

City of Coquitlam

Request for Offers
RFO No. 20-04-08

Colocation Centre Services

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[PROPOSAL SUBMISSION FORM](#)

[APPENDIX A – EQUIPMENT CABINET LEASE AGREEMENT](#)

SUMMARY OF KEY INFORMATION

RFO Reference	RFO No. 20-04-08 Colocation Centre Services
Overview of the Opportunity	<p>The purpose of this RFO is to provide secure Colocation Centre space, capacity and network services within a mature facility in the municipality of Coquitlam to interested parties.</p> <p>All offers will be reviewed and the City may contact respondents to discuss and refine requirements. The City would like to establish contractual relationships for Colocation Services with interested parties.</p>
Closing Date and Time	2:00 pm local time Tuesday, July 21, 2020
Instructions for Offer Submission	<p>Offers are to be consolidated into one PDF file and uploaded electronically through Qfile, the City’s file transfer service accessed at qfile.coquitlam.ca/bid</p> <ol style="list-style-type: none"> 1. In the “Subject Field” enter: RFO Number and Name 2. Add files in .pdf format and Send (Ensure your web browser remains open until you receive 2 emails from Qfile to confirm receipt.) <p>Phone 604-927-3037 should assistance be required.</p> <p>The City reserves the right to accept offers received after the Closing Date and Time.</p>
Obtaining RFO Documents	<p>RFO Documents are available for download from the City of Coquitlam’s website: www.coquitlam.ca/BidOpportunities</p> <p>Printing of RFO documents is the sole responsibility of the Proponents.</p>
Instructions to Proponents	<p>The guidelines for participation that will apply to this RFO are posted on the City’s website: Instructions to Proponents</p>
Questions	<p>Questions are to be submitted in writing quoting the RFO number and name up to 3 business days before the closing date sent to email: bid@coquitlam.ca</p>
Addenda	<p>Proponents are required to check the City’s website for any updated information and addenda issued, before the Closing Date at the following website: www.coquitlam.ca/BidOpportunities</p>
Withdrawal of Submission	<p>Offers may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: bid@coquitlam.ca prior to the Closing Date and Time.</p>

DEFINITIONS

“City” “Owner” means City of Coquitlam.

“Contract” means the Equipment Cabinet Lease Agreement attached as Appendix B that will be executed between the parties formalize the Contract with the successful Offeror(s). The Agreement will include any negotiations with a Respondent based on the Offer submitted and will incorporate by reference the Request for Offers, the Terms and Conditions of Contract included in this RFO, any additional subsequent information, any addenda issued, the Respondent’s Offer, and acceptance by the City.

“Colocation Centre Services” means the sharing of a Data Center location within a common location. This would entail the provisioning of enterprise grade data center secured racks and the supply of power to the dedicated rack space.

“Offer” “Submission” means the submission submitted by a Respondent

“Offeror” “Respondent” “Proponent” means responder to this Request for Offers.

“Request for Offers” “RFO” shall mean and include the complete set of documents, specifications and addenda incorporated herein, and included in this Request for Offers.

“Services” means and includes the supply of services as described within this document, by the City to the successful Respondent(s) as described

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

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

1. INSTRUCTIONS TO RESPONDENTS

1.1. Purpose

The purpose of this RFO is to invite offers from firms for leasing of up to 12 full size (42 RMU) cabinet style racks at the City's Poirier Sports and Leisure Center (PSLC) Colocation Centre, as stated within this RFO.

The City is seeking to identify and select one or more interested Respondents for the leasing of Data Centre Space.

The City's preference is to lease the available space to one Respondent, but may lease to more than one Respondent, based on Responses received.

1.2. Instructions to Respondents

Respondents are advised that the rules for participation that will apply to this RFO are posted on the City's website at: [Instructions to Proponents](#).

By submission of an offer in response to this RFO, the Respondent agrees and accepts the rules by which the competitive process will be conducted.

Proponents should complete and submit the information requested in this RFO document on the **Offer Submission Form** or in a format that has been approved and is acceptable to the City.

1.3. Terms of Contract

The City will provide Colocation Services to successful Respondent(s) for a period of 1 to 5 years. Subject to mutual agreement, extended terms or options to renew for additional terms will be made available. The agreement will include options for additional services provided by the City.

1.4. Standard Colocation Centre Agreement

Appendix B – Equipment Cabinet Lease Agreement is the standard contract for the Colocation Services Agreement. Some terms within the agreement can be refined based on specific requirements and current offerings of the City.

1.5. Company History and Requirements

The City is interested in your company's:

- a. Line of Business
- b. Current IT Infrastructure requirements and growth rate.
- c. Compliance requirements.
- d. Special technical requirements.

This information will allow the City to review your background, technical capability and offer not only colocation services but other services that may serve your needs that may include: High Speed network services from Coquitlam to VANIX, access to other network providers at the Colocation Center and customized rack space based on your requirements.

The information would be reviewed and the City would reach out to company's that align with the City's offering and your company's needs.

1.6. Form of Offer

Offers should be based on the following elements:

- a. Colocation Space Requirements,
- b. Power Reservation,
- c. Selected Network Services,
- d. Cross Connects for non-City network services,
- e. Customization Requirements, and
- f. Term of the agreement in years.

Once meeting with your key personnel, we will guide you through the options and payment schedule based on your business needs.

2. GENERAL CONDITIONS OF CONTRACT

2.1. Terms and Conditions of Contract

The City's preferred form of contract is attached as **Appendix A – Equipment Cabinet Lease Agreement**. The contract can be reviewed and some of the terms can be refined for your specific requirements. Once executed, this will form the agreement between the City and the Offeror(s).

3. COLOCATION CENTRE ENVIRONMENT

3.1. Colocation Centre – Profile

The Colocation Center is located within the Poirier Sports and Leisure Center (PSLC) in the City of Coquitlam. The location is easily accessible and includes parking and multiple access points to the facility. The Colocation services include but are not limited to the following:

3.2. Access Control and CCTV Services

The Colocation Center offers 24-hour access via sequential secure entrance doors into the shared colocation space.

a. Access Control:

Access is granted through three (3) control points:

- I. Perimeter Access into Staging, then
- II. Staging area into the colocation center proper, finally
- III. Controlled access to leased cabinets.

The system employs both proximity cards and biometric scanning for those persons designated by the lessee.

In addition to these security features movement logs are maintained.

b. CCTV- Monitoring

The Data Centre is monitored by 6 high Resolution video cameras covering the main entrance, vestibule, secondary entrance and each row. Full resolution recordings are kept for initial retention periods and limited frame rate is kept for extended archiving purposes.

3.3. Fire Suppression

The Colocation Center include Very Early Warning Detection System (VESDA) associated with a fire suppression system and finally a pre-action sprinkler system.

3.4. Cooling Systems

Cooling has (2) Components: An in-row liquid racking cooling systems with the building HVAC systems.

a. In-Row Cooling

The Colocation Center included enterprise grade server racks with in-row liquid cooling systems that result in less ram airflow and a higher degree of air quality than traditional cooling systems.

The Cooling system include real time monitoring for overheating and flow.

b. HVAC systems

The Staging Area and Colocation Center are supported by a roof mounted HVAC system.

3.5. Power Services

a. Cabinet Power

Each cabinet is equipped with two vertically mounted PDUs providing 24 amps over 208 V via 21 outlets C13 (12 amps) and 3 outlets C19 (16 amps).

b. Generator and UPS Services

All racks are backup with an 80KVA UPS and 300KVA Diesel generator that is tested monthly with a fuel capacity for XX hours off grid.

c. Special Options

On request access can be given to the KVM (if installed) and the PDU socket control. An account and a password will then be created and assigned.

Note: Power usage and billing is based on PDUs collect power usage data which is used for billing.

3.6. Seismic Protection

All cabinets are protected with a Worksafe IsoBase seismic platform. Please refer to www.worksafetech.com/iso-base/ for specifications.

3.7. Enterprise Cabinets and Cable Management

The Rittal enterprise server cabinet offer an internal cable management system within the Colocation Center's standard offering. The Colocation environment includes overhead ceiling mounted tray systems.

3.8. Network Services

a. Network Service Providers

The City works with multiple Network Service providers at the Colocation center that can offering a range of services.

b. Connections to VANIX

The City's fiber network includes high speed services from the City to VANIX located in downtown Vancouver and as a result offers connectivity to a large set of providers within that location.

c. Attention to compliance

The facility and associated network services that may address your compliance needs. If you can share your requirements with our team, we can identify key technologies and controls that can support your compliance requirements.

d. Colocation Center Operation Practices

Operating Manual can be provided upon request.

e. Periodic Maintenance

The City exercise periodic maintenance on building and colocation systems.

f. Systems Monitoring

There are systems monitoring practices established for Cooling systems and Colocation Racks.



City of Coquitlam
REQUEST FOR OFFERS
RFO No. 20-04-08

Colocation Centre Services

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

Tuesday, July 21, 2020

(Closing Date and Time)

INSTRUCTIONS FOR OFFER SUBMISSION

Proposal submissions are to be consolidated into one PDF file and uploaded through QFile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid

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

Proponents are responsible to allow ample time to complete the Offer Submission process. If assistance is required phone 604-927-3037 or fax 604-927-3037.

Offer Submission Form Complete and return this section	
Submitted by:	_____
	(company name)

1. OFFEROR INFORMATION

Offeror Information	
Company Name:	
Type of Business(es):	
Year Established:	
Current IT Infrastructure Requirements and Growth Rates:	
Compliance Requirements:	
Special Technical Requirements:	
Key Contact:	
Phone Number:	
Email Address:	
Current Location:	
Current DC/Colocation Location(s):	

2. LEASE DURATION

State your preferred lease length with an “X” in the box(es) below.

Lease Term	“X”
One (1) Year Term:	
Two (2) Year Term:	
Three (3) Year Term:	
Four (4) Year Term:	
Five (5) Year Term:	
Other (Describe):	

3. POTENTIAL CAPACITY REQUIREMENT

Physical Requirements	
Number of Racks/Cabinets Required:	
Estimated Power Requirements (KW/kVa):	
Security Requirements (i.e. CCTV, restricted access):	
Other Considerations:	

4. Nature of IT Infrastructure/System Requirements

System Requirements	Description/Comments
Environment (Production, Pre-Production, Test, Development):	
Environment SLA by Environment (7x24, 5x8, etc.):	
Other Considerations:	
IT Infrastructure Requirements	
IT Infrastructure to support Service Resiliency:	
Other Considerations:	

5. Network Requirements

Network Requirements	Description/Comments
Number of Cross Connections:	
Potential additional network services:	
a. HS Connection to VANIX:	
b. Wireless Services on premise:	
c. MS Express Route, AWS Direct Connect, other:	

6. Compliance Considerations

Compliance Requirements	Comments
PCI:	
Sovereign Path:	
PIA:	
Other:	

7. AUTHORIZATION

We hereby submit our Proposal for the supply and services as specified and undertake to carry out the work in accordance with all Regulations and Codes, applicable to this RFP.

We agree to the rules of participation outlined in the [Instructions to Proponents](#) and should our proposal be selected, will accept the City’s contract.

The signature is an authorized person of the organization and declares the statements made in their submission are true and accurate.

For the purpose of this RFP submission, electronic signatures will be accepted.

Company Name:	
Address:	
Phone:	
GST Registration No.:	
Project Contact: Name and Title of Individual <i>for communication related to this RFP</i> (please print)	
Contact Email:	
Name & Title of Authorized Signatory: (please print)	
	Signature:
Date:	

Appendix A

Equipment Cabinet Lease Agreement

Equipment Cabinet Lease Agreement

This agreement made _____.

BETWEEN:

The City of Coquitlam

3000 Guildford Way
Coquitlam, British Columbia
V3B 7N2

(“The City of Coquitlam”)

AND:

Company Name

1234 Street
Vancouver, British Columbia
XXX XXX

(the “Client”)

<u>1</u>	<u>DEFINED TERMS</u>	<u>4</u>
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1. Defined Terms

“Additional Costs” define any additional services that may be required by the Client during the term of the agreement such as setup costs for adjusting power outlets;

“COLO” means co-location facilities owned and operated by The City of Coquitlam where the Equipment Cabinets to be leased are located;

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

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

“Equipment Cabinets” means equipment cabinets leased by the Client;

“Lease Agreement” means this agreement;

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

“Monthly Lease Amount” defines the recurring monthly costs for the Services provided;

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

“Operating Manual” is a document provided by The City of Coquitlam that outlines the particulars of The City of Coquitlam’s current policies and procedures for the accessing and using the COLO and Services and which is updated from time to time and posted on the The City of Coquitlam website;

“Payment Terms” as specified on the Service Order define the frequency of invoicing and payment, either monthly or quarterly;

“Power Outlet Adjustment Costs” are one time costs associated with adjusting power outlets at the request of the Client that the Client has agreed to pay as per the rate specified on the Service Order;

“Power and Cooling Costs” are monthly costs associated with the use of electricity and air conditioning in the COLO that the Client has agreed to pay as per the rate specified on the Service Order;

“Rate for Power and Cooling” defines the cost recovery rate charged for the Client’s use of electric power and cooling;

“Service Order” means an agreement between the parties setting out the particulars for the Services; and

“Services” means Equipment Cabinets, out of band KVM access, KVM emulation and PDU socket control provided by The City of Coquitlam to the Client as defined in this Lease Agreement and applicable Service Order.

2. Scope

2.1 The City of Coquitlam will provide the Services for the Client’s use pursuant to one or more Service Orders, all in accordance with the terms and conditions of this Lease Agreement.

2.2 The Client acknowledges that all right, title and interest in the Services will remain with The City of Coquitlam and the Client’s sole right with respect thereto is to the use of the Services for the

duration and upon the terms and conditions set forth in this Lease Agreement and relevant Service Order.

- 2.3 The parties may enter into further Service Orders for the Client's lease of additional Services, which Service Orders will be covered by the terms and conditions of this Lease Agreement and, on entering into such additional Service Orders, this Lease Agreement will be deemed to be amended to include the additional Service Order.
- 2.4 The Client will comply with the terms and conditions of this Lease Agreement, the Operating Manual and one or more Service Orders, as the case may be, and all applicable laws and regulations.

3. Limitations of Use

- 3.1 The Client may use the Services in accordance with the provisions of the Operating Manual and all applicable laws and regulations provided that such use does not include the sale, resale, exchange, lease or other transfer of rights in the Services.
- 3.2 Except as provided for in Section 12.2, the Client may not sublease any rights in the Services or make the Services available to third parties.
- 3.3 Use of the COLO by the Client is restricted to Client owned and maintained equipment. The Client will be responsible for repairing any damage caused to the COLO and non-client equipment located in the COLO if such damage was caused by the Client or its agents.

4. Payments and Invoicing

- 4.1 The Client will pay The City of Coquitlam for the use of the Services in accordance with the amounts set out in the Service Order.
- 4.2 One Time Setup Costs as specified on the Service Order will be invoiced at the start of the provision of the Services as defined by the Commencement Date indicated on the Service Order.
- 4.3 Services will be invoiced at the start of the provision of the Services as defined by the Commencement Date and as per the Payment Terms specified on the Service Order.
- 4.4 The inflation rate adjustment specified on the Service Order is applied annually and will be added to the Monthly Lease Amount starting on January 1st of each year of the lease.
- 4.5 Cost recovery for power and cooling will be invoiced following the provision of the Services as per the Rate for Power and Cooling and the Payment Terms specified on the Service Order.
- 4.6 Additional Costs will be invoiced following the provision of services as per the rate and Payment Terms specified on the Service Order or as agreed to in writing by the Client and The City of Coquitlam.
- 4.7 The Client will pay The City of Coquitlam invoices within 30 days of the date of the invoice.
- 4.8 The City of Coquitlam may charge the Client for its non-payment of the invoice by the due date, a late fee equal to 1.25% per month of that outstanding balance of the invoice calculated from the invoice date.

5. Provision of Services

- 5.1 The City of Coquitlam agrees to support the Services and to provide the Client with access to COLO, twenty-four (24) hours per day, seven (7) days per week, year round.
- 5.2 The City of Coquitlam agrees to provide COLO designed for the safe operation of critical telecommunications and computer equipment including but not limited to, air conditioning /

cooling systems, uninterrupted power supplies, generator power backup systems and waterless fire protection systems.

- 5.3 The City of Coquitlam agrees to provide the Client with an Operating Manual that defines service level targets and operational procedures and to notify the Client within ninety (90) days of any changes to the Operating Manual.

6. Indemnity and Limitation of Liability

- 6.1 Subject to Sections 6.2 and 6.3 The City of Coquitlam will indemnify and save harmless the Client from liability whether under statute or contract that the Client may sustain, incur or suffer which arise out of or in connection with The City of Coquitlam's negligence.
- 6.2 The City of Coquitlam is not liable to the Client, or third party, for any indirect, unintentional, special, consequential or incidental damages or business revenue or profit loss arising out of or in connection with the use or inability to use the Services, any interruption in The City of Coquitlam's supply of the Services or The City of Coquitlam's inability to supply the Services including any loss or anticipated loss from the Client's, or third party's, unauthorized use or tampering of the Services, or any breach of any term of a Service Order or the Operating Manual, whether such damage or loss arises in contract, tort or otherwise.
- 6.3 Any and all claims which the Client has or hereafter may have against The City of Coquitlam, its servants, employees and representatives in respect of the Services, howsoever arising, whether in contract or in tort, is limited to the per annum value of the total amount of fees and costs for the Service Order.
- 6.4 The Client will indemnify and save harmless The City of Coquitlam and its employees, its servants and representatives from any damages, losses, liability, charges, fines, costs and expenses of any nature and kind whatsoever or howsoever arising, whether under statute or contract that The City of Coquitlam or its employees, servants and representatives may sustain, incur or suffer which arise out of or in connection with the Client's unauthorized use or tampering of the Services, or any breach of any term of the Service Order or Operating Manual.

7. Term

- 7.1 This Lease Agreement enters into force on signature by both parties and, subject to earlier termination pursuant to Section 8, will continue in force so long as one or more Service Orders remain in effect or such longer period as the parties may agree.
- 7.2 Each Service Order entered into under this Lease Agreement will remain in effect for the Lease Term set out in the Service Order, unless terminated in accordance with Section 8.
- 7.3 Service Orders renew automatically for additional terms of one year at the then current Monthly Lease Rate including annual inflation adjustments unless either party provides written notice not to renew the Service Order at least ninety (90) days prior to the Contract Expiry Date.
- 7.4 Upon the termination of this Lease Agreement, the terms and conditions of this Lease Agreement will continue in force and effect in respect of any Service Order entered into as a result of this Lease Agreement for the term of any such the Service Order.

8. Termination

- 8.1 Either party may, by written notice, terminate this Lease Agreement or Service Order for default if the other party breaches a material term of this Lease Agreement or Service Order, as the case

may be, and fails to remedy such breach within thirty (30) business days, or such longer period as the parties may agree, after receipt of notice of termination.

8.2 The City of Coquitlam may terminate this Lease Agreement and associated Service Orders immediately if:

- (i) the Client is in default of payment of two successive invoices;
- (ii) the Client acts in violation of Section 3.1 of this Lease Agreement; or
- (iii) the Client is adjudged bankrupt, makes a general assignment for the benefit of creditors because of insolvency or if a receiver is appointed because of its insolvency and such proceeding is not lifted within twenty (20) days.

8.3 If the Client terminates this Lease Agreement or any Service Order for any reason other than the reasons specified in Section 8.1, the Client will pay to The City of Coquitlam:

- (i) all outstanding invoices in respect of any terminated Service Order due for Services provided before termination; and
- (ii) one-half of the fees applicable for that portion of the unexpired term of any terminated Service Order.

8.4 The Client and The City of Coquitlam may terminate a Service Order by mutual consent without penalty providing both parties have agreed to the termination in writing.

9. Obligations on Termination

9.1 Upon expiration or termination of a Service Order, the Client will promptly remove all items, equipment and other materials belonging to the Client (“Client’s Items”) in respect of that Service Order from the COLO and in no circumstances, later than thirty (30) days after such expiration or termination. The Client will be responsible for any damage to the COLO and equipment in the COLO caused by or resulting from the Client’s removal of the Client’s Items.

9.2 If the Client fails to remove the Client’s Items as required in Section 9.1 within the 30-day period, the Client’s Items remaining in The City of Coquitlam’s COLO will be deemed to be abandoned and The City of Coquitlam may, at its discretion, dispose of such Client’s Items at the cost of the Client.

10. Confidentiality

10.1 The parties acknowledge that during the term of this Lease Agreement, in order to fulfil their obligations under this agreement, it may be necessary for the parties to have access to information related to the other party’s business, process, technology, data or customers that is either proprietary or confidential information or both. Each party will take the same care to safeguard the other party’s information that it takes to safeguard its own information including limiting access to the confidential information to only those employees or contractors who require access to such information in the performance of their duties. Each party will cause its employees, agents and representatives having access to the other party’s confidential information, to abide by the terms of this Section 11.

11. Insurance

- 11.1 The City of Coquitlam agrees to obtain and maintain at its expense throughout the Lease Term and for a period of one (1) year thereafter the following minimum insurance coverage:
- (i) Workers Compensation Board of British Columbia insurance coverage in compliance with all applicable laws of the appropriate jurisdiction;
 - (ii) employer's liability insurance with limits of one million dollars (\$1,000,000) per each incident if employer's liability coverage is not included in the commercial general liability insurance policy;
 - (iii) commercial general liability insurance with combined limits of not less than five million dollars (\$5,000,000) per occurrence;
 - (iv) professional liability insurance covering liability for errors and omissions in the performance or failure to perform the Services contemplated in this Agreement in the amount of not less than five million dollars (\$5,000,000) per claim; and
 - (v) "All Risk" property insurance covering The City of Coquitlam property and equipment used in the provision of the Services.

The Client agrees to obtain and maintain at its expense throughout the Lease Term and for a period of one (1) year thereafter the following minimum insurance coverage:

- (i) Workers Compensation Board of British Columbia insurance coverage in compliance with all applicable laws of the appropriate jurisdiction;
- (ii) employer's liability insurance with limits of one million dollars (\$1,000,000) per each incident if employer's liability coverage is not included in the commercial general liability insurance policy; and
- (iii) commercial general liability insurance with combined limits of not less than five million dollars (\$5,000,000) per occurrence with the Coquitlam Optical Network Corporation and the City of Coquitlam as named insured.

12. General

- 12.1 With the exception of the payment obligations assumed, neither party is liable for damages caused by delay in the performance of, or failure to perform, undertakings under the terms of this Lease Agreement when the delay or failure is due to acts of God, natural disasters, strikes, lockouts, labour disputes, acts or restraints of a governmental body or authority, power failure, destruction or damage to the COLO, sabotage or vandalism, which cannot reasonably be foreseen or provided against.
- 12.2 The parties may not assign this Lease Agreement or any part thereof without the prior written consent of the other party, which consent may not be unreasonably withheld. The parties may assign this Lease Agreement to an affiliate at any time without consent from the other party.
- 12.3 The City of Coquitlam may subcontract the provision of its undertakings pursuant to this Lease Agreement to another party without the consent of the Client.
- 12.4 If any provision of this Lease Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the invalid portion will be severed from the Lease Agreement and will not affect the enforceability or validity of the remaining provisions. The parties will agree upon an amendment to be made to the section, subsection, sentence, clause or phrase previously found to

- be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Lease Agreement so as to reflect its original spirit and intent.
- 12.5 This Lease Agreement constitutes the entire agreement between the parties and shall cancel all prior negotiations, representations or agreements either written or verbal except as specifically set out in this Lease Agreement.
- 12.6 The parties will do and cause to be done all things and execute and cause to be executed all documents reasonably necessary or appropriate to give proper effect to the provisions and intent of this Lease Agreement.
- 12.7 This Lease Agreement may be amended only by agreement in writing, signed by both parties.
- 12.8 The headings and sub-headings in this Lease Agreement are for convenience of reference only, do not constitute a part of this Lease Agreement and will not be taken into consideration in the interpretation of, construction of, or affect the meaning of, this Lease Agreement.
- 12.9 This Lease Agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
- 12.10 No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 12.11 The following provisions survive the termination or expiry of this Lease Agreement and continue in full force and effect: Section 6 (Indemnity and Limitation of Liability), Section 10 (Confidentiality), and this Section 12.11.
- 12.12 This Lease Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 12.13 This Lease Agreement may be executed and delivered in counterparts and by facsimile.

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

The City of Coquitlam

Authorized Signature

Represented by:

Name

Position

Date

Coquitlam, BC

Place

Client Authorized Signature

Represented by:

Name

Position

Date

Place