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**Part 3 – Technical Specifications and Requirements for Deliverables**

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**1. SECTION 1 – SPECIFICATIONS AND REQUIREMENTS FOR DELIVERABLES**

**1.1 Scope of Work and Associated Deliverables**

The Successful supplier shall provide licensed digital forensic software solutions to support the City of Toronto's investigative, cybersecurity and digital evidence-processing operations.

The required software includes, but is not limited to the following:

- Disk and file-system forensics tools (e.g., X-Ways Forensics) for imaging, analysis, and recovery of digital evidence.
- Cross-platform digital evidence analysis suites (e.g., AXIOM Advanced) for processing and reviewing computer, mobile, and cloud artifacts.
- Rapid acquisition tools (e.g., Digital Collector) for field-based data collection from devices and digital media.
- Memory and malware analysis tools (e.g., Inseyets) for volatile memory examination and threat-hunting.
- Password recovery and decryption tools (e.g. Passware Kit Forensic) supporting encrypted media and files.
- Specialized forensic utilities (e.g., Arsenal Recon tools) for registry reconstruction, image mounting, and artifact recovery.
- Email acquisition and analysis tools (e.g., Aid4Mail Investigator) for processing large-scale email archives and metadata.

The Supplier shall be responsible for delivery, licensing, activation, and documentation associated with all software.

**2. Samples – NOT APPLICABLE**

**3. Usage Reports – NOT APPLICABLE**

**4. Asset Reporting – Not APPLICABLE**

**5. Specifications – NOT APPLICABLE**

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**6. Delivery**

- 6.1** The Successful Supplier must guarantee delivery of the Product(s) specified in this Request for Quotations 14 calendar days after receipt of a Purchase Order / Contract Release Order, to the delivery location specified by the City in accordance with this section.
- 6.2** The Successful Supplier must deliver the specified Product(s) as per their Quotation without substitution or deviation.
- 6.3** Delivery will be to City of Toronto locations as per the Purchase Order/Contract Release Order.
- 6.4** Late Delivery, partial shipments or shipment of unauthorized Product may result in the Contract being cancelled.

**7. Return of Products**

- 7.1** Should the Product fail to work upon arrival, or within thirty (30) days of arrival, the Product will be returned for a complete exchange of new working Product (same make and model), at no cost to the City. The Product must be exchanged within five (5) business days of notification. The Warranty Period of the replaced Product will be deemed to date from the day of replacement.
- 7.2** If the Product(s) do not function as warranted and the problem cannot be resolved to the satisfaction of the City, then the Product(s) may, at the sole discretion of the City, be returned for a full refund.**Maintenance and Support**

- 8.1** Successful Supplier will provide the relevant support/maintenance/ subscription as specified in the Purchase Order / CRO at the price specified in Part 5 – Price Form during the Term of the Contract.
- 8.2** Maintenance and Support must include access to the listed Forensic software support, which includes at a minimum:
- (a) Periodic updates/upgrades and patches at no charge

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- (b) New releases of the Licensed Program that is available to general client base
  - (c) Correction of defects in a currently supported version of the Licensed Program
  - (d) Support available via phone (twenty-four (24) hour/seven (7) days a week), website, email, access to databases etc.
  - (e) Number of contacts who can call for support
  - (f) Service levels for different severity levels of calls
  - (g) Response time within four (4) hours
  - (h) Target resolution times
  - (i) Updated user documentation manuals
  - (j) User newsletter (on periodic basis)

**9. Software License Terms and Conditions**

- 9.1** All software licensed under this Agreement shall be subject to the terms and conditions set out in Part 2 – Form of Agreement.

**10. Training – NOT APPLICABLE**

**11. Covenants, Representations, and Warranties – NOT APPLICABLE**

## SECTION 2 – DEFINITIONS

### 1. Definitions

In addition to the definitions set out in Part 1 - Section 3.14 the following definitions shall apply throughout Part 3 (SPECIFICATIONS AND REQUIREMENTS FOR DELIVERABLES), Part 4 (SUBMISSION FORMS), and Part 5 (PRICING FORM) of this RFQ, unless inconsistent with the subject matter or context.

- .1 “Effective Date of Product” means the date the Products are delivered to the City in accordance with the Contract and subject to the Warranty provisions in the Contract.
- .2 “Fixes,” “Patches,” or “Bug Fixes” means any change that are made by the Successful Bidder including changes made to the operating system and database system compatibility, error correction and workarounds to restore the Licensed Program(s) to conform with the Documentation provided with the Licensed Program(s);
- .3 “Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;
- .4 “Intellectual Property Rights” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;
- .5 “Late Delivery” means that the complete order was not received at the ship-to address on or before the delivery date and that the equipment was not operable upon receipt (e.g. parts and or instructions were missing), and includes partial shipments or shipment of unauthorized product of any kind;

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- .6 “Licensed Program(s)” means a computer program specified in the Contract and in a Purchase Order or CRO, consisting of (a) the original and all whole or partial copies; (b) data and instructions in machine-readable executable code form; (c) components; (d) audio-visual content (such as images, text, recordings, or pictures); (e) related licensed materials; (f) license use documents or keys, and Documentation; (g) all error corrections, revisions and updates; and (h) any new Versions and Releases of that computer program, if any;
- .7 “Order Form” means the CRO or Purchase Order issued by the City to the Vendor identifying the Licensed Program, Products, Services and/or Support required by the City;
- .8 “HIPA” means the Personal Health Information Protection Act, 2004, as amended;
- .9 “Proof of Purchase” means the document to be provided to the City identifying the Product(s) manufacturer code, Product model, license keys and cost for any acquired Product(s) and/or Licensed Program(s) giving evidence to the City of its authorization to use the Product(s) and/or Licensed Program(s) and its warranty at the specified level identified in the Contract;
- .10 “Release” means a specific revision of a Version of a Licensed Program incorporating minor software modifications. A Version is identified by a number in the form “x.y” where “x” is the Version number and “y” is the Release number. A new Release is signified by an increase in “y”.
- .11 “Subscription” means the purchase of the right to use a Product for a set period of time and which may be renewed;