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ADDENDUM No.1

REQUEST FOR QUOTATIONS (RFQ) No.: 1220-040-2022-016

TITLE: LAPTOP RENTAL

ADDENDUM ISSUE DATE: January 28, 2022

CLOSING DATE: prefer to receive Quotations on or before

February 2nd, 2022

INFORMATION FOR CONTRACTORS

This Addendum is issued to provide additional information to the RFQ for the above-named project, to the extent referenced and shall become thereof. No consideration will be allowed for extras due to the Contractor not being familiar with this Addendum. This Addendum No. 1 contains four (4) pages in total.

- 1. In Attachment No. 1 AGREEMENT Goods and Services:
- (a) Delete Section 1.3 as issued in its entirety and substitute with the following:
 - "1.3. The following attached Schedules and Attachments are a part of this Agreement:

Schedule A – Specifications of Goods and Scope of Services;

Schedule B – Quotation Extracts;

Attachment 1 - Privacy Protection Schedule; and

Attachment 2 – Confidentiality and Non-Disclosure Agreement."

(b) Add Attachment 1 – Privacy Protection Schedule and Attachment 2 – Confidentiality and Non-Disclosure Agreement as <u>attached separately</u> from this Addendum No. 1.

2. In Schedule A – Specifications of Goods and Scope of Services:

(a) Refer to Section 2 – Specifications of Goods and Scope of Services, Preferred Laptop Specification Table.

Delete list item 3 from the Other Service Requirements section and replace with list item 3 as attached to this Addendum No. 1:

Other Service Requirements

Secure Data wipe: Overwrite all sectors on storage media four (4) times with random characters, provide report upon completion.

3. It is anticipated that Laptops have hard disk drives and not solid state drives. Laptops with solid state drives will not meet the Secure Data Wipe requirement, and hence must come with proven secure methods of disk wiping.

3. In Schedule B – Form of Quotation:

(a) Delete Schedule B – Form of Quotation as issued for quotation in its entirety and substitute with the revised "Schedule B – Form of Quotation – Addendum No. 1" as <u>attached separately</u> from this Addendum. Additions have been made as indicated in <u>red text</u>.

QUESTIONS AND ANSWERS:

Q.1. [Refer to Attachment 1 – Agreement – Goods and Services]

6.6.: We will need a 'waiver of regulation letter'

Where can this be obtained?

A.1. For further information on this requirement for non-residents whose services are performed in Canada, you may refer to Regulation 105 of the Income Tax Act and Information Circular IC75-6R2 on the Canada Revenue Agency ("CRA") website: http://www.cra-arc.gc.ca.

If you are a non-resident contractor who will be performing services in Canada and want to apply for a waiver of Regulation 105 withholding tax, you will need to fill out a Regulation 105 Waiver Application (Form R105 E (12)) and submit it to the Tax Services Office nearest to where the services are to be provided in Canada. For services provided to the City which are performed in Surrey, submit the Waiver Application form to:

Surrey Tax Centre 9755 King George Boulevard Surrey, BC Canada V3T 5E1

Please note that waiver applications should be submitted at least thirty (30) days before the services begin or the initial payment is made by the City, as to allow sufficient

processing time by the CRA. To obtain Form R105 E(12) or get more information regarding Regulation 105 Withholding, please visit the CRA website noted above.

You are encouraged to visit the CRA website to get more information on how to file a Canadian income tax return and any other obligations that you may have under Canada's Income Tax Act.

Q.2. [Refer to Attachment 1 – Agreement – Goods and Services]

10.6.:

"All City Data will be stored on servers located solely within Canada. The Contractor will not permit access to Personal Information from outside Canada."

Will any 'City Data' be stored locally on the laptops?

- **A.2.** Yes, there will be City Data stored on the laptop.
- **Q.3.** [Refer to Attachment 1 Agreement Goods and Services]

13.12.:

"The Contractor acknowledges and agrees that, upon termination or expiry of this Agreement, or at any time during the term of this Agreement at the City's request, all City Data in the possession of the Contractor shall be destroyed using a "Purge" or "Destroy" method, as defined by NIST Special Publication 800-88, such that ensures that City Data recovery is infeasible."

If we are receiving the laptops back in the US, 'City Data' is leaving CA. Can we destroy all data in US?

- **A.3.** Yes, it is possible to destroy the data in the US as the awarded Contractor will be required to sign a Privacy Protection Schedule and Confidentiality Agreement upon award (reference Section 1. (b) above). A chain of custody should be in place for the laptops as well as a final report confirming the destruction of information. For pickup of the laptops, the Contractor will need to ensure secure physical transfer of the laptops and coordinate with the City.
- **Q.4.** [Refer to Attachment 1 Agreement Goods and Services]

13.13.:

"The Contractor must provide the City with a backup of all City Data prior to performing City Data destruction unless otherwise instructed by the City in writing. The Contractor must receive confirmation from the City that all City Data to be destroyed has been received."

DO we need to back up all laptops then destroy? 13.12 & 13.13 seem contradictory

A.4. We do NOT want the vendor to do any backup of City Data, but we will need a report confirming the data has been wiped from laptops.

For clarity, delete the first sentence from section 13.13 in from Attachment 1 – Agreement – Goods as issued in its entirety and substitute with the following:

"13.13 The Contractor must receive confirmation from the City that all City Data to be destroyed has been received."

Q.5. [Refer to Attachment 1 – Agreement – Goods and Services]

21.2.:

"The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement."

Can we provide the Workers Comp Board confirmation AFTER award and before delivery of goods? Is US confirmation acceptable?

A.5. Reference Schedule B – Quotation, Section 4:

"The City requires that the successful Contractor have the following in place before providing the Goods and Services:"

U.S. confirmation is acceptable if the Contractor will be on site less than 14 days.

Q.6. [Refer to Schedule B – Quotation]

Under section 4(d) City of Surrey or Intermunicipal Business License Number – Are you able to provide me with more information about this. Do I have to register (...) to obtain this number? How do I do this?

A.6. Reference Schedule B – Quotation, Section 4:

"The City requires that the successful Contractor have the following in place before providing the Goods and Services:"

The City website has information available for the application process, "Applying for a Business License":

https://www.surrey.ca/business-economy/business-licensing/applying-for-a-business-licence

- END OF ADDENDUM -