



CITY OF RICHMOND

CITY OF RICHMOND Notice of Request for Proposal

Contract 3563P

Security Services for the O Zone Celebration Site Richmond

A Request for Proposals (RFP) for Security Services for the O Zone Celebration Site is available for release. A Confidentiality/ Non Disclosure Agreement is required prior to release of the RFP. The Confidentiality/ Non Disclosure Agreement is included as part of this Notice. Please sign the attached Agreement and return to the attention of:

Sumita Dosanjh, Buyer II – Contracting Specialist
Fax: 604-276-4162
or Email to: Purchasing@richmond.ca

Please ensure to include an email address to send the RFP.

The closing date for this Request for Proposal is:

Tender Closing Time:	12.00 Noon local time
Tender Closing Date:	Thursday, May 21, 2009. No public opening will be held for this RFP.

Manager – Purchasing & Risk



Business & Financial Services Department
Finance Division
Telephone: 604-276-4218
Fax: 604-276-4162

File: Request for Proposal 3563P Security Services O Zone
Celebration Site in Richmond

Company Name _____
Address _____

Telephone _____
Fax _____
Email Address _____

Dear Sir:

Re: Confidentiality and Non-Disclosure

The City of Richmond (“Richmond”) wishes to release to you Request for Proposal 3563Q Security Services O Zone Celebration Site(the “RFP”). For the purposes of preparing your Proposal, the RFP will be released to you. We are willing to release the RFP on the following terms and conditions:

1. You must keep confidential all Information disclosed to you relating to the RFP, regardless of whether such Information is in oral, visual, electronic or written and whether or not it is identified as “confidential”. (collectively, the “Information”).
2. Without our prior written consent you and your directors, officers, employees, agents, and advisors (your “Representatives”) will not:
 - (a) use the Information other than to prepare your bid response;
 - (b) disclose the Information to any person other than your Representatives who need to know such Information, provided your Representatives are informed of the confidential nature of such Information and agree to treat such Information as confidential in accordance with the terms of this agreement; or

- (c) disclose to any person other than your Representatives who need to know such Information the status of other facts relating to the RFP.
3. You will notify us in writing, immediately, upon discovery of any unauthorized use or disclosure of the Information or other breach of this agreement and will cooperate with us to prevent any further unauthorized use or disclosure of the Information and to remedy the breach. You are responsible for any breach by your Representatives of any of the provisions of this agreement.
 4. The disclosure restrictions contained in this agreement do not apply to any Information required to be disclosed by any applicable law or any order of any competent court or authority. However, prior to making such disclosure, you must:
 - (a) immediately advise us of the requirement;
 - (b) cooperate with us in limiting the extent of the disclosure; and
 - (c) provide us with a reasonable opportunity to obtain a protective order or other remedy in order to preserve the confidentiality of such Information.
 5. The confidentiality restrictions contained in this agreement do not apply to any Information that:
 - (a) is or becomes generally available to the public other than as a result of direct or indirect disclosure by you or your Representatives; or
 - (b) is or becomes available to you on a non-confidential basis from a source other than us, provided such source does not owe a duty of confidentiality to us or to any other person.
 6. If you choose not to bid , you will immediately notify us in writing. Upon giving such notice, or upon our written request at any time, you agree to immediately:
 - (a) return all copies of our Information;
 - (b) destroy all copies of all materials prepared by you or your Representatives which contain, reflect, summarize, analyze, discuss or review any of our Information; and
 - (c) confirm such return and destruction to us in writing.

Any oral, visual, electronic or other Information incapable of return or destruction as required by this agreement will continue to be subject to the confidentiality restrictions contained in this agreement.
 7. We make no representation or warranty, express or implied, as to the accuracy or completeness of the Information provided by us. We have no liability to you or any other person for any losses, liabilities, damages, claims, demands or expenses resulting from, connected with or arising out of your use of our Information, which is provided on a strictly non-recourse basis.
 8. Nothing in this agreement nor the disclosure of Information by us creates any agency, partnership, or joint venture, relationship between you and us. Neither we nor you have any legal obligation with respect to any transaction by virtue of this agreement other than for the matters agreed to in this agreement.

9. We both share a common legal and commercial interest in the Information disclosed by us. This Information is and remains subject to all applicable privileges. No waiver of any privileges is implied by the disclosure of Information contemplated by this agreement.
10. Disclosure or use of Information contrary to this agreement, or any other failure to comply with the terms and conditions of this agreement, will give rise to irreparable injury to us inadequately compensable in damages. We may, in addition to any other remedy available at law or equity, enforce the performance of this agreement by way of injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages (and without the requirement of posting a bond or other security) and, notwithstanding that damages may be readily quantifiable, you agree not to plead sufficiency of damages as a defence in any such proceeding.
11. This agreement is binding on and enures to the benefit of you and us and our respective successors and permitted assigns. This agreement may only be supplemented, amended or otherwise modified by written agreement signed by you and us. Neither this agreement nor any of the rights or obligations under this agreement may be assigned or transferred by you or us without the prior written consent of the other. Time is of the essence in this agreement.
12. This agreement constitutes the entire agreement between us relating to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions between us whether written or oral.
13. If any provision of this agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, that provision will be severed and the remaining provisions will remain in full force and effect.
14. This agreement is governed by and the laws of the Province of British Columbia and the laws of Canada applicable in the province. You irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

If you agree with the above, please date sign and return a copy of this letter, which will constitute our agreement with respect to the subject matter of this letter.

Yours truly,

City of Richmond

Accepted and agreed to on _____, 2009 by:

Signature & Title of Authorized Signatory