

**Application and Software**

66	If you develop software, do you have:		
	A documented Software Development Lifecycle?		
	A documented secure coding strategy?		
	Formal code review procedures for security flaws? (manual review, software scan)		
	Formal testing of running system for security flaws? (manual test, fuzzing, etc)		

**APPENDIX E**  
**Schedule of Prices**

**SCHEDULE OF PRICES**

**(Submit in Envelope B)**

Proponents must complete Schedule of Prices in its entirety using actual prices for all items included in the bid form and shall not include non-numerical notations such as "to be determined", "T.B.D.", "N/A", "incl." or any other similar notations. In addition, Bidders shall not leave any items blank, except where greyed out, but shall include the number "0" as the price for any items where there is no price for that item. Failure to comply with these requirements shall result in rejection of your Proposal.

All costs associated with TERMINATION / EXIT and TRANSFER TO & FROM NEW VENDOR STORAGE LOCATION are to be included in the Schedule of Prices. A separate price for this section is not provided.

     Greyed out area- does not require a price

EA-price per one (IE if provided in a box of 25 then give cost of 1/25)

LS- LUMP SUM- all inclusive price for service or item

Item #	Service Description	Unit of Measure	PART i-PAPER RECORDS (Section 15.1 to 15.11)			PART ii-MICROFORM RECORDS (Section 16.1 to 16.13)			PART iii-VHS and CD ROM (Section 17.1 to 17.13)			PART iv-PLANNING & MAPPING (Section 18.1 to 18.13)			PART v-Archival (Section 19.1 to 19.13)		
			Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price
<b>A-Storage Services - Monthly Storage - all measurements are in inches</b>																	
1	Standard records storage boxes (12.5 x 10 x 15.5 and 12.5 x 10.125 x 15.75)	EA	16655	\$ -	\$ -	7	\$ -	\$ -	16	\$ -	\$ -	1	\$ -	\$ -	3600	\$ -	\$ -
2	19.5 x 16 x 14 container	EA	53	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
3	25 x 11 x 5.5 container	EA	377	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
4	17 x 11 x 26 container	EA	57	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
5	26 x 22 x 48 container	EA	3	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
6	45 x 6 x 6 container	EA	4	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
7	Several cabinets in the following sizes: a) 42 x 14 x 27, b) 47 x 18 x 40, c) 40 x 29 x 66, d) 36 x 18 x 53, e) 60.5 x 42.5 x 28	EA										13	\$ -	\$ -			
8	Miscellaneous containers measuring a) 2 x 19.25 x 13.25, b) 3 x 15 x 11, c) 2 x 24.5 x 18.25, d) 3 x 18.5 x 14.5, e) 3.25 x 17.25 x 11.5, f) 12 x 6.125 x 4.125, g) 15 x 22 x 2, h) 12 x 7.75 x 5.5, i) 6 x 14, j) 40 x 18 x 6, k) 13 x 10 x 25 and l) 8.5 x 11 x 4	EA	20	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
9	Charge per cubic foot	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>A</b>	<b>Storage Services - Monthly Storage Sub-total (of Lines 1 to 9)</b>			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
<b>B- Storage Services - NEW ACCESSIONS (i.e. data entry or administrative work to record the item in the Proponent's online system). Note: Fees for new accessions do not include transportation/delivery fees or fuel surcharges if such surcharges are assessed. Refer to PROPOSAL REQUIREMENTS CHARTS Section 6.1 to 6.5</b>																	
10	Box	EA	2532	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
11	File insert	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
12	Item insert	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
13	New cabinet accession	EA										1	\$ -	\$ -			
<b>B</b>	<b>Storage Services - NEW ACCESSIONS Sub-total (of lines 10 to 13)</b>			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
<b>C-Storage Services - Supplies</b>																	
14	Barcode labels for boxes	EA	2532	\$0.00	\$0.00	17	\$0.00	\$0.00	16	\$0.00	\$0.00	1	\$0.00	\$0.00	3600	\$0.00	\$0.00
15	Standard records storage box if the Region decides to purchase same from the Proponent (indicate in the unit price per box evn if provided in a bundle)	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>C</b>	<b>Storage Services - Supplies Sub-total (of lines 14 to 15)</b>			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
<b>D-Storage Services - Miscellaneous</b>																	
16	Standard records storage box - Reboxing a damaged box upon the prior written authorization of the Region's Manager, Information Management Services (service includes <u>new box supplied by Proponent</u> , appropriate labelling, and labour)	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
17	Standard records storage box - Reboxing a damaged box upon the prior written authorization of the Region's Manager, Information Management Services (service includes <u>new box supplied by Region</u> appropriate labelling, and labour)	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
18	Non-standard records storage box/container - Reboxing a non-standard damaged box/container upon the prior written authorization of the Region's Manager, Information Management Services (service includes <u>new box/container supplied by Region</u> appropriate labelling, and labour)	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>D</b>	<b>Storage Services - Miscellaneous Sub-total (of lines 16 to 18)</b>			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -

Item #	Service Description	Unit of Measure	PART i-PAPER RECORDS (Section 15.1 to 15.11)			PART ii-MICROFORM RECORDS (Section 16.1 to 16.13)			PART iii-VHS and CD ROM (Section 17.1 to 17.13)			PART iv-PLANNING & MAPPING (Section 18.1 to 18.13)			PART v-Archival (Section 19.1 to 19.13)		
			Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price
<b>E-Retrieval Services - REGULAR</b> (i.e. records requested between 8:30 AM and 11:00 AM Monday to Friday (excluding statutory holidays) for delivery by 3:00 PM the same day OR records requested after 11:00 AM and before 5:00 PM Monday to Friday (excluding statutory holidays) for delivery by 10:00 AM the next business day). Note: Fees for Regular, Next Day, After Hours, Rush Level 1, and Rush Level 2 retrieval services include all packaging and supplies required to deliver the records. Strapping, equipment and other miscellaneous items will not be charged in addition. Fees for those retrieval services do not include transportation/delivery services fees or fuel surcharges if such surcharges are assessed. Refer to PROPOSAL REQUIREMENTS CHARTS Section 5.1 to 5.13																	
19	Retrieval - box	EA	3532	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
20	Retrieval - file/folder upon the prior written authorization of the Region's Manager, Information Management Services	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
21	Retrieval - item upon the prior written authorization of the Region's Manager, Information Management Services	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>E</b>	<b>Retrieval Services - REGULAR Sub-total (of lines 19 to 21)</b>				\$ -			\$ -			\$ -			\$ -			\$ -
<b>F-Retrieval Services - NEXT DAY</b> (i.e. records requested after 11:00 AM and before 5:00 PM Monday to Friday (excluding statutory holidays) for delivery by 10:00 AM the next business day).																	
22	Retrieval - box	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
23	Retrieval - file/folder upon the prior written authorization of the Region's Manager, Information Management Services	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
24	Retrieval - item upon the prior written authorization of the Region's Manager, Information Management Services	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>F</b>	<b>Retrieval Services - NEXT DAY Sub-total (of lines 22 to 24)</b>				\$ -			\$ -			\$ -			\$ -			\$ -
<b>G-Retrieval Services - AFTER HOURS</b> (i.e. records requested between 4:30 PM to 8:30 AM Monday to Friday (excluding statutory holidays) and any time during the 24 hour day on Saturday, Sunday, or a statutory holiday). Refer to PROPOSAL REQUIREMENTS CHARTS Section 5.1 to 5.13																	
25	Retrieval - box	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
26	Retrieval - file/folder upon the prior written authorization of the Region's Manager, Information Management Services	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
27	Retrieval - item upon the prior written authorization of the Region's Manager, Information Management Services	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>G</b>	<b>Retrieval Services - AFTER HOURS Sub-total (of lines 25 to 27)</b>				\$ -			\$ -			\$ -			\$ -			\$ -
<b>H-Retrieval Services - RUSH SERVICE LEVEL 1</b> (i.e. records requested between 8:30 AM and 4:30 PM Monday to Friday (excluding statutory holidays) for delivery within 120 minutes from the time the request was submitted on the same day). Refer to PROPOSAL REQUIREMENTS CHARTS Section 5.1 to 5.13																	
28	Retrieval - box	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
29	Retrieval - file/folder upon the prior written authorization of the Region's Manager, Information Management Services	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
30	Retrieval - item upon the prior written authorization of the Region's Manager, Information Management Services	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>H</b>	<b>Retrieval Services - RUSH SERVICE LEVEL 1 Sub-total (of lines 28 to 30)</b>				\$ -			\$ -			\$ -			\$ -			\$ -
<b>I-Retrieval Services - RUSH SERVICE LEVEL 2</b> (i.e. records requested after 3:00 PM Monday to Friday (excluding statutory holidays) for delivery within 180 minutes from the time the request was submitted on the same day). Refer to PROPOSAL REQUIREMENTS CHARTS Section 5.1 to 5.13																	
31	Retrieval - box	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
32	Retrieval - file/folder upon the prior written authorization of the Region's Manager, Information Management Services	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
33	Retrieval - item upon the prior written authorization of the Region's Manager, Information Management Services	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>I</b>	<b>Retrieval Services - RUSH SERVICE LEVEL 2 Sub-total (of lines 31 to 33)</b>				\$ -			\$ -			\$ -			\$ -			\$ -
<b>J-Retrieval Services - OTHER</b> Refer to PROPOSAL REQUIREMENTS CHARTS Section 5.1 to 5.13																	
34	Electronic copy (scan) of records on microfilm upon the prior written authorization of the Region's Manager, Information Management Services	EA	1	\$ -	\$ -												
<b>J</b>	<b>Retrieval Services - OTHER Sub-total (of line 34)</b>				\$ -			\$0.00			\$0.00			\$0.00			\$0.00

Item #	Service Description	Unit of Measure	PART i-PAPER RECORDS (Section 15.1 to 15.11)			PART ii-MICROFORM RECORDS (Section 16.1 to 16.13)			PART iii-VHS and CD ROM (Section 17.1 to 17.13)			PART iv-PLANNING & MAPPING (Section 18.1 to 18.13)			PART v-Archival (Section 19.1 to 19.13)		
			Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price
<b>K-Unsuccessful Retrievals (i.e. record cannot be found after a thorough search)</b>																	
Refer to PROPOSAL REQUIREMENTS CHARTS Section 5.1 to 5.13																	
35	Unsuccessful retrieval - box	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
36	Unsuccessful retrieval - file/folder	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
37	Unsuccessful retrieval - item	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>K</b>	<b>Unsuccessful Retrievals Sub-total (of lines 35 to 37)</b>				\$ -			\$ -			\$ -			\$ -			\$ -

<b>L-Refile Services</b>																	
38	Refill - box	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
39	Refill - file/folder	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
40	Refill - item	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>L</b>	<b>Refill Supplies Sub-total (of lines 38 to 40)</b>				\$ -			\$ -			\$ -			\$ -			\$ -

<b>M-Transportation/Delivery Services</b> Note: Transportation/delivery services fees are per visit to a particular Regional office/site and there can be more than one delivery/pick-up location per building/location. When more than one delivery/pick-up location at a building/location is serviced on the same visit, the Region shall be billed for one visit only. Transportation/delivery services fees will remain the same whether the delivery/pick-up is for one or multiple records cartons, one file or multiple files, or one item or multiple items (within an agreed upon limit). Refer to PROPOSAL REQUIREMENTS CHARTS Section 7.1 to 7.13																	
41	(a) Trip Charge - REGULAR delivery / pick-up (i.e. records requested between 8:30 AM and 11:00 AM Monday to Friday (excluding statutory holidays) for delivery by 3:00 PM the same day (as per Section 7.5 (a))	EA	3532	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
	(b) Trip Charge - REGULAR delivery / pick-up (i.e. records requested after 11:00 AM and before 5:00 PM Monday to Friday (excluding statutory holidays) for delivery by 10:00 AM the next business day (as per Section 7.5 (b))																
42	(c) Trip Charge - RUSH SERVICE LEVEL 1 delivery (as per Section 7.5 (c))	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
43	(d) Trip Charge - RUSH SERVICE LEVEL 2 delivery (as per Section 7.5 (d))	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
44	Trip Charge - AFTER HOURS LEVEL 1 delivery / pick-up (as per Section 7.6)	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
45	Trip Charge - AFTER HOURS LEVEL 2 delivery (as per Section 7.7)	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
46	Fuel surcharge (if any)	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
47	Additional fee, if/as applicable (specify fee name)	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>M</b>	<b>Transportation/Delivery Services Sub-total (of lines 41 to 47)</b>				\$ -			\$ -			\$ -			\$ -			\$ -

<b>N-Destruction Services (i.e. retrieval of records approved for destruction, updating the Region's records listing, destroying the records and providing a certificate of destruction). Note: Certificates of destruction are to be provided at no cost.</b> Refer to PROPOSAL REQUIREMENTS CHARTS Section 9.1 to 9.8																	
48	Standard records storage box	EA	2049	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
49	Miscellaneous containers measuring a) 2 x 19.25 x 13.25, b) 3 x 15 x 11, c) 2 x 24.5 x 18.25, d) 3 x 18.5 x 14.5, e) 3.25 x 17.25 x 11.5, f) 12 x 6.125 x 4.125, g) 15 x 22 x 2, h) 12 x 7.75 x 5.5, i) 6 x 14, and j) 40 x 18 x 6	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
50	Item within box	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
51	19.5 x 16 x 14 container	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
52	25 x 11 x 5.5 container	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
53	17 x 11 x 26 container	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
54	26 x 22 x 48 container	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
55	45 x 6 x 6 container	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>N</b>	<b>Destruction Services Sub-total (of lines 48 to 55)</b>				\$ -			\$ -			\$ -			\$ -			\$ -

Item #	Service Description	Unit of Measure	PART i-PAPER RECORDS (Section 15.1 to 15.11)			PART ii-MICROFORM RECORDS (Section 16.1 to 16.13)			PART iii-VHS and CD ROM (Section 17.1 to 17.13)			PART iv-PLANNING & MAPPING (Section 18.1 to 18.13)			PART v-Archival (Section 19.1 to 19.13)		
			Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price	Estimated Quantity per Year	Unit Price	Extended Price
<b>O-Permanent Withdrawal/Removal Services (i.e. retrieval of records to be permanently withdrawn/removed, preparation of the records for shipment, providing a machine-readable copy of the data about those records in the Proponent's computer system, and deleting all data about those records from the Proponent's system). Note: Permanent withdrawal/removal fees do not include transportation/delivery services fees or fuel surcharges if such surcharges are assessed. Refer to PROPOSAL REQUIREMENTS CHARTS Section 10.1 to 10.5</b>																	
56	Standard records storage boxes (12.5 x 10 x 15.5 and 12.5 x 10.125 x 15.75)	EA	30	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
57	19.5 x 16 x 14 container	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
58	25 x 11 x 5.5 container	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
59	17 x 11 x 26 container	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
60	26 x 22 x 48 container	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
61	45 x 6 x 6 container	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
62	Several cabinets in the following sizes: a) 42 x 14 x 27, b) 47 x 18 x 40, c) 40 x 29 x 66, d) 36 x 18 x 53, e) 60.5 x 42.5 x 28	EA										1	\$ -	\$ -			
63	Miscellaneous containers measuring a) 2 x 19.25 x 13.25, b) 3 x 15 x 11, c) 2 x 24.5 x 18.25, d) 3 x 18.5 x 14.5, e) 3.25 x 17.25 x 11.5, f) 12 x 6.125 x 4.125, g) 15 x 22 x 2, h) 12 x 7.75 x 5.5, i) 6 x 14, j) 40 x 18 x 6, k) 13 x 10 x 25 and l) 8.5 x 11 x 4	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
64	Charge per cubic foot	EA	1			1			1			1			1		
65	Permanent withdrawal/removal - file/folder	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
66	Permanent withdrawal/removal - item	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
67	Permanent withdrawal/removal - please list any additional fees not captured in Items 56 to 66	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>O</b>	<b>Permanent Withdrawal/Removal Services Sub-total (of lines 56 to 67)</b>				\$ -			\$ -			\$ -			\$ -			\$ -
<b>P-Reporting</b> <span style="float: right;">Refer to PROPOSAL REQUIREMENTS CHARTS Section 8.1 to 8.4</span>																	
68	Detailed, departmental and/or client specific (by previously arranged client code) monthly reports of all transactions or services to accompany the monthly invoice	EA	12	\$0.00	\$0.00	12	\$0.00	\$0.00	12	\$0.00	\$0.00	12	\$0.00	\$0.00	12	\$0.00	\$0.00
69	Ad hoc reports	EA	12	\$0.00	\$0.00	12	\$0.00	\$0.00	12	\$0.00	\$0.00	12	\$0.00	\$0.00	12	\$0.00	\$0.00
70	Additional reports if/as applicable (please specify the report name in this column).	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>P</b>	<b>Reporting Sub-total (of lines 68 to 70)</b>				\$ -			\$ -			\$ -			\$ -			\$ -
<b>Q-Account Administration (e.g. fees related to updating account information such as adding/deleting an authorized user of the Proponent's online system)</b>																	
71	Account administration fees if applicable (please specify the fee name in this column).	L.S.	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>Q</b>	<b>Account Administration Sub-total (of line 71)</b>				\$ -			\$ -			\$ -			\$ -			\$ -
<b>R-Access to Proponent's Online System</b>																	
72	Access by five authorized Region staff	L.S.	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
73	Additional fees if applicable (please specify the fee name in this column).	EA	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>R</b>	<b>Access to Proponent's Online System Sub-total (of lines 72 to 73)</b>				\$ -			\$ -			\$ -			\$ -			\$ -
<b>S-Viewing Room at Proponent's Facility(ies)</b>																	
74	Use of Viewing Room at Proponent's facility(ies) to examine Region records retrieved by the Proponent's staff	EA	6	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -
<b>S</b>	<b>Viewing Room at Proponent's Facility(ies) Sub-total (of line 74)</b>				\$ -			\$ -			\$ -			\$ -			\$ -

