Agenda
Corporate Services Committee

12th Meeting of the Corporate Services Committee

May 14, 2019, 12:30 PM

Council Chambers

Members

Councillors J. Morgan (Chair), J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, Mayor E. Holder

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Pages

1. **Disclosures of Pecuniary Interest**

2. **Consent**

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2.2 Annual Meeting Calendar 394

3. **Scheduled Items**

4. **Items for Direction**

5. **Deferred Matters/Additional Business**

6. **Confidential (Enclosed for Members only.)**

6.1 Labour Relations/Employee Negotiations

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regards to one of the Corporation's unions including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation.

7. **Adjournment**

TO:	**CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON MAY 14, 2019**
FROM:	**ANNA LISA BARBON, CPA, CGA MANAGIN DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER AND MAT DALEY DIRECTOR, INFORMATION TECHNOLOGY SERVICES**
SUBJECT:	**PRINT SERVICES**

RECOMMENDATIONS

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and the Director, Information Technology Services the following actions **BE TAKEN** with respect to the Print Services Proposal for managed print services, including multifunctional devices, legacy printers, centralized print facility and software licensing solutions:

a) That approval hereby **BE GIVEN** to enter into the Vendor of Record (VOR OSS-00457979), Province of Ontario Agreement (Appendix B) for a five (5) year contract (2019-2024) for Managed Print Services for the Print Fleet and into the Ontario Education Collaborative Marketplace Agreement (OECM-2018-289-04, Appendix C) for a five (5) year contract (2019-2024) for Multi-Function Devices and Related Services for the Print Room;

b) The attached proposed By-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting of Tuesday, May 21, 2019:

   i. **TO APPROVE** the agreement with Ricoh Canada Inc. (the “Supplier”) and The Corporation of the City of London (the “Buyer”) for the “Publicly Funded Organization Agreement” for Managed Print Services for the Print Fleet (Schedule A) and for the “Publicly Funded Organization Agreement” for Multi-Function Devices and Related Services for the Print Room (Schedule B), it being noted that the initial annual cost of this project is estimated at $392,172 for the Print Fleet and $302,028 for the Print Room; and

   ii. **TO AUTHORIZE** the Mayor and City Clerk to execute the Agreement

c) That the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this matter;

d) That Information Technology Services **BE AUTHORIZED** to increase or decrease the quantity of machines and related supplies and services based on terms and conditions established in the contract, coincident with the needs of the various departments in future as numbers of users change due to increase in staff, relocation of work units or copy requirements change and subject to budget availability;

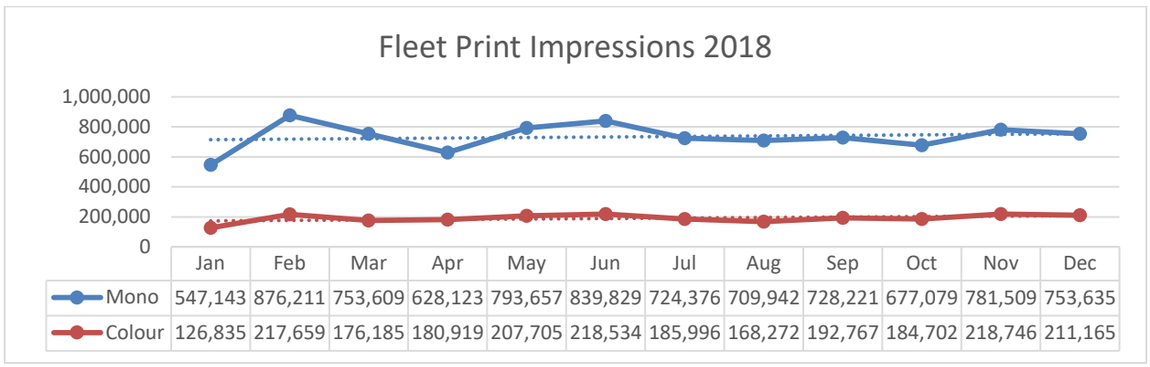
e) Approval hereby given **BE CONDITIONAL** upon the Corporation negotiating terms and conditions with vendor to the satisfaction of both the City Treasurer and the Director, Information Technology Services;

f) Approval hereby given **BE CONDITIONAL** upon the Corporation entering into a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

BACKGROUND

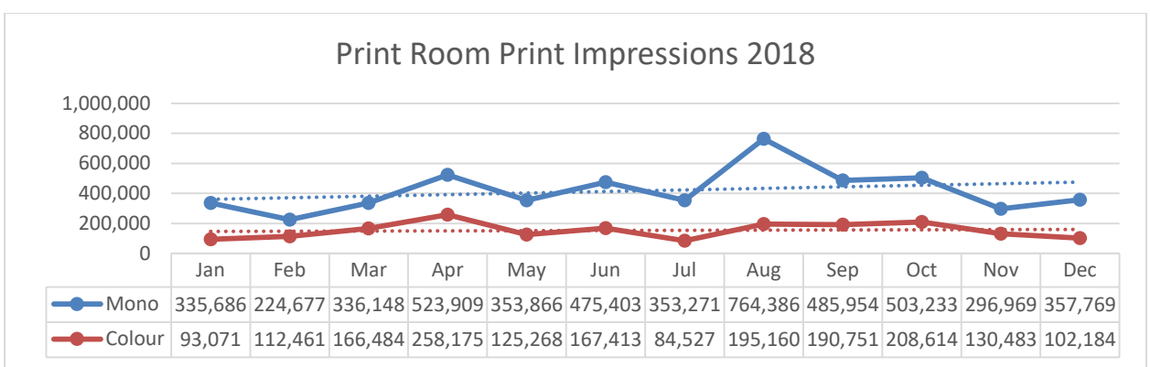
Information Technology Services (ITS) provides two (2) primary print services, Corporate Print Fleet and a Corporate Print Room to the Corporation of the City of London and participating Boards and Commissions.

At the time of writing, the Corporate fleet is comprised of 338 print devices. The fleet of devices vary in size and complexity. They range from larger multifunction devices (MFD) to smaller single use desktop devices. The City of London typically averages approximately 925,000 fleet print impressions per month for both mono (black\white) and colour combined.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mono	547,143	876,211	753,609	628,123	793,657	839,829	724,376	709,942	728,221	677,079	781,509	753,635
Colour	126,835	217,659	176,185	180,919	207,705	218,534	185,996	168,272	192,767	184,702	218,746	211,165

The Corporate Print Room is comprised of six (6) commercial grade print devices and is located in the Lower Level of City Hall. The Print Room provides a number of services such as high volume mono and colour prints, wide format printing and a variety of bindery services. The Print Room typically averages 570,000 print impressions per month for both mono and colour combined.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mono	335,686	224,677	336,148	523,909	353,866	475,403	353,271	764,386	485,954	503,233	296,969	357,769
Colour	93,071	112,461	166,484	258,175	125,268	167,413	84,527	195,160	190,751	208,614	130,483	102,184

DISCUSSION

Procurement approach

Information Technology Services and the Purchasing and Supply Division recently conducted a review and analysis of our current print environments and different procurement approaches to meet the print needs of the Corporation.

Based on this analysis it is recommended that the City of London enters into two agreements with Ricoh Canada Inc. for corporate fleet and corporate print room services. The Master Agreement Adoption Agreement VOR OSS-00457979 for Managed Print Services for the Corporate Print Fleet and the Client-Supplier Agreement OECM-2018-289-04 for Multi-Function Devices and Related Services for the Corporate Print Room. The terms of these awards are for five (5) years. This agreement is estimated to save the City of London $48,000 over the next 5 years, increase process efficiency through digital store front and improve business decision making though real time reporting and analytics

Entering into these two Publicly Funded Organization Agreements allows the City of London to leverage the Province of Ontario Master Agreement VOR OSS-00457979 and the Province of Ontario Master Agreement OECM-2018-289-04 – Managed Print Services and Multi-Function Devices and Related Services with Ricoh Canada Inc. and ensures competitive pricing and cost certainty. Under the VOR OSS-00457979 and the OECM-2018-289-04 agreements The Corporation of the City of London and Ricoh Canada Inc. agree to be bound by the provisions of the VOR OSS-00457979 and OECM-2018-289-04 agreements respectively and the form of these agreements are attached as Appendix A.

Currently several other municipalities are leveraging more than one of the “Publicly Funded Organization Agreements” for both their Print Fleet and Centralized Print Room services. The following municipalities have leveraged the Managed Print Services VOR OSS-00457979 agreement for their Print Fleet and the Multi-Function Devices and Related Services OECM-2018-289-04 agreement for their Print Room: City of Hamilton, City of Brampton, City of Burlington and the Region of Halton.

Services provided

Ricoh Canada Inc. will provide the City of London a new fleet of managed multifunction and single function print devices. The multifunction and single function print devices will provide mono and colour printing to the City of London business units. Ricoh Canada Inc. will provide managed fleet print services software for automated meter reads, print consumable replenishment ordering and proactive device fault troubleshooting. Access to the Ricoh’s MyCustomer Portal will give comprehensive reporting that will include reports on usage, configuration, costs, environmental impact, availability and service levels. Through this portal we will also be able to view graphical representation of system KPIs, drill through geography/organizational views, investigate anomalies and identify areas for improvement. Analysis of this data will allow ITS to review print consumption and promote opportunities to reduce printing where possible and/or divert larger print jobs to our centralized Print Room facility. On-site hardware and software support services will also be provided for the fleet devices with a service escalation structure.

Ricoh Canada Inc. will provide the production Print Room services solution complete with commercial grade print equipment, including wide format printing and all necessary bindery equipment. Staffing similar to the current model will be dedicated to operate and manage this facility. The Print Room staff will have support from a local operations team. The production printers will provide centralized mono and colour printing, wide format printing and various bindery services to the City of London business units. A digital web front end for Print Room orders will also be provided by Ricoh Canada Inc. as part of the agreement. The web front end will enable the Print Room to properly track and prioritize submitted jobs as well as allow the business units to properly track the status of their print jobs.

Assessment and optimization

Building on the ITS review and findings, Ricoh Canada Inc. will provide, at no additional cost, a print assessment that will include on-site visitations to business units. This strategy

will assess the printing requirements for all Corporation of the City of London business unit locations to determine the appropriate model and features required to meet the needs of the users within each location. To support this effort a dedicated Project Manager and Support team will be provided. Implementation of this plan will provide the Corporation of the City of London the opportunity to reduce energy consumption, reduce the total cost of ownership (TCO) and where appropriate reduce equipment quantity. Analysis and implementation of the vetted recommendations resulting from the assessment will allow for continuous improvements, monitoring and on-going management of our print fleet environment.

Financial Impact
The agreements with Ricoh Canada Inc. will provide leased equipment for both corporate fleet and corporate print room services offering the latest models and features provided. The City of London will be invoiced monthly based on equipment provided and monthly impression counts. The initial annual cost of this project is estimated at $392,172 for the Print Fleet and $302,028 for the Print Room. Based on historical, current and expected print impressions the City of London is anticipating a savings of $48,000 over the next five (5) years.

Based on current demand levels and the proposed costing, this undertaking can be accommodated within the existing Information Technology Services approved operating budget.

Purchasing Process
The Ontario Master Agreements VOR OSS-00457979 and OECM-2018-289-04 are in compliance with our procurement of goods and services policy section 14.4 Single Source item g) it is advantageous to the City to acquire the goods or services from a supplier pursuant to the procurement process conducted by another public body. The procurement team has provided two single source file numbers to leverage the two Master Agreements. SS19-17 for the Print Fleet and SS19-23 for the Print Room respectively.

Acknowledgments and Contract/Agreement Review
This report was prepared with the assistance of Purchasing Services. The Ricoh Canada Inc. Ontario Master Agreements VOR OSS-00457979, OECM-2018-289-04 and the Ricoh Canada Inc. contract have been reviewed by Legal Services, Risk Services, Purchasing Services and Information Technology Services.

SUBMITTED BY:	**SUBMITTED BY:**
DAN DOBSON **MANAGER, INFORMATION TECHNOLOGY SERVICES**	**ARI PORZECANSKI** **MANAGER, HARDWARE SERVICES, INFORMATION TECHNOLOGY SERVICES**
RECOMMENDED BY:	**RECOMMENDED BY:**
ANNA LISA BARBON, CPA, CGA **MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER**	**MAT DALEY** **DIRECTOR, INFORMATION TECHNOLOGY SERVICES**

APPENDIX A
Bill No.
2019
By-law No.

A By-law to approve the "Master Agreement Adoption Agreement" and "Client-Supplier Agreement" with Ricoh Canada Inc. for Vendor of Record for Managed Print Services for the Print Fleet and Supplier for Multi-Function Devices and Related Services for the Print Room, respectively; and to authorize the Mayor and the City Clerk to execute the Agreements; and to approve Ricoh Canada Inc. as a Vendor of Record for Managed Print Services for the Print Fleet and Supplier for Multi-Function Devices and Related Services for the Print Room for the City of London.

WHEREAS subsection 5(3) of the Municipal Act, 2001 provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS, after an open and competitive process completed by the Minister of Government Services in 2014, Her Majesty the Queen in right of Ontario has entered into an agreement with Ricoh Canada Inc. for Managed Print Services VOR OSS-00457979;

AND WHEREAS, after an open and competitive process completed by the Ontario Education Collaborative Marketplace ("OECM") in 2018, the OECM has entered into an agreement with Ricoh Canada Inc. for Multi-Function Devices and Related Services OECM-2018-289-04;

AND WHEREAS the Province's agreement with Ricoh Canada Inc. provides an opportunity for Provincially Funded Organizations (PFO) to enter into agreements with Ricoh Canada Inc. for Managed Print Services under substantially the same terms subject to the PFO entering into a Master Agreement Adoption Agreement with Ricoh Canada Inc. and establishing independent agreements (such as purchase orders) to purchase products from Ricoh Canada Inc.;

AND WHEREAS the OECM's agreement with Ricoh Canada Inc. provides an opportunity for OECM Clients to enter into agreements with Ricoh Canada Inc. for Multi-Function Devices and Related Services under substantially the same terms subject to the Client entering into a Client-Supplier Agreement with Ricoh Canada Inc. and establishing independent agreements (such as purchase orders) to purchase products from Ricoh Canada Inc.;

AND WHEREAS Municipal Council of The Corporation of the City of London approves Ricoh Canada Inc. as a Vendor of Record for Managed Print Services for the Print Fleet;

AND WHEREAS Municipal Council of The Corporation of the City of London approves Ricoh Canada Inc. as a Supplier for Multi-Function Devices and Related Services for the Print Room;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Master Agreement Adoption Agreement for Managed Print Services (which allows the City to place orders and acquire Managed Print Services for the Print Fleet from Ricoh Canada Inc. under the same terms of the agreement between Her Majesty the Queen in right of Ontario and Ricoh Canada Inc. under MGS VOR # OSS-00457979), to be entered into between The Corporation of the City of London and Ricoh Canada Inc., substantially in the form attached as Schedule "A" to this by-law, is approved.

2. The Client-Supplier Agreement for Multi-Function Devices and Related Services (which allows the City to place orders and acquire Multi-Function Devices and Related Services for the Print Room from Ricoh Canada Inc. under the same terms of the agreement between the Ontario Education Collaborative Marketplace and Ricoh Canada Inc. under OECM # 2018-289-04), to be entered into between The Corporation of the City of London and Ricoh Canada Inc., substantially in the form attached as Schedule "B" to this by-law, is approved.

3. Ricoh Canada Inc. is approved as a Vendor of Record for Managed Print Services for the Print Fleet.

4. Ricoh Canada Inc. is approved as a Supplier for Multi-Function Devices and Related Services for the Print Room.

5. The Mayor and the City Clerk are authorized to execute the agreements approved under sections 1 and 2 above.

6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on _____, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

Master Agreement Adoption Agreement

This Master Agreement Adoption Agreement is made as of **[Instructions: insert date]** between Ricoh Canada Inc. (the "Vendor") and The Corporation of the City of London (the "Buyer").

Background:

The Vendor and Her Majesty the Queen in right of Ontario, as represented by the Minister of Government Services, have entered into a Master Agreement for Managed Print Services VOR# **OSS-00457979** made as of **February 1st, 2015** (the "Ontario Master Agreement").

The Buyer wishes to enter into a separate agreement with the Vendor so that the Buyer may place orders and acquire Services and Deliverables from the Vendor in accordance with the terms of the Ontario Master Agreement, as amended herein.

For consideration, the receipt and sufficiency of which is acknowledged by the parties, the Buyer and the Vendor acknowledge and agree as follows:

(a) *Adoption*

The Buyer and the Vendor agree to be bound by all of the provisions of the Ontario Master Agreement as if such agreement was entered into by the Vendor and the Buyer, except where an amendment is implied *mutatis mutandis* and except as expressly amended in this Master Agreement Adoption Agreement. For the purposes of this document, the agreement between the Buyer and the Vendor that is being created by the adoption of the Ontario Master Agreement and the amendments referred to in this Master Agreement Adoption Agreement will be referred to as the “Buyer Master Agreement”. For certainty, Her Majesty the Queen in Right of Ontario is not a party to or a guarantor under the Buyer Master Agreement.

(b) *Amendments:*

The following provisions of the Ontario Master Agreement will be amended for the purposes of the Master Agreement Adoption Agreement:

<u>Amendment No. 1</u>

Section 28.01 Notices by Prescribed Means is hereby deleted and replaced with:

Section 28.01 Notices by Prescribed Means – Notices shall be in writing and shall be delivered by postage prepaid envelope, personal delivery, or facsimile and shall be addressed to respectively:

(a) To the Vendor to the attention of:

Ricoh Canada Inc.
Legal Department
100-5560 Explorer Drive,
Mississauga, Ontario
L4W 5M3
Fax: 905-795-6948
Email: legal@ricoh.ca

With a Copy to: Dave Swan
Email: dave.swan@ricoh.ca

(b) To the Buyer to the attention of:

The Corporation of the City of London

Notices shall be deemed to have been received:

(a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or

(b) in the case of personal delivery or facsimile one (1) Business Day after such notice is received by the other Party.

Amendment No. 2

The Buyer may acquire Eligible Equipment, Services and Deliverables from Vendor by executing and delivering to Vendor an order in such form as the parties may agree for acceptance ("Order"). Purchases or rental of Eligible Equipment or Supplies, and Services, shall be subject to this Agreement and each Order must state that the Order is subject to the terms and conditions of this Agreement. In the event the Order includes any terms and conditions which are in addition to, or in conflict with, the terms and conditions of this Agreement, such additional or conflicting terms and conditions on the Order shall be deemed to be invalid and of no force or effect; only the identification of the goods, quantity, term and price shall be valid.

Amendment No 3. Initial Order

The Buyer hereby orders the Eligible Equipment set out in the Initial Order attached to this Master Adoption Agreement as Schedule "A-1".

Amendment No. 4.

To the extent that the Buyer requires professional services to implement a software solution, the parties will enter into a Statement of Work setting out the implementation plan and the associated fees for professional services. To the extent that the Buyer

requires Additional Print Support Services, the parties will enter into a Statement of Work.

Amendment No. 5.

All Software Licenses and Software Maintenance and Support ordered by the Buyer are purchased rather than rented and the payment obligations for such Software or Software Maintenance are non-cancellable.

Amendment No. 6

The definition of FIPPA in s. 1.1 of the Ontario Master Agreement is amended by inserting the phrase ", and the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56" before the phrase "as may be amended from time to time";

Amendment No. 7

Where the context requires, reference in the Ontario Master Agreement to "OPS" or the "Ministry" or "Her Majesty the Queen in right of Ontario" or "Ontario" shall be a reference to the Buyer, with the exception of Section 3.02 and Schedule I of the Ontario Master Agreement;

Amendment No. 8

The Ontario Master Agreement is amended by deleting Section 11.10.

[Instructions to Users - You should review the Master Agreement and your business requirements and list any amendments in (b) above that are necessary to support your legal and policy requirements. Use of this template agreement and the Ontario Master Agreement is conditional upon your consideration of and agreement with the following:

PROVINCIALLY FUNDED ORGANIZATION NOTICE

BACKGROUND INFORMATION:

- Ontario has established various vendor of record arrangements (each a "**VOR Arrangement**") for selected qualified vendors (each a "**Vendor**") to supply certain products or services, or both, (the **"Deliverable"**) to Ontario.

- Vendors under most VOR Arrangements are required, subject to the terms of their agreement with Ontario under the applicable VOR Arrangement (each an "**Ontario Agreement**"), to consider requests from you (if you are a "Provincially Funded Organization", as defined in the applicable Ontario Agreement) to make Deliverables

available to you for purchase.

- In order for a Vendor to consider requests from you, the Vendor must first provide you with this Provincially Funded Organization Notice ("**Notice**").

- If you continue with your request after being provided with this Notice, you will be deemed to have acknowledged and agreed to the terms set out in this Notice.

TERMS

1. Your Status in Relation to Ontario Agreements. You are not a party to any Ontario Agreement and you cannot acquire any Deliverables as a "Client" under any Ontario Agreement. If you wish to acquire products or services, or both from a Vendor, you must enter into a separate agreement with the Vendor ("**Provincially Funded Organization Agreement**").

2. Provincially Funded Organization Agreement. Although Ontario is providing you with access to Vendors listed on VOR Arrangements to acquire services and Deliverables in accordance with the terms of the Ontario Master Agreement, you remain solely responsible for negotiating the terms and conditions of your Provincially Funded Organization Agreement with each Vendor, including the responsibility for ensuring that each of your Provincially Funded Organization Agreements contains business, legal or other terms and conditions as may be necessary for you.

3. Procurement Processes. You are solely responsible for ensuring that the selection of any Vendor and the procurements made under any of your Provincially Funded Organization Agreements comply with any and all procurement rules, regulations, obligations and processes to which you are subject. Any differences between the terms and conditions of an Ontario Agreement and the terms and conditions of your Provincially Funded Organization Agreement may affect whether the selection of the Vendor and the procurements made under your Provincially Funded Organization Agreement meet the procurement rules, regulations, obligations or processes to which you are subject.

4. Ontario Not Liable for Your Relationship with Vendors.

   - Ontario does not endorse, recommend or approve the suitability of: (i) any Vendor as a supplier to you; (ii) the procurement process used to establish any VOR Arrangement as meeting the procurement rules, regulations, obligations and processes to which you are subject; (iii) the ordering process established for any VOR Arrangement as meeting the procurement rules, regulations, obligations and processes to which you are subject and (iv) the terms and conditions of any Ontario Agreement as a basis for, in whole or in part, any Provincially Funded Organization Agreement or any other resulting or related relationships or agreements between you and any Vendor. You are solely responsible for

conducting your own independent assessment (including obtaining your own professional advice (which may include legal and business advice) as may be necessary and appropriate in your specific circumstances) to determine the suitability of the above.

Please note that legal and other professional advice provided to Ontario with respect to the establishment of its VOR Arrangements and its Ontario Agreements was solely for the benefit of Ontario to take into account Ontario's specific legal and other concerns, and may not be applicable to or appropriate for, and may not address any of your concerns or the concerns of any other third party. Legal counsel for Ontario recommends that you obtain independent legal representation and receive independent legal advice, as well as other required independent professional advice, prior to executing any document or entering into any contract or agreement with, or acquiring any products or services from, a Vendor.

- Ontario makes no representation, assurance, warranty, or guarantee: (i) that a Vendor will enter into a Provincially Funded Organization Agreement with you; or (ii) of the quality, value or volume of products or services that may or will be sold, if any, to you.

- Ontario will not: (i) be or be deemed to be a party to, or a guarantor of any obligations or liability of any party under, any Provincially Funded Organization Agreement or any resulting or related relationship or agreement between you and any Vendor; or (ii) be responsible or liable to you for, and nothing in any agreement between you and any Vendor will have the effect of imposing or resulting in the imposition of, any costs, obligation, liability or covenant on Ontario for any matter arising under or in connection with: the VOR Arrangement; any Deliverable; the Ontario Agreement or any related documentation; any access to the VOR Arrangement or the Ontario Agreement or related documentation; any Provincially Funded Organization Agreement; any act, error or omission of the Vendor (including the provision or non-provision of any Deliverables or other products or services by the Vendor); or this Notice.

- You will not, in relation to or under any Provincially Funded Organization Agreement or under any resulting or related relationship or agreement between you and any Vendor, bring any cause of action, action, claim, demand or lawsuit against Ontario or any of its personnel as a result of: (i) any act, error or omission of the parties to any Provincially Funded Organization Agreement; or (ii) any act, error or omission of Ontario or any of its personnel.

- Any obligations, costs or liability arising under or in connection with any Provincially Funded Organization Agreement or any resulting or related relationships or agreements between you and the Vendor will remain with you and the Vendor.

- You are solely responsible for your own contract administration with the Vendor and will not direct any issues that may arise with the Vendor to Ontario.

- For the purposes of any Provincially Funded Organization Agreement, you have no power or authority to bind Ontario or to assume or create any obligation or responsibility, express or implied, on behalf of Ontario.

5. Data and Documentation. You will provide to Ontario, at Ontario's request, any data and documentation about your acquisition of products and services from the Vendor.

6. Access to VOR Arrangements, Vendor/Ontario Agreements and Deliverables. It is Ontario's intention that, if you choose to access any VOR Arrangement, you will do so only to acquire products or services for your operational needs. Ontario, in its sole discretion, may delay, restrict or choose to not renew access by you to information regarding any VOR Arrangement, any Ontario Agreement and any products and services provided by the suppliers to Ontario on any VOR Arrangement.

7. Restrictions to Becoming a Supplier to Ontario. If you choose to access the Ministry of Government Services' enterprise-wide VOR Arrangements, you are advised that, in some circumstances, you may be restricted or ineligible to submit a bid to become a supplier to Ontario under future procurement opportunities.

8. Confidentiality. You acknowledge that information of a confidential nature to Ontario or the Vendor, regardless of whether it is identified as confidential or not ("**Confidential Information**") may come into your knowledge, possession or control. You will: (a) keep all Confidential Information confidential and secure; (b) limit the disclosure of Confidential Information to only those of your directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of acquiring or considering the acquisition of products and services from a Vendor (the "**Purpose**") and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the Purpose, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Ministry of Government Services ("**MGS**"); and (ii) in respect of any Confidential Information about the Vendor or any other third-party, the written consent of the Vendor and any such other third-party; and (d) return all Confidential Information to MGS on demand, with no copy or portion kept by you. You will not copy any Confidential Information, in whole or in part, unless copying is essential for the Purpose. On each copy made by you, you will reproduce all notices which appear on the original.

IN WITNESS WHEREOF the parties have entered into this Master Agreement Adoption Agreement as of the date first set out above.

The Corporation of the City of London	**The Corporation of the City of London**
Per:	Per:
Signature:	Signature:
Name:	Name:
Title:	Title:
I have authority to bind the Buyer.	I have authority to bind the Buyer.

Ricoh Canada Inc.
Per:
Signature:
Name:
Title:
I have authority to bind the Vendor.

SCHEDULE A-1 – INITIAL ORDER

The Buyer hereby orders the following Eligible Equipment and associated Warranty Services for a sixty (60) month term. The Eligible Equipment will be delivered and installed on dates and at locations to be agreed between the parties in an Implementation Plan. Configuration details and locations are as set out in the attached Schedule A-1.

Eligible Equipment Ricoh Model	**Quantity**	**Total Monthly Rental** Amount	**TERM**	**Warranty Service Colour CPC**	**Warranty Service B&W CPC**
IMC 350F	52	$1522.04	Sixty (60) Months	N/A	$0.011
IMC 3000	12	$609.84	Sixty (60) Months	$0.057	$0.008
IMC 3000 With Finisher	66	$3,835.92	Sixty (60) Months	$0.057	$0.008
MP 3555	4	$205.56	Sixty (60) Months	N/A	$0.008
MP 3555 With Finisher	23	$1349.87	Sixty (60) Months	N/A	$0.008
MP 5055	7	$409.99	Sixty (60) Months	N/A	$0.0059
MP 5055 With Finisher	28	$1844.36	Sixty (60) Months	N/A	$0.0059
SPC 262Snfw	83	$598.43	Sixty (60) Months	$0.0869	$0.0156
P 502	34	$148.24	Sixty (60) Months	N/A	$0.008
P 502 Two Tray	1	$19.14	Sixty (60) Months	N/A	$0.008
SP 5300	2	$47.76	Sixty (60) Months	N/A	$0.008
MPC 307	4	$137.00	Sixty (60) Months	$0.075	$0.011

SPC 440DN	16	$429.44	Sixty (60) Months	$0.0607	$0.0121
SPC 840DN	6	$299.22	Sixty (60) Months	$0.063	$0.0152
Software					
USB Readers	200	$836.80	Sixty (60) Months	N/A	N/A
Device Licenses Streamline NX	200	$1,472.82	Sixty (60) Months	N/A	1 Year M&S Included
Streamline NX Annual Maintenance				N/A	$11,209.80/ yr

CLIENT-SUPPLIER AGREEMENT

THIS CLIENT-SUPPLIER AGREEMENT, made in duplicate, for **Multi-Function Devices and Related Services** as outlined in **Request for Proposals #2017-289** is effective as of the **[Insert Client-Supplier Agreement effective date]**

BETWEEN:

The Corporation of the City of London
(the "Client")

- and -

Ricoh Canada Inc.
(the "Supplier")

WHEREAS the Supplier entered into a Master Agreement with OECM referred to as OECM-2018-289-04 for the provision of Resources;

AND WHEREAS the Client has decided to become a Client as defined under the Master Agreement by entering into this Client-Supplier Agreement (the "CSA");

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the Master Agreement, the parties covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

Unless otherwise specified in the CSA, capitalized words and phrases shall have the meaning set out in the Master Agreement. When used in the CSA, the following words and phrases have the following meanings:

"**Rates**" means the applicable price for the Resources, as defined in the Master Agreement;

"Term" means the period of time from the effective date first above written up to and including the later of:

(a) April 30, 2026, or,

(b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

ARTICLE 2 - THE MASTER AGREEMENT

2.1 This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OECM-2018-289-04.

2.2 All terms and conditions of the Master Agreement apply with the appropriate modifications to this CSA. In the event of a conflict or inconsistency between this CSA and the Master Agreement, the latter shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client are less than the Rates set out in the Master Agreement.

ARTICLE 3 – REPRESENTATIVES FOR CLIENT-SUPPLIER AGREEMENT

3.1 The Supplier's representative for purposes of this CSA shall be:

Dave Swan
Senior Solutions Executive
140 Fullarton St., London ON N6A 5P2
Phone: (519) 870-6122
Email: dave.swan@ricoh.ca

3.2 The Client representative for purposes of this CSA shall be:

The Corporation of the City of London

3.3 The OECM representative for purposes of this CSA shall be:

John Moustakas, Tel: 416-996-1829, email: john.moustakas@oecm.ca

ARTICLE 4 - TERM OF CSA

4.1 This CSA is effective as of the Effective Date, and will, unless terminated earlier in accordance with the provisions of the Master Agreement or this CSA, terminate on the same day that the Master Agreement terminates (the "**Term**"). If the Term of the Master Agreement is extended, then the Term of this CSA shall automatically be extended for the same period and upon the same terms and conditions as the Master Agreement is extended.

ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS

5.1 The Supplier agrees to provide the Resources to the Client as described in the Master Agreement and as more particularly specified in Appendix A – Resources and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement, as set out in Appendix B- Rates for this CSA and as quoted to the Client from time to time for additional Managed Print Services Resources. To the extent that the Client requests, and the Supplier agrees to provide, additional Managed Print Services Resources that include the deployment of full-time on-site Supplier personnel, the parties will enter into a mutually agreed Service Order.

5.2 The Supplier shall adhere to the time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.

5.3 The Client hereby consents to the use by the Supplier of the Supplier's Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.

5.4 The Client may request changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Resources set out in the Master Agreement. Any changes requested must be authorized in writing by the Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

ARTICLE 6 - RATES AND PAYMENT

6.1 The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement. For convenience, the applicable Rates are set out in Appendix B – Rates of this CSA and the Master Agreement Schedule 1.

6.2 The Client will pay the Supplier by way of electronic funds transfer. The CSA payment terms are net thirty (30) days.

6.3 The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in Appendix B - Rates to this CSA or in Article 6.1 above.

ARTICLE 7 – INSURANCE

7.1 The Supplier shall furnish a Certificate of Insurance to the Client in accordance with the insurance requirements set out in Article 7 of the Master Agreement prior to commencing performance under the CSA.

7.2 The Supplier shall ensure that the Client is named as an additional insured party under the Supplier's insurance policy put in effect and maintained pursuant to Article 7.03 of the Master Agreement.

ARTICLE 8 - NOTICES

8.1 Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Client address to the attention of the Client Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.

8.2 Notices shall be deemed to have been given:

(a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,

(b) in the case of personal delivery or facsimile, email, one (1) Business Day after such notice is sent in accordance with this paragraph.

8.3 In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this Article.

ARTICLE 9 –TERMINATION

9.1 Termination by Either Party

Either party may terminate this CSA upon prior written notice of one-hundred and twenty (120) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

9.2 Termination by Client

If the Client terminates the CSA prior to the Resources rental term (i.e. thirty-six (36), forty-eight (48) or sixty (60) months), the Supplier shall be entitled to collect an early termination fee on rental Resources as set out in Appendix B. However, the Client shall be entitled to terminate the CSA, without liability, cost or penalty in the following circumstances:

(a) on written notice to the Supplier, if any Proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property;

(b) on written notice to the Supplier, if the Supplier makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;

(c) on written notice to the Supplier, following the occurrence of any material change in the Client's requirements which results from regulatory or funding changes or recommendations issued by any government or public regulatory body;

(d) at any time, without cause, by giving the Supplier at least sixty (60) days written notice; or,

(e) in accordance with any provision of the Master Agreement or the CSA which provides for termination.

9.3 Supplier's Obligations on Termination

The Supplier shall, in addition to its other obligations under the Contract and at law:

(a) provide the Client with a report detailing (i) the current state of the provision of Resources by the Supplier at the date of termination; and (ii) any other information requested by the Client pertaining to the provision of the Resources and performance of the CSA;

(b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and,

(c) comply with any instructions provided by the Client, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

9.4 Supplier's Payment Upon Termination

A Client shall only be responsible for the payment of non-rental Resources supplied on or before the effective date of any termination of the CSA and early termination fees on rental Resources that have not reached their terms, as stated in Article 9.2. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.5 Termination in Addition to Other Rights

The express rights of termination in the CSA are in addition to and shall in no way limit any rights or remedies of the Client or the Supplier under the CSA, at law or in equity.

9.6 Survival upon Termination

In the event that OECM terminates the Master Agreement with the Supplier prior to the expiry of this CSA but does not terminate this CSA at the same time, the terms of the Master Agreement shall survive and continue to apply to this CSA.

ARTICLE 10 – PUBLICITY

10.1 Any publicity or publications related to this CSA or the Resources shall be at the sole discretion of the Client. The Client may, in its sole discretion, acknowledge the Resources of the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Client without the prior written consent of the Client.

ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, SUPPLIER AND THIRD-PARTIES

11.1 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this CSA and that it is not a party to any agreement with another Person which would in any way interfere with the rights of the Client under this Contract.

11.2 Representatives May Bind the Parties

The parties represent that their respective signatories have the authority to legally bind them.

11.3 Independent Contractor

This CSA is for a particular and non-exclusive service. The Supplier shall have no power or authority to bind the Client or to assume or create any obligation or responsibility, express or implied, on the Client's behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client and the Supplier. For the purposes of this paragraph, the Supplier includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or the Supplier's Subcontractors.

11.4 Subcontracting or Assignment

The Supplier may subcontract or assign this Agreement in whole or any part to any corporation or other business entity that is controlled by or is under common control of the Supplier. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity. If this Agreement is subcontracted or assigned to such a corporation or business entity, the Supplier shall remain jointly and severally liable with such corporation or business entity for all obligations hereunder.

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Without limiting the generality of the conditions which the Client may require prior to consenting to the Supplier's use of a Supplier's Subcontractor, every contract entered into by the Supplier with a Supplier's Subcontractor shall adopt all of the terms and conditions of the Master Agreement and the CSA as far as applicable to those parts of the Resources provided by the Supplier's Subcontractor. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Client.

ARTICLE 12 – GENERAL

12.1 Severability

If any term or condition of the CSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the CSA, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

12.2 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services unless such shortages or delays are themselves caused by force majeure events. If a party seeks to excuse itself from its obligations under this CSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

12.3 Changes By Written Amendment Only

Any changes to the CSA shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

12.4 [Intentionally deleted].

12.5 Criminal Records Check

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act,* and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP") ("Criminal Background Check"), together with an Offence Declaration in a Client approved form for every employee of the Supplier or other person who will perform services for the Supplier on a regular basis..

The Supplier agrees to indemnify and save harmless the Client from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an employee or other person to perform services in contravention of this paragraph 12.5; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this CSA. In addition to and notwithstanding anything else herein contained, if the Supplier engages an employee or other person to perform services in contravention of this paragraph 12.5, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the Supplier or other person who performs services for the Supplier, then the Client will have the right to immediately terminate this CSA without prejudice to any other rights which it may have in this CSA, at law or in equity.

The Client shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Client may attend to such reviews at least twice per year during the Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Client in the circumstances and in its sole and unfettered discretion, then the Client will have the right to request that the Supplier prohibit the employee of the Supplier or other person who performs services for the Supplier from providing services to the Client hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Client may have in this CSA, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite employees or contractors supporting this CSA.

The Supplier will provide thirty (30) days written notice to OECM and the Client should the third party provider be changed to another provider.

12.6 Purchasing Policies and Guidelines

The Supplier agrees to comply with the Client's purchasing or administrative policies and guidelines which apply to the provision of Resources under this CSA. Copies of the applicable policies and guidelines are attached as Appendix C to this CSA.

12.7 Harassment and Assault

Without limiting the generality of the foregoing, the Supplier is required to comply with the Client's policies with respect to sexual harassment, workplace harassment, workplace violence, prohibited discrimination and harassment, and health and safety. The Supplier must cooperate with the Client in any investigation undertaken by the Client pursuant to such policies.

IN WITNESS WHEREOF the parties hereto have executed this Client-Supplier Agreement as of the date first above written.

THE CORPORATION OF THE CITY OF LONDON

By: _____

Name: _____

Title: _____

Date: _____

I have the authority to bind the Client. By signing this Client Supplier Agreement, I also consent to receive email communication from OECM, which may include announcements related to changes to the pricing, services and products on this and other Agreements.

RICOH CANADA INC..

By: _____

Name: _____

Title: _____

Date: _____

THE CORPORATION OF THE CITY OF LONDON

By: _____

Name: _____

Title: _____

Date: _____

I have the authority to bind the Client. By signing this Client Supplier Agreement, I also consent to receive email communication from OECM, which may include announcements related to changes to the pricing, services and products on this and other Agreements.

APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

The Supplier and Client, when executing a CSA, may mutually agree to additional terms and conditions (e.g. Client's business hours, locations, insurance coverage/requirements, related Intellectual Property, reporting, authorized dealers, liquidated damages, insurance, invoice formatting, security clearance checks, etc.). Additionally, Clients will work with the Supplier to finalize the list of specific Resources and Rates based on the Clients requirements.

1.0 Description of Resources

The Supplier will provide the following Resources:

- Ricoh A3 Office Multi-Function Devices ("MFDs") Resources;
- Ricoh Production MFD Resources;
- Managed Print Service ("MPS") Resources;
- Professional Service Resources; and,
- Other related service Resources.

Office MFD Resources and Production MFD Resources will, hereafter, be collectively referred to as "MFD Resources", unless either Office MFD Resources or Production MFD Resources is specifically referred to as it relates to either Resource uniquely.

A4 devices are out of scope of this Agreement.

2.0 The Supplier's Authorized Dealers

The Supplier's authorized dealers, acting as the Supplier's Subcontractor, are set out in Appendix H.

3.0 Types of Office MFD Resources

The Supplier shall provide **new** (i.e. Office MFD Resources still being manufactured, actively marketed by the OEM and containing new/first time use parts/components) Office MFD Resources in various ranges, such as those set out below:

- Monochrome:
  - 15ppm to 34ppm, inclusive;
  - 35ppm to 44ppm, inclusive;
  - 45ppm to 54ppm, inclusive;
  - 55ppm to 64ppm, inclusive; and,
  - 65ppm to 79ppm, inclusive.
- Colour:
  - 30ppm to 44ppm, inclusive; and,
  - 45ppm to 59ppm, inclusive.

Above MFD Resources shall have the ability to print on 11" × 17" paper, except for MFD Resources in the 15ppm to 34ppm range.

4.0 Types of Production MFD Resources

The Supplier shall provide new (i.e. Production MFD Resources still being manufactured, actively marketed/sold by the OEM and containing only new parts/components) Production MFD Resources in various ranges, such as those set out below:

- Monochrome:

- 80ppm to 99ppm, inclusive;
- 100ppm to 119ppm, inclusive; and,
- 120ppm to 139ppm, inclusive.

- Colour:
  - 60ppm to 69ppm, inclusive; and,
  - 70ppm to 79ppm, inclusive.

5.0 MFD Resource Specifications

Refer to Appendix B for the Supplier's MFD Resource specifications per model.

6.0 IT Resources

The Supplier shall ensure that all MFD Resources are network ready, open architecture (file format independent – no requirement for Clients to use specific software) and with the ability to fully integrate with Client's print administration systems, and meet the IT requirements listed below.

MFD Resources should have the ability to print from a variety of operating systems, including but not limited to mobile devices:

- Android 2.4 and later;
- iOS 6 and later;
- Linux compatible;
- Mac OS X 10.4 or later;
- Windows Server 2003/2008/2012/2016;
- Windows Mobile 8 and later; and,
- Windows XP/Vista/7/8/10.

Network protocol:

- Compliant with TCP/IP V4/V6 and gigabit Ethernet protocols; and,
- Compliant with DHCP and static IP addressing.

Examples of SMTP protocol email software applications are:

- FirstClass Mail (Open Text);
- GroupWise;
- Microsoft MS Exchange; and,
- Microsoft Outlook.

Drivers:

- PCL6, PS Print Drivers;
- PostScript Interpreter + drivers; and,
- Universal print drivers.

Administration – All MFD Resources should support authentication of administrative users via a remote directory service (e.g. LDAP or active directory), and shall be able to be administered remotely (if Client permits Supplier to do so) and centrally via either a web-based interface or installable software:

- Central MFD Resource administration;

- Online portal to access all network connected MFD Resources and remote trouble shoot error codes;
- Integrates with print management software (e.g. PaperCut); and,
- Web administration.

A Client administrator should be able to restrict all MFD Resources to network-based printing only, as well as having the ability to disable select features of the MFD Resource (e.g. scan/fax).

Any and all software installed on a MFD Resource shall have the ability to be upgraded remotely by the Supplier, if permitted to access the Client's network.

Examples of systems used by Clients are:

- BAS;
- Banner;
- Datatel;
- J.D. Edwards;
- PeopleSoft;
- SAP;
- SciQuest;
- SunGard Higher Education; and,
- Windows Dynamics.

All MFD Resources must be fully programmed (i.e. with most recent firmware) prior to delivery to Client locations. The Supplier will re-program MFD Resources at no additional cost to the Client, if necessary, during the Term of the Agreement.

The Supplier's MFD Resource common user interface, the Smart Operation Panel, offers an intuitive touchscreen, downloadable applications ("apps"), mobile convenience, cloud enablement, and software integration to simplify print, copy, scan and fax tasks.

The Supplier's Smart Operation Panel provides a consistent, common look and feel across the Supplier's MFD Resources and allows Clients to transition from one (1) MFD Resource to another. The Smart Operation Panel encompasses tablet and smart phone swipe, pinch, flick and tap manipulation, making it intuitive to use.

With the Supplier's Smart Operation Panel, users can:

- Integrate with independent smartphones and tablets, enabling access and printing from virtually anywhere;
- Scan and save documents in full colour directly to email, portable media, and folder;
- Access the internet via a full browser, allowing Client users to browse, view videos and print web pages from the MFD Resource; and,
- Fully customize the look and feel of the Smart Operation Panel, adding most used apps and functions to the homepage to speed up workflow.

The home screen gives immediate access to workflow, simplifying apps and is easy to customize for optimal efficiency. App icons can be dragged, dropped, rearranged and deleted as on any other MFD Resource. Toner levels and the date and time are displayed in clear widgets, which can be placed anywhere on the home page. Client users can also add wallpapers, change the background colour and adapt the colour, shape, position and wording of buttons. User guides and easy to follow how-to videos are also available from the Supplier.

Client branding can also be added for a unique, customized experience:

- At no additional cost to the Client if installed by the Client; or,

- At an extra cost (i.e. at Professional Service Rates) to the Client, if installed by the Supplier.

Client users can also select easy-to-use apps from the Supplier's Application Site to automate many of their most time-consuming workflows and tasks (i.e. placing them on the home screen as easily identifiable one-touch shortcuts). With a single tap, the Client can add specific features and single-function capabilities to simplify copy, print, scan and fax functionality.

The Supplier's software solutions are segmented into:

- Fleet Management Tools;
- Tracking & Reporting Systems;
- Mobile Printing;
- Document Scanning;
- Enterprise Faxing;
- Enterprise Content Management & Workflow; and,
- Testing & Grading.

The Supplier's broad software solutions portfolio provides extensive benefits. The Supplier provides real-time MFD Resource monitoring and management as well as a consolidated view/history of service, equipment, and supplies orders. The Supplier's Mobile Printing solution combines mobile capabilities with job following and unified print tracking. With Enterprise Faxing and Content Management & Workflow, Clients can drastically reduce time spent in-process and associated costs (e.g. paper, couriers, electricity), and integrate/rationalize legacy systems - especially when converting a paper-based process into an electronic process.

The Supplier's Remark & Crowdmark platform provides Clients with testing and grading solutions that automate and increase collaboration of current processes.

With PaperCut, Clients could utilize enterprise wide user authentication, secure printing, flexible scanning, quota management, mobile printing, and versatile reporting to contribute to a continuous optimization and print governance initiative. The Supplier is an authorized dealer of the Papercut Platform

The Supplier's Professional Services Delivery Team ("PSD") oversees all technical services, including implementation, configuration and training. that the Supplier's training focuses on the inherent benefits of a recommended solution so Client users understand that adoption will provide direct benefits to their day to day operations, thus mitigating end-user resistance and ensuring success.

For solutions that require hosting/off premise infrastructure, the Supplier host servers and backup servers are located on Canadian soil in a secure data centre. Those secure data centres are PCI DSS compliant and have an Uptime Institute Tier III certification (provides a concurrently maintainable infrastructure with guarantee 100% uptime).

The Supplier's proposed software is compatible with iOS (Apple), Windows (Microsoft) and Google at no additional cost to Clients.

7.0 Toner, Staples, and Other Required Supply Resources

The Supplier shall provide at no additional cost to Clients, non-toxic toner (and/or any other media used to print on paper), staples and any other required supplies (i.e. fusers, fuse oils, developer, drums, waste containers, maintenance kits, and any other supplies/parts/components) to ensure the MFD Resource is kept in good working order and meet applicable environmental standards as required for the Term of the Agreement.

The Supplier shall be financially responsible for any and all damages (including cleaning up spills) caused by the Supplier's handling of any toner, staples, and other supplies, provided by the Supplier. The indemnification provisions of the Master Agreement shall govern any such claims.

Unless noted otherwise through a separate arrangement, the Client will add paper, toner, and staples to a MFD Resource as well as remove waste toner cartridges – the Supplier shall perform all other service/maintenance tasks.

The Supplier only provides genuine OEM consumables to support its MFD Resources.

8.0 Paper

The provision of paper is out of scope of this Agreement.

9.0 Environmental/Sustainability Requirements

OECM and its Clients strive to source, promote, and support products and services that are environmentally sound. The MFD Resources should:

- Possess Electronic Product Environmental Assessment Tool ("EPEAT") designation in Canada, where available;
- Meet or exceed Energy Star Certification Standards, where applicable, with automatic power down and sleep settings;
- Possess Ecologo and/or Blue Angel designation;
- Meet any ecological standards, as set out in the province of Ontario and/or the Government of Canada;
- Be from an OEM that has a registered environmental management system;
- Be manufactured in an environment that observes fair labour practices as observed in the country of origin;
- Contain recycled content when manufactured;
- Allow Clients to return packaging materials used in shipping or used during the delivery of service at no additional cost to Clients; and,
- Meet health and safety standards, as set out in the province of Ontario and the government of Canada.

The Supplier focuses on a sustainable society, identifies and reduces environmental impact at all stages, puts a priority on inner loop recycling and promotes a multi-tiered recycle program.

- ISO 9001:2008 certified since 2008;
- Every Supplier's manufacturing plants are ISO 14001 certified. Environmental Management Programs are audited both internally by their ISO department and externally by SGS Management at a six month interval; and,
- Where possible, The Supplier's MFD Resources are Restriction of Hazardous Substances ("RoHS") and Energy Star compliant and most have also received the Blue Angel and EcoLogo certification marks. The Supplier is fully able to comply with Registration, Evaluation, Authorisation and restriction of Chemicals ("REACH") requirements and is ready to respond promptly to future development of the regulations.

The Supplier's Total Green Office Solution combines consultative services, energy-saving imaging equipment and software solutions to help the Client meet their sustainability goals.

- Life Cycle Analysis to minimize the use of material and energy resources in every process associated with the design, manufacture and distribution of the Supplier's MFD Resources;
- Restricted use of environmentally sensitive substances, minimal emissions of volatile organic compounds; and,
- Ninety-eight percent (98%) of recovered material from end of life products is diverted from landfill and put back into the supply chain.

The Supplier's optional, as requested by Client, Carbon Offset Program will calculate the carbon footprint of the Client's MFD Resource environment using our Carbon Calculator. Once the amount of C02 being used by the Client's MFD Resources is determined, the Client has the option of offsetting that carbon with the purchase of carbon credits that are gold standard. Clients choose which certified emission reductions they want to use to compensate the CO2 emissions of their Supplier MFD Resource fleet.

10.0 Supply and Consumables Recycling Program

The Supplier will provide either a Supplier self-managed or third party recycling program for all used/empty and/or end-of-life supplies (including packaging) from the Client's locations.

The Supplier provided recycling program will be a no additional cost service provided to Clients and will include but not be limited to:

- A timely and reliable service including:
    - A pickup of recyclable supplies from the Clients within two (2) Business Days of a request;
    - The pickup will be done by the Supplier or its third-party carrier; and,
    - Pickup at the time of delivery of new supplies is acceptable;
- There are no minimum quantities or volume requirements to schedule a pick up;
- Ease of use for Clients;
- Assurances of capacity to accept and manage recycling from large Clients;
- A commitment to environmental sustainability; and,
- Assurances end-of-life supplies are disposed of in a socially responsible manner.

Toner Recycling

- The Supplier, in its support of global sustainability and efforts to be eco-friendly and environmentally sensitive, is committed to providing Clients with the necessary tools to recycle used MFD Resource materials at no additional cost to the Client.
- The Supplier encourages Clients to participate in its toner cartridge recycling program by providing a range of options to assist with returning their empty consumables. Client users can ship used toner cartridges to the Supplier for recycling using prepaid shipping labels available on the Supplier's website.

Packaging Material Recycling

- The Supplier's Global Standards prohibits the use of heavy metals in packaging materials. The Supplier uses resource-recirculating eco packaging using resin materials that can be re-used repeatedly, reducing about one-thousand-four-hundred-and-fifty-one (1,451) tons of packaging materials annually.

11.0 Access to Use MFD Resources

All MFD Resources require the ability to provide the following secure access:

- Program access codes to hold Client user information (e.g. cost centre number, user name, and department). Clients may require one (1) access code for every user in their organization, providing the user with the ability to use all MFD Resource functionality;
- Provide the ability to print from a USB stick, if acceptable practice within the Client's organization; and,
- Connect to proximity reader.

Note - that the ability to provide access to users via an ID card to pre-load copy volumes, and have the user pay and add volume as required may be required by some Clients, and the Client and Supplier would mutually agree on the hardware, software and additional costs, if any, when executing a Client-Supplier Agreement.

12.0 Testing Resources

During the Term of the Agreement, there may be instances where OECM and/or the Client will request MFD Resources for evaluation and/or testing.

The MFD Resources will be provided for a period of up to thirty (30) Business Days at no additional cost to OECM or Clients (including no additional cost for delivery, installation, and removal).

Testing will occur to ensure technical compliance to requirements, and assess suitability for purpose.

Clients are not obligated to sign a Client-Supplier Agreement to obtain specific Resources for testing. A Client-Supplier Agreement, however, must be signed before the provision of any Resources commences.

OECM reserves the right to request any MFD Resource in order to conduct technical and functional compliance testing.

The Supplier will provide Clients MFD Resources for testing to ensure it meets their specific requirements, functions in their technology environment, and to assess its suitability for their purpose.

12.1 Testing – Substitution Resources

With respect to MFD Resource substitutions, the Supplier agrees to provide a MFD Resource so that OECM or its Clients may conduct technical and functional compliance testing in its technology environment during the Term of the Agreement.

The substituted MFD Resource will be provided for a period of up to thirty (30) Business Days at no additional cost (including no additional cost for delivery, installation, and removal) to OECM or the Client.

If, during the Term of the Agreement, a proposed substituted MFD Resource is deemed unacceptable by the Client, the Supplier will offer another MFD Resource to the Client – at the same Rate as the MFD Resource being substituted.

13.0 Fleet Management

The Supplier shall provide MFD Resource fleet management functionality, regardless of their physical location, at no additional cost to the Client, including but not limited to:

- Taking (by Client or by Supplier) meter reading electronically, for networked MFD Resources, through Supplier provided software;
- Performing fleet utilization assessments up to two (2) times per year; recommending fleet optimization strategies which may include but are not limited to:
    - Moving, at no additional cost and with Client's approval, Office MFD Resources within a Client's organization to balance copier workload;
    - Moving, at a cost to be mutually agreed upon between the Supplier and Client, Production MFD Resources within a Client's organization to balance copier workload; and,
    - Demonstrate flexibility to reduce, where possible, the overall number of MFD Resources, without penalty;
- Performing remote or MFD Resource side programming – allowing configuration adjustments and cloning via network connection or at point of contact (i.e. USB ports to upload user/account information); and,
- Managing access code management (e.g. for moves/additions/changes).

The Supplier's Device Manager NX and @Remote fleet management platforms allow for MFD Resource fleet management, as it relates to remote meter reads, utilization assessment, remote office MFD Resource programming and access management. These tools provide information and analytics necessary for analysts and consultants to make informed decisions pertaining to fleet management and optimization.

Device Manager NX provides the following MFD Resource fleet functionality at no additional cost to the Client:

- Monitor and manage five-thousand (5,000) or more networked and local MFD Resources from a variety of manufacturers from a centralized location;
- Remote meter reads for network connected MFD Resources;
- Set global rules, automate service tasks and run detailed reports to optimize efficiency;
- Display print usage, status of consumables, and provide preventative maintenance scheduling;
- Identify the MFD Resources manufacturer, model, IP address, MAC address, description, location, total counter, colour counter, mono counter, serial number, supply level, and service alerts; and,

The Supplier's Device Manager NX also automatically sends notifications of MFD Resources requiring service and toner to the Supplier at an additional cost dependent on the number of MFD Resources within the environment. It places a toner order before replenishment is required, and it enables remote firmware

upgrading and MFD Resources adjustment and provides remote access to MFD Resources utilization reporting.

Clients will have access to MyRicoh.ca, a cross-platform mobile app and web service for managing its business relationship with the Supplier no additional cost to the Client.

MyRicoh provides:

- An easy-to-use interface, providing a consolidated view/history of all service, equipment, and supply orders, and enhanced ease and speed of ordering items, including 24/7 order status availability with real-time refresh, tracking, and estimated time of arrival;
- Convenient insight into the Client's orders and service history via online dashboard, tablet, or smartphone; and,
- Barcode scanning for quick and easy access to order information. When in front of a particular MFD Resource, Client users can search for orders or tickets by scanning a machine's serial number/asset tag barcode with a smart device's camera.

14.0 Order Management

The Supplier should provide a variety of ways for Clients to order Resources, including but not limited to the following:

- Client's Enterprise Resource Planning ("ERP") solution;
- Electronic Data Interchange ("EDI");
- Email;
- Fax;
- Toll free phone; and/or,
- Supplier's online ordering website.

Where applicable, Clients may need to perform integration testing on the Supplier's online ordering system to ensure it is compatible with the Clients' systems, policies and procedures.

14.1 Coordinated Bulk Ordering

OECM may consolidate various Client volumes and coordinate bulk buys. Once Resources have been received at Client's location, the Supplier shall invoice each Client accordingly.

14.2 Electronic Commerce

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft, SciQuest). When Clients implement various methods for electronic ordering, such as integrated system and EDI, the Supplier will provide reasonable technology and implementation support to Clients at no extra cost.

14.3 Order Acknowledgement

The Supplier should notify the Client immediately or within one (1) Business Day of receiving a Client's order, via the same method in which the order was placed (e.g. online, email, telephone). The Supplier will include in the order acknowledgement any Resource that cannot be fulfilled (e.g. backorders). The Client, at its sole discretion may:

- Cancel some or all of the order, which cannot be fulfilled exactly as ordered;
- Ask the Supplier to ship only available Resources and cancel any backorders; and/or,
- Agree to an alternative delivery schedule based on anticipated Resource availability.

14.4 Minimum Order

The Supplier shall not have any minimum order value or volume requirements.

15.0 Delivery

The Supplier shall be responsible for deliver, at no additional cost to the Client, all MFD Resources, related supplies, parts, components and services Delivery Duty Paid ("DDP") destination to Client's location. Clients may have more than one (1) DDP location within their organization.

DDP destination shall be understood to mean delivery from the Supplier's point of origin to the Client's receiving location (i.e. a Client may have more than one (1) location within their organization and may choose to have Resources delivered to the exact location). No additional costs whatsoever will be paid for the delivery of MFD Resources, related supplies, or services or any return of the aforementioned.

There is not a minimum volume and/or dollar amount for orders.

MFD Resources and supplies will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed the order, purchase order number, products and quantities ordered and shipped, back orders and quantities, if any).

Supply orders shall not be restricted by MFD Resource serial number or by Client location. Therefore, if a Client has several MFD Resources at one (1) location – multiple orders from various users at that Client location will be accepted and delivered accordingly to the proposed guaranteed lead times.

The Supplier shall correct any shipping errors within three (3) Business Days – at the Supplier's own expense.

15.1 Delivery Lead Times – MFD Resources

The Supplier shall deliver MFD Resources according to the following delivery lead times:

- Standard delivery – within ten (10) Business Days; and,
- For large fleet implementations will be mutually agreed upon between the Client and the Supplier.

The Supplier shall pre-arrange the date and time of all deliveries with the Client at least three (3) Business Days prior to delivery.

The Supplier shall co-ordinate directly with the Client regarding the status of orders, delivery, and scheduling for removal of packaging and any other information required.

Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

15.2 Delivery Lead Times – Toner, Staples, and Other Required Supply Resources

The Supplier shall deliver toner, staples, and other required supplies according to the following delivery lead times:

- Standard delivery – within two (2) Business Days; and,
- Rush delivery – within one (1) Business Day.

The Supplier shall co-ordinate directly with the Client regarding the status of orders, delivery, and scheduling for removal of packaging and pickup of supplies such as empty cartridge containers, drums, and any other information required.

The Supplier provides ample stock of OEM consumable and will sustain the on-hand supply to ensure minimal disruption to the Client. Through the Device Management NX reporting system, The Supplier receives direct notification that a toner needs to be replaced, allowing consumables to be shipped to the Client automatically before supplies run out at an additional cost as stated in Appendix B.

Genuine Supplier supplies, consumables and parts, are also easily ordered through the Supplier Imaging Supplies Centre by calling a toll free number Monday to Friday from 8:00 am to 8:00 pm. The Supplier also provides the ability to place supplies orders directly over the internet, using its MyRicoh app.

Orders placed during Business Hours are shipped, at no additional cost to the Client, within twenty-four (24) hours . Orders placed on Friday will be shipped on the next Business Day. The Supplier will work with Clients to meet there demand schedule (e.g. advance bulk supply orders).

EDI Offerings

The Supplier supports EDI transactions for the order and fulfillment process through the trading of purchase orders, purchase order acknowledgments, purchase order changes, invoices, and payment. The Supplier will accommodate a billing schedule based on the Client's needs (e.g. monthly, quarterly by a certain date of month).

The Supplier supports e-commerce technology (e.g. via cloud solutions).

16.0 Damaged or Defective Shipment

The Client may not accept the delivery of the MFD Resource if it is:

- Defective (e.g. broken and/or damaged); and/or,
- Not delivered as agreed (e.g. substituted without prior approval of the Client).

The Supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective Resources from the Client's location. The Client will not be responsible for any re-stocking charges due to damaged or defective returned Resources.

17.0 Implementation and Rollout

The Supplier must provide implementation and roll out support to Clients including but not limited to:

- Assessing the Client's MFD Resource requirements;
- Planning fleet implementation and roll out;
- Providing Clients with a detailed project plan for approval (the project plan should include, but not be limited to – details about each MFD Resource (including features, software requirements, Client's user information) slated for implementation, how communications will be conducted, with whom, and when. Roles, responsibilities and estimated time commitments for Supplier and Client. How the rollout will be conducted, onsite Supplier representation during the implementation, and issue resolution (e.g. a damaged MFD Resource is received, or the MFD Resource has not been properly installed (e.g. missing electronic chips) when received at Client's location);
- Scheduling and execute fleet rollout according to agreed upon timelines with Clients;
- Regardless of the number of changes made to the implementation plan or rollout of MFD Resources, the Supplier is responsible for maintaining inventory of all MFD Resource installation locations by serial number;
- Clients may provide, upon an assessment of its compatibility to the MFD Resources to be installed, card reader equipment to the Supplier prior to delivery;
- Physically delivering MFD Resources, set in place and make connections;
- Performing system start-up routines;
- Performing any firmware updates if needed;
- Uploading any directory information provided by the Client (e.g. email addresses, account or user information, access codes.); and,
- Running testing protocols (e-mails, scans, copies).

Refer to Appendix F for a sample implementation plan.

18.0 Transition and Implementation

The Supplier should provide Client support on account setup, ensuring seamless transition, and minimal service disruption, at no additional cost to the Client. The Supplier will provide implementation and training plans to Client for approval prior to the implementation as required.

19.0 Installation and Configuration Service Resources

The Supplier shall deliver, install, set-up and configure all MFD Resources, including but not limited to:

- Assemble, install, and test the MFD Resource prior to and after delivery to the Client's location;
- Coordinate access to the physical site with the Client;
- Physically transport MFD Resource to the Client's specific location where the MFD Resource will be installed;
- MFD Resources must be set in place and installed within five (5) Business days of their delivery to the Client's location;
- Unpack, check for shipping damage, install and configure MFD Resource specific to Client's requirements;
- Perform functional testing (e.g. test hardware, software, network connection, printing capability, the Client's code, card access, identification information and passwords, where applicable) before leaving Client site;
- Perform high level Client orientation;
- All MFD Resources must be functional by the end of the Business Day of installation. In the event that a part is required to make the MFD Resource functional, then the MFD Resource must be functional by the end of the next Business Day;
- Obtain Client sign-off indicating complete satisfaction on installation prior to leaving the location;
- Clean up area, remove and dispose of all packing material from Client location; and,
- Record and provide installation information electronically including, location, Client identification, asset identification, model and serial number, date, time.

The Supplier shall be responsible for the correct functioning of the MFD Resource at the installation site. Correction of any discrepancies/problems found during the MFD Resource setup or testing at the Client's site will be the sole responsibility of the Supplier and will be made prior to acceptance at the time of installation.

The Supplier's training plan is executed, as agreed upon with the Client, in lockstep with the project transition plan and order management to ensure the ultimate success of both MFD Resource installation and training efforts.

The Supplier provides several levels of training:

- Self-paced Computer Based Training, including online video tutorials, operator manuals and knowledge based information from on the Supplier's website at no additional cost to the Client;
- Instructor-led virtual training, which allows for greater flexibility in terms of session scheduling and location;
- Face to face, hands-on training in cities where the Supplier has local trainers;
- Classroom training with groups/departments of Client users;
- Key operator training involves more detailed maintenance and simple trouble shooting information (e.g. changing toner), as well as feature rich MFD Resources function training;
- End user training usually addresses common features used by individual employees such as general features, functions, and benefits of the copier and any accessories employed; and,
- IT technical training addresses driver configuration and functions, MFD Resource configuration and set up (network interface board), typical MFD Resource function troubleshooting, as well as the Supplier's applications and utilities for IT staff supporting the Client's internal service desk level 1 triage.

Clients also have access to the Supplier' toll free number for technical support from 8:00 a.m. to 8:00 p.m. eastern standard time for troubleshooting. The Supplier's Solution Training Specialists are available to Client key operators after the completion of training to address questions that can be raised through the Supplier's Service Desk or by direct contact.

The Supplier's supporting information package, provided immediately to the Client by email, includes a complete and thorough portfolio of best practice guides, how to documents detailing basic MFD Resource functions, and reference to electronic operator manuals and online documentation via the Supplier's website.

20.0 Moves, Additions and Changes

MFD Resource requirements, after initial fleet implementation, may change for Clients during the Term of their Client-Supplier Agreement. To support this, the Supplier shall upon mutual agreement with the Client:

- Provide additional MFD Resources available on the Agreement according to the period of time chosen by the Client, as required;
- Ensure all new MFD Resources added to an existing Client-Supplier Agreement are coterminous to the expiry date of the Client-Supplier Agreement if the period of time is thirty-six (36), forty-eight (48) or sixty (60) months. If, however, a Client wishes to add a new MFD Resource to their fleet, prior to expiry, with a time period shorter than thirty-six (36) months, the Client and Supplier shall mutually agree to the Rate if the Client requires a coterminous expiry date; and,

The Supplier shall move Office MFD Resources within a Client's organization to better balance utilization at no additional cost.

21.0 Removal and Replacements

The Supplier will remove and replace any MFD Resource within the delivery lead times set out above if it:

- Malfunctions within twenty-four (24) hours of delivery to a Client's location not due to user error; or,
- Required three (3) or more service calls for the same error in two (2) consecutive months (excluding regular preventative maintenance and calls resulting from user error).

If replacement is required, the Supplier shall co-ordinate the replacement with the Client ensuring the defective MFD Resource is removed immediately, and that a new MFD Resource (with the same features) is delivered and installed. The new MFD Resource shall be delivered according to the delivery lead times set out above.

If a MFD Resource is removed or replaced, the Supplier will:

- Guarantee the safety of the data by offering the following two (2) options to the Client:
    - The hard drive will be overwritten by manual operation of the Supplier's DataOerwriteSecurity System ("DOSS") functionality on the device by the Supplier technician; and/or,
    - The hard drive is retained by the Client, at a cost to be mutually agreed upon by the Supplier and the Client; and,
- Update its inventory management system accordingly and provide an updated report to the Client.

The Client-Supplier Agreement, if applicable, will be amended with the replacement MFD Resource. The expiry date, however, will not change. Therefore, the original expiry date of the Client-Supplier Agreement will be applicable for any MFD Resource replacement made during the Term of the Agreement due to the issue noted above.

The Supplier shall destroy all hard drives, and provide Clients with a certificate (i.e. proof) of destruction, if requested by the Client, at a cost to be mutually agreed upon by the Supplier and the Client, as noted above.

Defective/malfunctioning MFD Resources returned to the Supplier must not be deployed at any other OECM Client location.

22.0 Discontinued MFD Resources and Substitutions

If a MFD Resource is discontinued and substituted during the Term of the Agreement, Clients have the ability to test as set out above. The substituted MFD Resource shall be equal to or better than the MFD Resource being replaced and shall have the same Rate as the substituted MFD Resource.

The Client-Supplier Agreement will be amended with the substituted MFD Resource, if accepted by the Client and OECM. The effective date of the Client-Supplier Agreement, however, will not change. Therefore, the

original effective date of the Client-Supplier Agreement will be applicable for any MFD Resource substitution made during the Term of the Client-Supplier Agreement.

23.0 Removal at Agreement or Client-Supplier Agreement Termination

At the expiry of the fleet term (e.g. thirty-six (36), forty-eight (48) or sixty (60) months), Agreement or Client-Supplier Agreement, the Supplier shall remove within thirty (30) days any non-purchased MFD Resource supplied to a Client, at no additional cost to the Client.

The Supplier shall guarantee the safety of the data by providing the following two (2) options to the Client:

- The hard drive will be overwritten by manual operation of the DOSS functionality on the device by the Supplier technician; and/or,
- The hard drive is retained by the Client, at a cost to be mutually agreed upon by the Supplier and the Client.

The Supplier shall dispose of MFD Resources and/or toner, staples, and other relevant supplies in an environmentally responsible manner to the extent they cannot be reused, and provide the Client with a certificate (i.e. proof) of destruction, if requested and applicable.

24.0 Training

The Supplier shall provide to the Client, at no additional cost to the Client, the following two (2) distinct types of no additional cost functional and technical training throughout the Term of the Agreement:

- Key operator and end user training; and,
- Specialized information technology (IT) staff training.

The Supplier is able to provide unique MFD Resource customized training (i.e. Client network integration) at an additional cost to the Client, if required.

24.1 Key Operator and End User Training

Key operator and end user training shall include, but not be limited to, an initial training session, within three (3) Business Days of installation and acceptance, as well as throughout the Agreement as required, on how to use the functions of the newly installed MFD Resource; and how to replace the toner and remediate minor problems (e.g. basic troubleshooting) at no additional cost to the Client.

The Supplier shall provide onsite, off-site and/or online training, as mutually agreed upon between the Client and the Supplier:

- Conduct training sessions, to be arranged directly by the Supplier with the Client;
- Perform training onsite at the Client installation location and/or online;
- Provide online training/tutorials;
- Address the use of MSDS for MFD Resources, where applicable; and,
- Provide training documentation (e.g. user guides or tip sheets that include the uniform resource locator (URL's)) for the dedicated Supplier's website.

24.2 Specialized IT Staff Training

The Supplier shall provide Client's specialized IT staff training for Client's IT staff at the commencement of the Agreement, upon delivery of MFD Resource, at the time of MFD Resource substitution, and as required by the Client's IT staff during the Term of the Agreement at no additional cost to the Client.

The types of technical training shall include, but not be limited to:

- Client IT service desk staff training;
- Online portal training;
- Administrator training, for troubleshooting; and,

- Other technical support training.

This training may be provided onsite, off-site or online, as mutually agreed to between the Supplier and the Client.

The Supplier shall provide classroom training and training documentation for Client staff as required:

- For Client's IT staff, as required during the Term of the Client-Supplier Agreement in order to maintain the expertise of the Client's IT staff in the Supplier's technology as it evolves; and,
- To provide Client's IT staff with knowledge transfer, and hands-on training in hardware and software operation and management of the MFD Resources.

25.0 Repair Requirements

The Supplier will warrant the deployed MFD Resources are maintained in good working order, providing OECM and the Clients with excellent customer support and technical expertise for the Term of the Agreement.

25.1 MFD Resource Meter Reads

If permitted to access the Client's network, the Supplier shall remotely collect and report MFD Resource meter reads to the Client.

25.2 Service Technicians and Repair Depots

The Supplier has appropriate service technicians and service repair depots, as set out in Appendix C – Guaranteed Response Time, to adequately handle all Client requirements.

All service technicians must be employees and/or authorized Subcontractors of the Supplier. The service technicians shall be appropriately trained and have had field service experience on the proposed MFD Resources as well be visually identifiable to ensure safe access to the Clients locations.

Service technicians must have direct access (i.e. local) to replacement MFD Resource supplies/parts/components to complete any required repair within the agreed upon timeframes.

25.3 Preventative Maintenance

The Supplier shall perform full preventative maintenance on the MFD Resources at predetermined copy volumes and/or at predetermined calendar periods (e.g. quarterly), as agreed upon with the Client, to ensure high standards of performance are maintained.

Issue Resolution Steps and Escalation

- A Client initiates service request by either:
    - Calling the Supplier's toll free number, available Monday to Friday, from 8:00 AM - 8:00 PM eastern standard time;
    - Via the internet http://rciessweb1.ricoh.ca/EService/ServiceRequest.aspx, by email: servicecall@ricoh.ca; or,
    - Client portal - MyRicoh.
- A service ticket number is assigned;
- The issue is resolved over the phone, or a technology service technician is dispatched;
- The technology service technician calls back within one (1) hour to provide an estimated time of arrival;
- The technology service technician are certified The Supplier technology service technician possess proper network certifications. They are also in contact with the Supplier's analysts and engineers who provide additional expertise if necessary; and,
- The service call is closed upon resolution, and notification is sent to the Supplier's ERP database by the technology service technician.

Service calls are progressively escalated until resolution is achieved in timeline acceptable to the Client. Should the Supplier be unable to resolve an issue within a timely manner, the Supplier will provide a replacement MFD Resource as described in Section 20.0.

Unresolved Issues - the Supplier's complaint management system directs, tracks, and records all Client issues. This system is monitored by the Supplier's Customer Satisfaction Team and results are reviewed monthly against pre-defined targets defined by the Supplier's senior Management meetings.

Technician Qualifications

Technology service technician work within a postal code territory, and all customer units are assigned to a specific technology service technician with two (2) back up technology service technician.

Preventative Maintenance

All Supplier MFD Resources will have preventative maintenance schedules with their own specific preventative measures tables. These tables include preventative maintenance intervals indicating the number of copies/prints before each preventative maintenance call and what parts need to be replaced within those intervals.

While on-site at the Client's location the technical specialist will perform regularly scheduled preventative maintenance procedures and meticulously examine all key operating components to avoid potential problems, which may have otherwise occurred.

The following parts are checked during the preventative maintenance procedure:

- Paper feed rollers/assemblies in each paper tray and document feeder;
- Transport rollers/units in mainframe and finisher;
- Developer unit;
- Charge roller;
- Corona units;
- Photoconductor unit;
- Fuser unit; and,
- Optics.

All drivers for the Supplier's MFD Resources are available via their website. To the extent the Client is fully up to date with the applicable software maintenance and support and such support includes drivers, those drivers will be provided by the Supplier to the Client electronically. To the extent drivers are available in connection with the firmware on a MFD Resource, the Supplier will also provide the driver electronically to Client. Installation of drivers is the Client's responsibility.

Supplier software updates and upgrades are released on a regular basis and categorized as recommended and required. Required updates are less common but will be communicated directly to the Client's administrator for action. The Supplier Professional Services Delivery will perform software deployments if required in accordance with the Client's guidelines (i.e. remote access requirements). The Supplier will provide the Client with roadmaps that stipulate all planned minor and major MFD Resource upgrades for all proposed software platforms to ensure the Client can plan accordingly. All minor and major MFD Resource upgrades can be centrally pushed to all required Clients and MFD Resources centrally to ensure proficient deployment of software updates accordingly.

The Supplier is the point of contact for all Client requirements. Areas supported by the Supplier's Subcontractors follow the same issue resolution steps and escalation procedures.

The Supplier provides phone support from Monday to Friday, between the hours of 8:00 am to 8:00 pm eastern standard time.

Preventative maintenance schedules are dependent and agreed upon based on the Client's environment (e.g. volume, availability of Client) and the MFD Resource model of the unit.

Every component within each MFD Resource model has a recommended preventative maintenance schedule that is based on volumes. After consultation with the Client and a history of volume has been established the service technician will coordinate with the Client to perform preventative maintenance as required.

25.4 Repair Response Time

The Supplier's technician shall be onsite within the timeframe indicated in Appendix C – Guaranteed Response Times. The Supplier's response time performance will be monitored, in part, against the information contained in Appendix D – Performance Management Scorecard.

Note - Clients will not diagnose service problems when placing a service call.

Production MFD Resources are supported with a higher level of response time than for Office MFD Resources. The Supplier and Client, when executing a Client-Supplier Agreement will mutually agree on response times as it relates to Production MFD Resources.

25.5 Repair Time

The Supplier shall provide MFD Resource repairs within one (1) Business Day (i.e. the MFD Resource will be available for use within one (1) Business Day) or within the time frame set out on Appendix C – Guaranteed Response Time.

If the Supplier cannot repair the MFD Resource within the time frame set out on Appendix C – Guaranteed Response Time, the Client has the right to request the MFD Resource be swapped with a new functioning MFD Resource while the original MFD Resource is being repaired to be mutually agreed upon when executing a Client-Supplier Agreement.

25.6 Replacement Parts and/or Component Resources

The Supplier is expected to meet future needs, on an as and when required basis, for replacement panels, components, and replacement parts, and/or for additions to existing configurations for a period of at least five (5) years from the original installation date according to the delivery lead times set out above.

25.7 Liquidated Damages

The Supplier shall pay a fifty dollar ($50) liquidated damage fee to Clients experiencing a Resource (i.e. applicable to each MFD Resource) uptime of less than ninety-eight percent (98%) as set out in Appendix D. The Supplier shall pay the appropriate liquidated damages amount to the Client the month after the violation occurred.

26.0 Managed Print Service Resources

The Supplier shall provide MPS Resources on an as-and-when-required basis to Clients upon request. MPS may include, but is not limited to:

- Review, optimize (i.e. right size) and recommend an approach to manage the Client's digital content management and document output;
- Monitor, manage, and optimize total print output;
- Assess and develop strategies to improve document security, reduce printing costs and increase productivity;
- Conduct an assessment to analyze the Client's current printing infrastructure;
- Provide an MPS plan aligning with the Client's print strategy, setting out phases, timelines, tasks, helpdesk support, recommended software solutions, reporting, roles and responsibilities, risk mitigation strategies, and other key information resulting in a successful execution;
- Make recommendations with respect to the quantity and deployment (type, features, location, size, features) of Resources to provide Clients with efficiencies;
- Recommend strategies to move a Client to more electronically-based documents reducing overall print/copy costs;
- Print and document analytics;
- Print server optimization: follow-me printing, rules-based printing, roles-based printing;

- Document workflow management;
- Digitization services (e.g. optical character recognition, searchable PDF);
- Content and records management;
- Manage Resource life cycle, and disposal;
- Implement a print release infrastructure (to support bring-your-own-device ("BYOD"));
- Provide reporting on overall cost, energy, greenhouse gas and solid waste reductions; and,
- Review and provide sustainability benefits (e.g. financial, environmental impact, energy consumption, social).

The Supplier shall provide the following MPS Resource software applications:

Crowdmark
Equitrac
Hotspot Enterprise
Laserfiche
Nuance – Autostore
PaperCut MF
Remark
Ricoh Hosting Services
Ricoh Managed Application Services
Streamline NX

Refer to Appendix B for applicable Rates, if any, related to MPS Resources.

The Supplier's MPS Program referred to as Managed Document Services, is a comprehensive platform of service elements that are designed to optimize all aspects of a Client's document output environment. Services involve developing, monitoring, consolidating, controlling and optimizing the printing and imaging infrastructure.

The Supplier's Managed Document Services portfolio is structured into five key phases:

- Understand;
- Improve;
- Transform;
- Govern; and,
- Optimize.

This phased approach helps with the overall organization and efficient delivery of the Supplier's Managed Document Services program within a Client's environment and is designed to minimize any potential disruption to a Client's daily business routine and maximize Client benefits. Each phase has a corresponding set of service offerings which are in turn broken down into individual service elements. The govern and optimize phases focus on sustaining and continually improving the optimized state.

Monthly Operations Reporting

The Supplier has developed a standard set of Managed Document Services reporting and measurements that are provided to Clients on a monthly basis. The reports listed below outline the standard SLAs that the Supplier measures and the reporting structure that gets presented to the Clients:

- Fleet summary report;

- IMAC-D report, providing detailed listings of all installs, removals and relocations for a specified period of time along with the details of each install, move, add, change, and dispose activity;
- Equipment performance analysis;
- Detailed service call report;
- Suspect activity report;
- Supply order report;
- Spend report; and,
- Utilization and trending report.

The Supplier will work with the Client to determine if additional SLAs are required.

The Supplier's mandate is to provide governance and continuous value to the Client. The Supplier also hosts quarterly and annual business review meetings designed to review SLAs and uncover opportunities for further fleet rationalization and optimization.

Requirement	Software	Components
Print and document analytics	Papercut	Server, User licences, embedded MFD Resource licences
Follow-me printing	Papercut	
Rules-based printing	Papercut	
Roles-based printing	Papercut	
Document workflow management	Laserfiche	Core System - includes unlimited servers, workflow, web/mobile access, advanced audit trail, web administration console, digital signatures, snapshot, email
Digitization services	Nuance - Autostore	Server and embedded device licences
Student registration	Laserfiche	Forms Portal and authenticated participant licences
Student attendance	Laserfiche	Forms Portal and authenticated participant licences
Student testing and grading	Remark	User/student licenses
Student testing and grading	Crowdmark	User/student licenses
Mobile printing	Hotspot Enterprise	Device license
Optical character recognition	Nuance - Autostore	Server and embedded device licences

The Supplier provides solutions, at the Rates set out in Appendix B, as it pertains to follow-me printing, server-less printing, rules-based printing, roles-based printing and mobile printing. The Supplier's portfolio includes but is not limited to:

- PaperCut;
- Cirrato;
- Nuance Equitrac Express; and,
- Other leading Supplier-designed platforms (e.g. Streamline NX). All platforms accommodate the functional feature sets stipulated by the Client.

MFD Resource printing that is allocated to shared accounts (i.e. via the Client tool), can be tracked and charged separately (e.g. allowing setting and tracking department budgets).

PaperCut's logging is available for view or export as reports.

PaperCut runs on all operating systems on the server as well as the workstation, and it is network environment agnostic. PaperCut supports the following directory environments as standard:

- Windows Active Directory;
- LDAP;
- E-Directory;
- Apple Open Directory;
- Standard POSIX (PAM, NIS/Yellow Pages); and,
- Samba.

The Supplier would conduct an assessment exercise to gain an understanding of Client's environment and may recommend an alternative print management system if PaperCut does not meet all requirements.

HR & Records Management

The Supplier has developed a set of tools for HR Management that eases the labour burden and improves currency and accuracy of personnel records. HR staff can find the status of a particular employee and action records in seconds. HR records are captured electronically and made available through a secure digital repository that maintains roles-based security and only the information relevant to the user is displayed.

Student Registration

Student registration is labour intensive that relies substantively on paper-based workflows. The Supplier provides solutions for Clients that help to streamline the collection, dissemination, distribution and archiving of both paper-based and digital information.

Student Exemption

Students that apply to exempt faculty credits when changing streams or apply from external/foreign institutions must seek approval for such credit recognition by the specific faculty to which they are applying. This process is typically paper-based involving the circulation of forms and supporting documentation. The process is open to many delays, costs associated with document transport and document loss exposing the institution to risk for both the applying student and the institution.

The Supplier has developed a Student Exemption solution that dramatically improves this process while adding integrity and confidence in the process. Students are able to apply online or in person and provide all supporting documentation securely.

Testing & Grading

The Supplier's Remark & Crowdmark platform will provide testing and grading solutions that automate paper based intensive processes.

The most substantial benefits in implementing digital workflows are realized as a reduction in time spent in-process, and reduction in associated costs (for instance, elimination of paper documents, courier costs, power consumption, integration and rationalization of legacy systems). Especially when converting a paper-based process into an electronic one, dramatic time and overhead savings can be realized.

Document Workflow Management

The Supplier's Document Workflow Management Solution will enable Clients to automate standard, collaborative business processes, such as approvals or routing, based on conditions transforming content repository into a dynamic content management solution that ensures business processes are performed consistently and efficiently. The Supplier's robust forms and email integration can deliver content and obtain information from participants in a variety of real world ways without having users even log into the main system.

Clients may benefit from an intuitive workflow engine and available connectivity to external systems and databases, and a highly flexible infrastructure for adapting existing manual processes into fully automated workflows with full accountability.

The Supplier's Document Workflow Management solutions are designed to be straightforward to purchase, deploy, extend, administer and support – giving Client IT managers central control over their information

infrastructure, including standards, security and auditing, while still offering business units the flexibility to react quickly to changing conditions. To simplify system administration, the Supplier's product suite is built on top of Microsoft technologies; it deploys quickly and easily scales to accommodate both an increasing number of users and high-volume repository growth.

Assessment/due diligence exercises are an integral part of the Supplier's Methodology Framework as they provide the necessary details required to design and build a software platform that will meet the Client's unique requirements. The cost of the assessment is dependent upon the scope and complexity, as defined by the Client, of a project. For example, an assessment to design a content management and workflow solution would typically involve a greater level of effort relative to a print management/follow you printing assessment. Cost of an assessment is subject to the per diem Rate set out on Appendix B.

The Supplier offers a number of other print management platforms (e.g. Equitrac and Streamline). Based on the Supplier's experience, there may be unique scenarios where said platforms may be considered (e.g. if the scoped project reveals that Equitrac already exists in the environment and the Client may want to consider leveraging the investment already made).

Content and Records Management

The Supplier's offers Laserfiche software for Content and Records Management. Rates are set out in Appendix B.

The Supplier's consulting group would oversee the assessment process which is comprised of the following four (4) phases:

- Planning – where the objectives, goals and scope of the project will be determined;
- Assessment – consultants engage onsite stakeholders to understand specific in scope current state business processes and infrastructure;
- Design – leverage phase two analytics to design future state recommendations; and,
- Reporting – provide comprehensive report of findings and recommendations to the Client.

The Supplier's Laserfiche Enterprise content management platform is available to Clients at no additional cost.

Document workflow management - Core System - includes unlimited servers, workflow, web/mobile access, advanced audit trail web administration console, digital signatures, snapshot, email

- Student registration - Forms Portal and authenticated participant license's; and,
- Student attendance - Forms Portal and authenticated participant license's.

Ricoh can provide a MDS assessment with a SOW that will be drafted at the Professional Services Per Diem Rate. Pricing is dependent upon several factors which include size of fleet, number of sites, locations of sites, and number of floors.

27.0 Professional Service Resources

The Supplier shall provide professional service Resources on an as-and-when-required basis to Clients upon request. The Supplier should conduct a study and analyze the Client's current structure and recommend approaches to move the Client towards a more efficient, cost effective managed print services solution.

The analysis provided by the Supplier should take the following aspects into consideration before making recommendations to the Client including, but not be limited to:

- Agreement administration and support;
- Deployment (location, size, feature requirements);
- Fleet management;
- Moves, additions and changes;
- Pricing;
- Quality control;

- Reporting;
- Savings;
- Secure print;
- Service requirements;
- Substitutions;
- Sustainability;
- Training; and,
- Transition and implementation.

The Supplier's Managed Document Services methodology places significant emphasis on a continuous improvement process that focuses on continually delivering additional cost savings, productivity improvements and efficiencies to the Client's organization.

Items investigated include quality, effectiveness, waste (i.e. labour, process time and materials), cost-efficiency gains through new technology and return-on-investment business case development.

The Managed Document Services model contains several key mechanisms that are essential to continually meeting users' needs:

- Complete Managed Document Services assessment to determine future state design for your business;
- Monthly reviews of MFD Resource utilization to ensure they are properly matched to volume requirements taking action to rebalance distribution, as required;
- Opportunities to improve efficiency and productivity;
- A well-defined and consistently executed IMAC-D process that handles all Client user requests for changes to the fleet in a way that addresses user needs through a combination of training, MFD Resource relocations, upgrades, swaps and change management; and,
- Transactional and periodic surveys to capture user requirements that feed the continuous improvement process.

Lifecycle analysis is an internal process the Supplier performs for limiting the amount environmental impact of our solutions offered to Clients. If required by clients, there is an additional cost as set out in Appendix B.

28.0 Customer Support to Clients

The Supplier shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive (or a team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing administrative support, operational support and issue resolution;
- A Client-specific escalation chart, as per Appendix E of the Client-Supplier Agreement or Appendix G of the Master Agreement;
- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day response;
- Audit services that is, assessing Clients MFD Resource requirements (e.g. some Clients may use a staff and/or student allocation ratio to assess their requirements);
- Ensuring minimal disruption to the Client;
- Easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- Knowledge transfer, and no additional cost educational events (e.g. webinars), if available;
- Establishing an ongoing communications program with the Client (e.g. new initiatives, innovation, sustainability);

- Providing written notice to Clients on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- Attending meetings with Clients, as requested; and,
- Providing reports to Clients, upon request.

The Supplier assigns a dedicated team of professionals to each Client based on their requirements. The local account team, consisting of an Account Manager, a Sales Manager, the Operations Support Organization and the Customer Service Team, is supported by regional and national resources.

The Supplier's Account Manager oversees all sales functions including contracts, orders and general account management throughout the implementation process. Once deployment is initiated, the Account Manager becomes a contact point for escalation and inventory management.

The Supplier's Branch Manager is the back up for escalation issues and ensures senior management involvement to support the Account Manager. The Branch Manager will act as the Clients single point of contact should the Account Manager be absent.

The Supplier's toll-free support line is available for troubleshooting and service issues. The Supplier guarantees a response time of four (4) hours.

The Supplier's Managed Document Services methodology places significant emphasis on a continuous improvement process that focuses on continually delivering additional cost savings, productivity improvements and efficiencies to Clients. The details of the Suppliers Managed Document Services methodology are as follows:

- Monthly reviews of MFD Resource utilization to ensure they are properly matched to volume requirements and if not, taking action to rebalance MFD Resources distribution;
- A defined continuous improvement process that identifies and tracks all opportunities to improve efficiency and productivity;
- A well-defined and consistently executed IMAC-D process that handles all user requests for changes to the fleet in a way that addresses user needs through a combination of training, MFD Resource relocations, upgrades, swaps and change management;
- Transactional and periodic surveys to capture user requirements that feed the continuous improvement process; and,
- Quarterly and annual reviews with the Client.

The Supplier, through a third party service provider, has two (2) types of networks for providing Clients with on site servicing.

The Supplier uses only certified supply parts and toner.

28.1 Customer Satisfaction

Understanding that each Client is different, the Supplier will perform semi-annual (at minimum) customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources.

The survey should be focused on, but not limited to:

- Customer support;
- Issue resolution processing;
- Price competitiveness;
- Invoice discrepancies;
- Delivery lead times;
- Response time; and,

- Performance (i.e. is the Supplier meeting the Appendix D – Performance Management Scorecard requirements.

The survey contents, needs and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop, and distribute as mutually agreed upon by the Supplier and Client, an appropriate survey for their organization. Results shall be shared with OECM upon completion.

29.0 Agreement Management Support to OECM

OECM will oversee the Agreement and the Supplier shall provide appropriate Agreement management support including, but not limited to:

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- A senior account manager responsible for the overall management and reporting of the Agreement, including the management of area account managers and/or local dealers responsible for the delivery of services to Clients;
- Promoting the Agreement within the Client community;
- Attending quarterly business review meetings with OECM to review such information as:
    - Client-Supplier Agreements and upcoming opportunities; and,
    - Performance management compliance;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);
- Conducting comparative analysis and surveys regularly during the Term of the Agreement to ensure customer satisfaction and support for Client's strategic direction;
- Timely submission of reports showing invoiced Resources, the applicable cost recovery fee, and other ad hoc reports as required; and,
- Attending, at a minimum, quarterly business review meetings with OECM to review, and if necessary, act upon:
    - The previous quarter's SLAs;
    - Client-Supplier Agreements and upcoming opportunities will be identified to OECM (active and those pending);
    - Deliverables and potentially other related Resources to support Client's business requirements;
    - Issues and opportunities for improvement;
    - Resource lifecycle management;
    - Industry trends, new technology/innovation;
    - Resource improvement plans;
    - Service delivery processes;
    - Operational activities;
    - Status of outstanding problems/complaints;
    - Monitor performance management compliance;
    - Quick quote/request for service requested and issued;
    - Savings (based on OECM's selection of up to seven (7) Clients per quarter);
    - Client issued customer satisfaction survey results;

- Potential enhancements to Appendix D – Performance Management Scorecard;
- Inventory management/audits/upcoming issues;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings, customer satisfaction results and Client-Supplier Agreement status; and,
- Timely submission of reports showing invoiced Resources, the applicable cost recovery fee, and other ad hoc reports as required.

30.0 Optional Process to Add Other Resources

If mutually agreed to by OECM and the Supplier, other Resources (including but not limited to remanufactured MFD Resources, emerging technology/innovation and/or related services) may be added to the Agreement to align with Client needs twice a year during the Term.

Volumes and Agreement management performance (i.e. Performance Management Scorecard results) will be considered when contemplating adding Resources to the Agreement. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's Resource to add other related Resources. All Resources, currently in the Agreement, shall remain unchanged.

The Supplier may request the addition of other Resources by April 1st and/or October 1st. The Supplier shall provide prior written notice, accompanied by appropriate documentation (e.g. detailed calculations, Resource description, original equipment manufacturer, part numbers, and rationale for the addition) to OECM at least sixty (60) before April 1st and/or October 1st, if requesting a Resource refresh.

Rates, for newly added Resources, will be negotiated at the time ensuring alignment with similar Resources currently available on the Agreement.

The Agreement will be amended accordingly, if necessary.

31.0 Saving Calculation

OECM tracks, validates, and reports on savings on all its agreements. Once OECM receives the Clients' approval, the Supplier shall provide OECM with Clients' historical spend (e.g. baseline information) prior to the effective date of Agreement if applicable.

If the Supplier has provided the Client additional savings based on the Client's requirements, i.e. volume discount, the Supplier shall provide OECM with details in the monthly spend report.

32.0 Financial Incentives to Clients

Where feasible, the Supplier shall propose financial incentives to Clients to promote additional cost savings or increased revenue resulting from operational efficiencies or marketing opportunities that may include, but are not limited to:

- Increased online ordering;
- Use of P-Card;
- EDI invoicing and payment processes;
- Early payment discount for Clients; and,
- Higher volumes/overall growth in business.

In consultation with OECM, the Client may negotiate specific details related to one (1) or more financial incentives.

The financial incentives the Supplier and Client agree to shall be incorporated into the Client-Supplier Agreement and be reviewed and adjusted (e.g. annually), as required.

33.0 Invoicing

The Supplier shall submit consolidated monthly invoices based on the previous month's actual volume and activity (e.g. moves, adds, managed print services, professional services).

Flexibility in invoicing processes is required. The Supplier shall, for Clients using SciQuest, support cXML and/or portal invoicing functionality.

The invoices, in either paper or electronic format, as detailed in the Client-Supplier Agreement shall be itemized and contain, at a minimum, the following information:

- Client's name (and specific location for larger Clients) and delivery address;
- Invoice date and number;
- Client's purchase order number;
- Department name;
- Client's cost centre number, general ledger number, as required;
- Description of MFD Resource (including model and serial number, and installation location), quantity and Rates invoiced;
- MFD Resource meter readings;
- Supplies (e.g. no additional cost staples) ordered and received (including quantity); and,
- Extended total and Harmonized Sales Tax ("HST").

Note – Clients' payment terms will not be in effect until Supplier provides an accurate invoice.

The Supplier accepts all major credit cards including American Express, MasterCard, Visa and PCard systems at no additional cost to the Client.

Each Client will specify their detailed invoicing requirements (i.e. ten-month billing versus twelve-month billing, monthly versus quarterly) when executing a Client-Supplier Agreement.

34.0 Electrical Requirements

All MFD Resources subject to standards approval for use/consumption in the Province of Ontario must conform to the standards approved by Canadian Standards Association, the Ontario Electrical Safety Code, and/or Underwriters Laboratory.

35.0 Electrical Connections

All MFD Resources connected to electrical service (110-120 volt) must be equipped with a three (3) wire U-ground power cord.

The Client shall arrange for the installation of the Supplier recommended power connection to the power source.

36.0 Workplace Hazardous Materials Information System

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") material safety data sheets ("MSDS") are at Client's location as required. Additionally, the Supplier should provide the Client's personnel WHMIS training, as it relates to the Resources and equipment, in accordance with the *Ontario Occupational Health and Safety Act.*

Additional copies of MSDS sheets should be provided by the Supplier to Clients, upon request.

37.0 ISO 14001 Certification

The Supplier (or its OEM) should be registered under ISO 14001 from a nationally accredited registrar under the ISO 14001 program for the manufacturing facility where the specific MFD Resource being proposed is manufactured.

38.0 Disaster Recovery and Business Continuity

The Supplier shall possess and provide to OECM and/or Clients upon request, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Resource availability critical to Clients.

39.0 Licenses, Right to Use and Approvals

The Supplier shall obtain all licenses, right to use and approvals required in connection with the supply of the Deliverables. The costs of obtaining such licenses, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

Where a Supplier is required by Applicable Laws to hold or obtain any such license, right to use and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite license, right to use or approval.

APPENDIX B – RATES AND RESOURCE SPECIFICATIONS

1.0 Maximum Rates

The Resource Rates, as set out in a separate file, are firm maximum Rates for the first four (4) years of the Agreement

The Supplier may, however, lower its Rates for specific Client Resources without affecting the Rates in the Agreement.

The Rates shall be the firm maximum Rates for the Term of the Agreement if a Rate refresh is not exercised as noted below.

The Supplier shall invoice Clients at the lowest Rate if a Resource is offered on multiple OECM Master Agreements then currently in place with Supplier.

In extenuating circumstances, OECM may consider a Rate adjustment substantially effecting the provision of Resources resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, or ordinances. Any such request from the Supplier must be accompanied by documentation deemed appropriate by OECM. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Resources in this Agreement. OECM will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

2.0 Resource Rate Methods

Clients, with the Supplier support, will determine the appropriate Resources and pricing method(s) based on their organizational needs.

- There are two (2) types of Rates applicable to the **MFD Resources**:
    - Operating rental cost plus cost per page ("CPP"); and,
    - Outright purchase plus CPP.
- The following three (3) types of Rates are applicable to **MPS Resources**:
    - CPP;
    - Maximum per diem Rates; and,
    - Software Rates.
- The following Rate is applicable to **Professional Services Resources**:
    - Maximum per diem Rates.

Clients are seeking value for money, ease of use, efficient pricing methods to streamline day-to-day operations including invoicing and Agreement management. During Client-Supplier Agreement execution, the Client and Supplier may mutually agree to a blended CPP Rate for invoicing purposes only.

3.0 Optional Rate Refresh

OECM's goal is to maintain Rates as low as possible for Clients. However, the Supplier may request a Rate refresh on the fourth (4^{th}) anniversary of the Agreement or on the eighth (8^{th}) year anniversary, if an extension is being exercised. For Clients, however, who have signed a sixty (60) month rental in the first or second year of the Agreement, the initial Rates shall stay in effect for the entire sixty (60) month period. If requesting a Rate refresh, the Supplier shall provide a written notice to OECM at least one-hundred-and-twenty (120) days prior to the fourth (4^{th}) anniversary of the Agreement or in the eighth (8^{th}) year if an extension is being exercised.

As part of any review OECM will consider Rate adjustments that reflect changes in operational adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by the Bank of Canada, or ordinances. Any such request from the Supplier must be supported by the original equipment manufacturer ("OEM") and accompanied by documentation deemed appropriate by OECM. OECM will not consider any fixed costs or overhead adjustments in its review.

A substantial exchange rate fluctuation between the Canadian dollar ("CAD") and the United States dollar ("USD") shall be based on the following:

- A baseline rate will be established by using the applicable six (6) month average USD-to-CAD exchange rate. For example, the six (6) month average for the period July – December 2017 was one-point-two-six-two-zero-three-three-three-three (1.26203333);
- Where the applicable six (6) month average USD-to-CAD exchange rate has a variance of a plus or a minus five percent (+/- 5%) or greater to the baseline rate, a downward or upward adjustment in Rates may be considered; and,
- The applicable six (6) month average USD-to-CAD exchange rate used shall be as published by the Bank of Canada.

Any such request from a Supplier to increase Rates due to substantial fluctuations in the USD-to-CAD exchange rate, at the times set out above, must be accompanied by sufficient supporting evidence, as determined by OECM that demonstrates that the fluctuation in the exchange rate had direct impact on the Rates of the Resource.

Volumes and Agreement management performance (i.e. Performance Management Scorecard results) will be considered by OECM when contemplating the approval or rejection of a Supplier's Rate refresh request.

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to the Resources ordered after the effective date of the new Rates. The effective date of the Rate change must allow Clients a minimum of thirty (30) day prior notice. If, however, a proposed Rate increase is not accepted by OECM the Agreement shall be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Resources at the lower agreed upon Rates.

If a Rate refresh request is not requested by the Supplier, the Rates from the previous period shall remain in effect.

Decreases to the maximum Rates shall be accepted at any time during the Term of the Agreement.

The Agreement will be amended accordingly.

4.0 No Minimum Volumes

The Supplier will not be permitted to charge a minimum volume and/or dollar amount value for orders (e.g. related to copy impressions and/or the number of MFD Resources acquired) whatsoever during the Term of the Agreement.

5.0 Ontario Electronic Stewardship Fees

The Supplier shall participate in the Ontario Waste Electrical and Electronic Equipment ("WEEE") Program Plan and control the electronic waste produced through either a Supplier self-managed or third party hardware return and recycling program.

The Client shall be responsible for paying the Supplier's WEEE Rate per MFD Resource installed at their location.

6.0 Early Termination Fees

In the event a Client terminates one (1) or more MFD Resource prior to end of the fleet term (i.e. thirty-six (36), forty-eight (48) or sixty (60) months), the Supplier shall be entitled to collect an early termination fee on rental MFD Resources as set out in this Appendix and in the Master Agreement.

Early termination fees are not applicable to purchased MFD Resources.

7.0 Pricing Audit and Management

The Client, OECM, or OECM on behalf of a Client, may request Rate audits on Resources provided during the Term (including all Rates) of the Agreement. The Supplier shall provide supporting documents as deemed acceptable by the Client, OECM, or OECM on behalf of a Client within thirty (30) calendar days from the date of the request. The supporting documents for pricing audits may include but are not limited to quotations and final invoices, as applicable.

8.0 Applicable Rates

[following page]

8.0 Applicable Rates

1. MFD Resources	Quantity	Total Mthly Rental Amount	Term	Warranty Service Colour CPC	Warranty Service B&W CPC
Pro 8210 SE Green Line	2	$692.18	Sixty (60) Months	N/A	$0.00505
Pro 5200 With Fiery	2	$1,365.45	Sixty (60) Months	$0.05150	$0.00906
Epson T7270	1	$110.24	Sixty (60) Months	Ink Out	
Epson T7270			Sixty (60) Months	Annual Service	$653.02/ Yr
2. Binding Equipment					
* RSL 2702s laminator * Akiles WBN 532 wire closer * Akiles roll-a-coil * Duplo DF 777 paper folder * Morgana DC 52 creaser * Challenge Padding Wagon * SW4012 punch with coil/ wire/ cerlox dies * EBA 5260 digital programmable cutter * Additional knife for cutter * installation and training * Shipping * deluxe M2 stitcher (floor model)	1	$824.00	Sixty (60) Months		5 year Maintenance included
3. Additional Managed Print Services Resources					
On Site Staff *	3 Full-time MPS Labour	$14,935.00	Sixty (60) Months		
TRAC **	1	$464.53	Sixty (60) Months		

***** Assumptions applicable to the Rates for On Site Staff.

1. $14,935.00 per month, includes:

3 full-time, fully-benefitted, permanent, dedicated Ricoh personnel

- Working Site Supervisor
- 1 Sr. On-Site Service Specialist
- 1 On-Site Service Specialist

40-hour work week for all personnel

2. Variable Labour Rates On-Site Staff:

Overtime services - $36.00 per hour per employee, overtime not incurred adjacent to regular business hours is subject to a 4-hour minimum charge

Supplemental on-site personnel dispatched to the site - $30.00 per hour per employee, subject to a 4-hour minimum charge.

3. All Labour Rates are subject to a 2% annual escalator.

****** TRAC: Ricoh - Trend, Reporting, Analysis and Communication - Solution is a web-based application and repository hosted by a third-party application service provider (ASP) that is designed to enable centralized monitoring, tracking and management of the Ricoh Equipment and Services provided under an accepted Service Order. Rate noted above is for Basic TRAC Services. Client may order Enhanced TRAC at a rate to be quoted.

APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

Administrative Policies and Directives

Section: AODA/Human Resources **Policy No.:**

Topic: City of London Integrated Accessibility Standards Policy

Issue Date: 2013 **Date Of Last Revision:** November 1, 2017

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6. Information and Communications Standards
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- c. Notice of Temporary Disruptions in Goods, Services, and Facilities
- d. Assistive Devices and other Measures that Assist with Accessibility
- e. Service Animals
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- g. Feedback
- h. Training
- i. Availability and Formal of Documents Required by the Customer Service Standard under Ontario Regulation 191/11 Integrated Accessibility Standards
- j. Notice of the Availability of Documents

1. Purpose/Background Information

The Accessibility for Ontarians with Disabilities Act, 2005 (the "AODA") is a Provincial Act with the purpose of developing, implementing and enforcing accessibility standards in order to achieve accessibility for persons with disabilities with respect to goods, services, facilities, accommodation, employment, buildings, structures, and premises.
Under the AODA, Ontario Regulation 191/11 entitled "Integrated Accessibility Standards" came into force on July 1, 2011. This regulation establishes accessibility standards specific to information and communications, employment, transportation, the design of public spaces and customer service standards for public and private sector organizations that provide goods, services or facilities to the public or other third parties.

2. Application and Scope

This policy has been drafted in accordance with the Regulation and addresses how the City of London achieves accessibility through meeting the Regulation's requirements. It provides the overall strategic direction that will be followed to meet the accessibility needs of persons with disabilities in the provision of goods, services and facilities. This policy applies to all employees, volunteers, Council Members, persons who participate in developing the organization's policies and all other persons who provide goods, services or facilities on behalf of the organization.

3. Definitions

Accessible Formats
May include, but are not limited to, large print, recorded audio and electronic formats, braille and other formats usable by persons with disabilities.

Assistive Device
A device used to assist persons with disabilities in carrying out activities or in accessing the services of persons or organizations covered by the Customer Service Standard.

City
The Corporation of the City of London, excluding boards and commissions.

Communications
The interaction between two or more persons or entities, or any combination of them, where information is provided, sent, or received.

Communication Supports
Communication supports are alternative ways of communicating with people with disabilities. Examples of a communication support may include, but are not limited to, captioning, alternative and augmentative communication supports, plain language, sign language through an interpreter and other supports that facilitate effective communications.

Disability

a. any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
b. a condition of mental impairment or a developmental disability,
c. a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
d. a mental disorder, or
e. an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

Guide Dog
A guide dog as defined in section 1 of the Blind Persons' Rights Act is a dog trained as a guide for a blind person and having qualifications prescribed by the regulations under the Blind Persons' Rights Act.

Kiosk
An interactive electronic terminal, including a point-of-sale device, intended for public use that allows users to access one or more services or products or both.

Mobility Aid
A device used to facilitate the transport, in a seated posture, of a person with a disability

Service Animal
Any animal used by a person with a disability for reasons relating to the disability where it is readily identified that the animal is used by the person for reasons relating to their disability as a result of visual indicators such as the vest or harness worn by the animal or where the person provides documentation from one of the following regulated health professionals confirming that the person requires the animal for reasons relating to their disability;

- A member of the College of Audiologists and Speech-Language Pathologists of Ontario
- A member of the College of Chiropractors of Ontario
- A member of the College of Nurses of Ontario
- A member of the College of Occupational Therapists of Ontario
- A member of the College of Optometrists of Ontario
- A member of the College of Physicians and Surgeons of Ontario

• A member of the College of Physiotherapists of Ontario
• A member of the College of Psychologists of Ontario
• A member of the College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario

Support Person
A person who accompanies a person with a disability in order to help with communication, mobility, personal care, or medical needs or with access to goods, services or facilities. Examples of a support person may include, but are not limited to, sign language interpreters, intervenors, a guide for a person with vision loss, and personal care assistants.

Taxicab
A motor vehicle as defined in the Highway Traffic Act, other than a carpool vehicle, having a seating capacity of not more than six persons, exclusive of the driver, hired for one specific trip for the transportation exclusively of one person or group of persons, one fare or charge only being collected or made for the trip and that is licensed as a taxicab by a municipality.

Web Content Accessibility Guidelines (WCAG)
World Wide Web Consortium Recommendation, dated December 2008, entitled "Web Content Accessibility Guidelines (WCAG) 2.0"

4. Statement of Commitment

The Corporation of the City of London is committed to providing quality goods, services, and facilities that are accessible to all persons we serve. We will continue to work with the community and allocate appropriate resources toward the elimination of accessibility barriers in customer service, information and communication, employment, transportation and the design of public spaces and are committed to meeting the requirements of applicable legislation, including the Accessibility for Ontarians with Disabilities Act and the Ontario Human Rights Code.

5. General Provisions

a. Multi-Year Accessibility Plan and Annual Status Update Reports

In consultation with persons with disabilities and the Accessibility Advisory Committee, the City will establish, implement, maintain and update a Multi-Year Accessibility Plan which outlines the organization's strategy to prevent and remove barriers and meet requirements under the Integrated Accessibility Standards. The Annual Status Update Reports will provide updates on the progress made each year toward achieving the strategy and targets identified in the Multi-Year Plan. The Multi-Year Plan and annual status reports will be posted on the City's website and made available in an accessible format upon request.

b. Procuring or Acquiring Goods, Services or Facilities

The City shall incorporate accessibility criteria and features when procuring or acquiring goods, services, or facilities, except where it is not practicable to do so. In the event it is not practicable to do so, an explanation will be provided upon request.
The City shall incorporate accessibility features when designing, procuring, or acquiring self-service kiosks.

c. Training

The City will ensure that training is provided as required by the Integrated Accessibility Standards. The content of the training will include the requirements of the accessibility standards referred to in Ontario Regulation 191/11 and the Human Rights Code as it pertains to persons with disabilities. The training provided shall be appropriate to the duties of those being trained.

Training will be provided as soon as practicable, as well as on an ongoing basis if changes to this policy occur. The City will keep records of the training, including the date on which training is provided and the number of individuals to who it is provided. The names of individuals trained will be recorded for training administration purposes, subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA").

6. Information and Communications Standards

The City is committed to meeting the communication needs of persons with disabilities in accordance with the Integrated Accessibility Standards and will notify the public about the availability of accessible formats and communications supports as required.
Upon request, the City will provide or arrange for the provision of accessible formats and communication supports for persons with disabilities in a timely manner and at a cost that is no more than the regular cost charged to other persons.

In determining the suitability of an accessible format or communication support, the City will consult with the person making the request.
If the City determines that information or communications are unconvertible, it shall provide the individual requesting the information or communication with an explanation as to why the information or communications are unconvertible and a summary of the unconvertible information or communications.

a. Feedback

The City has processes in place for receiving and responding to feedback and will ensure that these processes are provided in an accessible manner and with communication supports upon request.

b. Emergency Information

Where the City prepares emergency procedures, plans or public safety information and makes the information available to the public, the City shall provide the information in an accessible format or with appropriate communication supports, as soon as practicable, upon request.

c. Accessible Website and Web Content

The City shall make its internet website and web content conform to the World Wide Web Consortium Web Content Accessibility Guidelines (WCAG 2.0) as required by the Integrated Accessibility Standard.

7. Employment Standards

The Corporation is committed to fair and accessible employment practices. The Employment Standards outline requirements for the accommodation of persons with disabilities during the recruitment process and throughout employment with the City.

a. Recruitment

The City shall notify employees and the public about the availability of accommodation for applicants with disabilities in its recruitment processes.
Specifically, the City shall:

- notify job applicants when they are individually selected to participate in an assessment or selection process that accommodations are available upon request in relation to the materials or processes to be used;
- if a selected applicant requests an accommodation, consult with the applicant and provide or arrange for the provision of a suitable accommodation in a manner that takes into account the applicant's accessibility needs;
- notify successful applicants of the policies for accommodating employees with disabilities when making offers of employment.

b. Informing Employees of Supports

The City shall inform its employees of its policies used to support its employees with disabilities, including, but not limited to, policies on the provision of job accommodations that take into account an employee's accessibility needs due to a disability.
This information shall be provided to new employees as soon as practicable after they begin their employment and shall be updated for all employees whenever there is a change to the existing policies.

c. Accessible Formats and Communication Supports for Employees

Upon request by an employee with a disability, the City shall consult with the employee to provide or arrange for the provision of suitable accessible formats and communication supports for:

- Information that is needed in order to perform the employee's job; and
- Information that is generally available to employees in the workplace.

d. Workplace Emergency Response Information

The City shall provide individualized workplace emergency response information to employees who have a disability if the disability is such that the individualized information is necessary and the employer is aware of the need for accommodation. The City shall provide the information as soon as practicable after becoming aware of the need for accommodation.

If an employee who receives individualized workplace emergency response information requires assistance and with the employee's consent, the City shall provide the workplace emergency response information to the person designated by the employer to provide assistance to the employee.
The City shall review the individualized workplace emergency response information:

- when the employee moves to a different location in the organization,
- when overall accommodation needs or plans are reviewed, and
- when the employer reviews its general emergency response policies.

e. Documented Individual Accommodation Plans

The City shall develop and have in place a written process for the development of documented individual accommodation plans for employees with disabilities. The process shall include the following elements:

- The manner in which an employee requesting accommodation can participate in the development of the individual accommodation plan;
- The means by which the employee is assessed on an individual basis;
- The manner in which the City may request an evaluation by an outside medical or other expert, at the City's expense, to assist with determining if accommodation can be achieved and, if so, how to achieve accommodation;
- The manner in which the employee can request the participation of a representative from their bargaining agent, where represented, or other representative from the workplace where the employee is not represented by a bargaining agent;
- The steps taken to protect the privacy of the employee's personal information;
- The frequency with which the individual accommodation plan will be reviewed and updated and the manner in which it will be done;
- If an individual accommodation plan is denied, the manner in which the reasons for the denial are to be provided to the employee;
- The means of providing the accommodation plan in a format that takes into account the employee's accessibility needs;

Individual accommodation plans shall:

If requested, include any information regarding accessible formats and communications supports provided; if requested, include individualized workplace emergency response information; and identify any other accommodation that is to be provided.

f. Return to Work Process

The City shall have in place a documented return to work process for employees who have been absent from work due to a disability and require disability-related accommodation in order to return to work. The process shall outline the steps the City will take to facilitate the return to work of employees absent due to disability and include documented individual accommodation plans.

g. Performance Management, Career Development and Advancement, Redeployment

The City shall take into account the accessibility needs and/or individual accommodation plans of employees when:

- Using performance management processes;
- Providing career development and advancement; and
- Using redeployment.

8. Transportation Standards

a. Bus Stops and Shelters

Where the City develops design criteria for bus stops and shelters, the City shall consult the Accessibility Advisory Committee, the public, and persons with disabilities in the development of accessible design criteria considered in the construction, renovation, or replacement of bus stops and shelters. Where applicable, this will include any steps that will be taken to meet the goal of accessible bus stops and shelters.
Where the City has entered into arrangements with a person respecting the construction of bus stops and shelters, the City will ensure that the person participates in the consultation process.

b. Taxicabs

The City shall:

- Consult with the Accessibility Advisory Committee, persons with disabilities and the public to determine the proportion of on-demand accessible taxicabs required in the community

• Identify progress made toward meeting the need for on-demand accessible taxicabs including any steps to be taken to meet the need;
• Ensure that owners and operators of taxicabs are prohibited from charging a higher fare or an additional fee for persons with disabilities and from charging a fee for storage of mobility aids or mobility assistive devices; and
• Ensure taxicabs have vehicle registration and identification information on the rear bumper of the taxicab, and available in an accessible manner to passengers with disabilities.

9. Design of Public Spaces Standards (Accessibility Standards for the Built Environment)

The City is committed to designing public spaces that are free from barriers and accessible to all persons we serve. The City will comply with the Design of Public Spaces Standards with respect to public spaces that are newly constructed or redeveloped, including:

- Recreational trails and beach access routes
- Outdoor public use eating areas
- Outdoor play spaces
- Exterior paths or travel
- Accessible parking
- Obtaining services
- Maintenance of accessible elements

a. Maintenance of Accessible Elements Procedure

The City will maintain the following procedures for preventative and emergency maintenance of accessible elements in its public spaces:

- Staff will regularly monitor the accessible public spaces elements implemented in their Service Area. Staff will actively monitor feedback submissions or notifications from the public that an accessible element requires maintenance and implement corrective actions, as necessary.
- Staff will report any issue or deficiency impacting the accessible public spaces element(s) in a timely manner within their service area for further review and/or follow up. Potential outcomes may include, the element undergoes a plan for remediation and/or emergency maintenance may take place, depending on the circumstances.
- In accordance with section 10 (c) Notice of Temporary Disruption of Goods, Services, and Facilities of this document, notice of temporary service disruptions of accessible elements shall be provided to the public.

10.Customer Service Standards

a. The Provision of Goods, Services, and Facilities to Persons with Disabilities

The City will use reasonable efforts to ensure that its policies, practices and procedures are consistent with the following principles:

- the City's goods, services and facilities are provided in a manner that respects the dignity and independence of persons with disabilities;
- the provision of the City's goods, services and facilities to persons with disabilities are integrated with the provision of goods, services and facilities to others, unless an alternative measure is necessary, whether temporary or on a permanent basis, to enable a person with a disability to obtain, use or benefit from the City's goods, services and facilities;
- persons with disabilities are given an opportunity equal to that of persons without disabilities to obtain, use or benefit from the City's goods, services and facilities.

b. Communication with Persons with Disabilities

When communicating with a person with a disability, the City will do so in a manner that takes into account the person's disability.
Upon request, the City will provide or arrange for the provision of accessible formats and communication supports for persons with disabilities in a timely manner and at a cost that is no more than the regular cost charged to other persons.

c. Notice of Temporary Disruptions in Goods, Services, and Facilities

The City is aware that the operation of its goods, services and facilities is important to the public. However, temporary disruptions in the City's services and facilities may occur due to reasons that may or may not be within the City's control or knowledge.
The City will make reasonable effort to provide notice of the disruption to the public, including information about the reason for the disruption, its anticipated duration, and a description of alternative facilities or services, if any,

that may be available. The City will make reasonable effort to provide prior notice of planned disruption if possible, recognizing that in some circumstances such as in the situation of unplanned temporary disruption, advance notice will not be possible. In such cases, the City will provide notice as soon as possible.
When temporary disruptions occur to the City's services or facilities, the City will provide notice by posting the information in visible places, and/or on the City's webpage (www.london.ca), or by any other method that may be reasonable under the circumstances as soon as reasonably possible.

d. Assistive Devices and other Measures that Assist with Accessibility

A person with a disability may provide their own assistive device for the purpose of obtaining, using and benefiting from the City's goods, services and facilities. Exceptions may occur in situations where the City has determined that the assistive device may pose a risk to the health and safety of a person with a disability or the health and safety of others on the premises.
In these situations and others, the City may offer a person with a disability other reasonable measures to assist him or her in obtaining, using and benefiting from the City's goods, services and facilities, where the City has such other measures available.

It should be noted that it is the responsibility of the person with a disability to ensure that their assistive device is operated in a safe and controlled manner at all times**.**

e. Service Animals

Persons with a disability may enter premises owned and operated, or operated, by the City accompanied by a service animal, as defined in section 3 of this policy, and keep the animal with them if the public has access to such premises and the animal is not otherwise excluded by law. If a service animal is excluded by law, the City will ensure that alternate means are available to enable the person with a disability to obtain, use or benefit from the City's goods, services and facilities.
If it is not readily identifiable that the animal is a service animal, the City may ask the person with a disability for documentation from a regulated health professional as outlined in section 3 of this policy, confirming that the person requires the animal for reasons relating to their disability. The City may also, or instead**,** ask for a valid identification card signed by the Attorney General of Canada or a certificate of training from a recognized guide dog or service animal training school.
It should be noted that it is the responsibility of the person with a disability to ensure that their service animal is kept in control at all times.

f. Support Persons

A person with a disability may enter premises owned and operated, or operated, by the City with a support person and have access to the support person while on the premises.
A support person, when assisting a person with a disability to obtain, use or benefit from the City's goods, services and facilities, will be permitted to attend at no charge where an admission fee is applicable.
The City may require a person with a disability to be accompanied by a support person while on City premises, but only if, after consulting with the person with a disability and considering the available evidence, the City determines that;

- A support person is necessary to protect the health or safety of the person with a disability or the health and safety of others on the premises; and
- There is no other reasonable way to protect the health or safety of the person with disability and the health or safety of others on the premises.

g. Feedback

The City of London is committed to providing high quality goods, services and facilities to all members of the public it serves. Feedback from the public regarding the provisions of goods, services, or facilities is welcomed as it may identify areas that require change and encourage continuous service improvements.
Feedback from a member of the public about the delivery of goods, services and facilities to persons with disabilities may be given by telephone, in person, in writing, in electronic format or through other methods. The feedback process shall be made accessible to persons with disabilities by providing, or arranging for the provision of accessible formats and communication supports, upon request.
Information about the feedback process will be readily available to the public and notice of the process will be posted on the City's website (www.london.ca) and/or in other appropriate locations.

h. Training

The City will ensure that all persons to whom this policy applies receive training as required the Customer Service Standards under Ontario Regulation 191/11 Integrated Accessibility Standards.

The amount and format of training given will be tailored to suit each person's interactions with the public and their involvement in the development of policies, procedures and practices pertaining to the provision of goods, services and facilities.
The content of the training will include:

- a review of the purposes of the Accessibility for Ontarians with Disabilities Act (AODA);
- the requirements of Ontario Regulation 191/11 Integrated Accessibility Standards which includes Customer Service Standards;
- instruction on the City's policies, procedures and practices pertaining to the provision of goods, services and facilities to persons with disabilities;
- how to interact and communicate with persons with various types of disabilities;
- what to do if a person with a particular type of disability is having difficulty accessing the City's goods, services or facilities;
- how to interact with persons with disabilities who use assistive devices or who require the assistance of a support person or service animal; and
- information about the equipment or devices available on the City's premises that may help with the provision of goods, services or facilities to persons with disabilities.

i. Timeline for Training

Training will be provided as soon as practicable upon an individual being assigned the applicable duties as well as on an ongoing basis as changes occur to the City's policies, procedures and practices governing the provision of goods, services and facilities to persons with disabilities.

ii. Records of Training

The City will keep records of the training, including the date on which training is provided and the number of individuals to whom it is provided. The names of individuals trained will be recorded for training administration purposes, subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA").

i. Availability and Formal of Documents Required by the Customer Service Standard under Ontario Regulation 191/11 Integrated Accessibility Standards

All documents required by the Customer Service Standard under Ontario Regulation 191/11 Integrated Accessibility Standards, including the City's Accessible Customer Service policies, procedures and practices, notices of temporary disruptions, training records, and written feedback process are available upon request, subject to MFIPPA.
When providing a document to a person with a disability, the City will provide the document, or the information contained in the document, in an accessible format or with a communication support, upon request. The City shall consult with the person making the request for a document in determining the suitability of an accessible format or communication support and shall also ensure that the information is provided in a timely manner that takes into account the person's accessibility needs due to their disability and at no additional cost.

j. Notice of the Availability of Documents

Notice of the availability of all documents required by the Customer Service Standards will be posted on the City's website, and available upon request through the City Clerk's Office and City's public library branches. Accessible alternative formats are available of the documents are available, upon request by contacting accessibility@london.ca or by submitting a Customer Accommodation Request Form.

11. Reference Policies

12.Resources

13.Approval

- City Manager

14. Revision History

Revision No.	Revision Reason	Revision Date Mth/Day/Year	Author(s)
000	Original	2013	J. LaJoie
001	Updated due to legislative changes. Incorporated Accessible Customer Service Policy into	November 1, 2017	C. Da Silva

	Integrated Accessibility Standards Administrative Policy. Formatting changes throughout.		

APPENDIX D – GUARANTEED RESPONSE TIMES

Number of Technicians	Number of Service Depots	Response Time in Business Hours
8	1	4 Hours

APPENDIX E – SUPPLIER'S ESCALATION PROCESS

[Insert applicable escalation process or refer to Appendix G of the Master Agreement]

[End of Client-Supplier Agreement]

AGREEMENT
Between

MINISTRY OF GOVERNMENT AND CONSUMER SERVICES

And

RICOH CANADA INC.

For

MANAGED PRINT SERVICES

CONTRACT NO: OSS_00457979

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THIS MASTER AGREEMENT for the provision of Print Imaging Technologies and Services is made as of the 1st day of February, 2015.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Government and Consumer Services

(hereinafter called "the Ministry" or "MGCS")

AND: **Ricoh Canada Inc.**

(hereinafter called the "Supplier")

NOW THEREFORE, in consideration of the mutual promises and obligations contained in this Master Agreement, the Ministry and the Supplier covenant and agree as follows:

ARTICLE 1 – DEFINITIONS, INTERPRETATION AND SCHEDULES

1.01.1 **Definitions –** In this Master Agreement, the following words and terms shall have the following meanings, and the meanings shall apply to both singular and plural forms of the words and terms:

"Acceptance" means notification by the Client that in the Client's opinion, acting reasonably, the Eligible Equipment functions in accordance with its specifications;

"Acceptance Testing" has the meaning set out in Section 5.01;

"Additional Equipment Options" means the additional hardware components as specified in Schedule B (Eligible Equipment and Rates), which are to be available until the end of the lifecycle of the Equipment;

"Agencies" means all advisory, adjudicative, regulatory (including those with governing boards), and operational service agencies of the Province of Ontario.

"Business Continuity Plans" mean the documents created, updated and implemented by the Supplier that describe how the Supplier will ensure continuity of its operations and its commitment and ability to provide the Deliverables to the OPS during the Term, including during an event of Force Majeure or other emergency, disaster or disruption.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business.

"Category" or "Equipment Category" has the meaning set out in Schedule A (Supplementary Terms).

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFB process, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:

(i) having or having access to information in the preparation of the Proposal that is confidential to Her Majesty the Queen in Right of Ontario and not available to other proponents;
(ii) communicating with any person with a view to influencing preferred treatment in the RFB process; or
(iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFB process and render that process non-competitive and unfair; or

(b) in relation to the performance of its contractual obligations in the Master Agreement, the Supplier's other commitments, relationships or financial interests:

(i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
(ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

"Consumables" has the meaning set out in **Schedule A** (Supplementary Provisions).

"Deficiency" means any isolated or recurring defect, error, failure or bug in the Eligible Equipment, including a component thereof, that causes the Eligible Equipment to malfunction or to produce incorrect results, or prevents the Eligible Equipment from performing in accordance with the applicable Minimum Specifications and Features, or makes it difficult or impossible for the Ministry to access or use the Eligible Equipment.

"Deliverables" means everything developed for or provided by the Supplier to the Ministry or Clients under the Master Agreement. For avoidance of doubt, the Deliverables shall include the Products and Services.

"Depot Swap Services" means those Services identified as Depot Swap Services in Schedule C (Services Specifications), including their corresponding service activities, requirements, Service Level requirements and service windows, as specified in Schedule C.

"Designated Personnel" has the meaning set out in Section 8.03.

"Dispute" means any dispute or disagreement between the Supplier and the Ministry in connection with the interpretation or operation of the Master Agreement, or any breach thereof, whether actual, alleged or anticipated.

"Documentation" means all documents, whether in printed or electronic form, such as but not limited to installation guides, instructional materials, layouts, maintenance materials, manuals, system documentation, training materials, user guides, and includes all developments and modifications to the above.

"Early Termination Charges" means the charges payable by a Client in the event of termination of a Rental Arrangement prior to expiry of the Rental Arrangement Term, as determined with reference to the early termination factor set out in the Schedules.

"Effective Date" means the 1st day of February, 2015.

"Eligible Equipment" means the Equipment and Additional Equipment Options identified in Schedule B (Eligible Equipment and Rates.) For avoidance of doubt, Eligible Equipment does not include goods or equipment previously owned by a Client (however, a Client may purchase certain Services for equipment previously owned).

"Encumbrance" means any encumbrance of any kind whatever, including any security interest, mortgage, lien, pledge, hypothecation, charge, trust or deemed trust, whether contractual, statutory or otherwise.

"Enhanced Warranty Services" means those Services identified as Enhanced Warranty Services in Schedule A (Supplementary Provisions) and Schedule C (Services Specifications) including their corresponding service activities, requirements, Service Level requirements, and service windows, as specified in Schedule C.

"Equipment" means the equipment identified in Schedule B (Eligible Equipment and Rates.) For avoidance of doubt, Equipment includes Like Equipment and Substitute Equipment.

"Executives" has the meaning set out in Section 23.02.

"Executive Sponsor" has the meaning set out in Section 22.03.

"Expiry Date" means the 31st day of January, 2017, or if the original term is extended, the final date of the extended term.

"FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as may be amended from time to time.

"Harmful Code" means any computer code which is designed to adversely affect or interfere with the use or operation any software, hardware, equipment or computer system, including without limitation, time bombs, Trojan horses, timelocks and viruses.

"Indemnified Parties" means (a) Her Majesty the Queen in right of Ontario, the members of Her Executive Council, the officers of the Legislative assembly, and the

advisors, appointees, officers and Personnel of any of the above; and (b) the Clients and their directors, officers and Personnel.

"Industry Standards" include, but are not limited to:

(a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Master Agreement or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in the Province of Ontario and;

(b) adherence to commonly accepted norms of ethical business practices, which include the Supplier's establishing, and ensuring adherence to, precautions to prevent its Personnel from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of, or employed by, Her Majesty the Queen in right of Ontario.

"Insolvency Event" with respect to any Person means the making of an assignment by such Person for the benefit of the Person's creditors; the failure by such Person to pay the Person's debts generally as they become due; the filing or commencement by and with respect to such Person, or the filing or commencement against such Person, of a petition or other proceeding under any bankruptcy, reorganization, moratorium, arrangement of debt or insolvency law; or the appointment of a receiver, receiver and manager or interim receiver with respect to such Person or any material part of the Person's assets or business; such Person is declared bankrupt or insolvent or acknowledges (in writing or otherwise) the Person's insolvency or inability to pay debts generally as they become due); the suspension of business by such Person; the making by such Person of any Proposal, arrangement or compromise with the Person's creditors under the Bankruptcy and Insolvency Act (Canada) or any other statute or otherwise; or the taking of any action for the purposes of any of the foregoing.

"Intellectual Property Rights" means any intellectual or industrial property rights protected or capable of protection under the laws of Canada, any foreign country, or any political subdivision of any country, including any intellectual property rights protected by legislation (such as legislation governing copyrights, industrial designs, integrated circuit topographies, patents or trademarks) or by common law (such as confidential information and trade secrets).

"Like Equipment" means replacement Equipment that is the same Manufacturer (brand) that is currently marketed by the Supplier and is of equal or greater performance capabilities and feature configuration, whether or not it bears the same Manufacturer (brand) part or model number as the Equipment that it replaces.

"Losses" includes any losses, costs, damages, expenses and any reasonable legal, expert and consultant fees.

"Master Agreement" or "Agreement" means the aggregate of:

(a) this Master Agreement;

(b) the Schedules to this Master Agreement;

(c) the RFB, including any addenda;

(d) the Proposal; and

(e) any amendments executed in accordance with the terms of this Master Agreement.

"Minimum Specifications and Features" means the minimum specifications, requirements and features for each of the Products as set out in the schedules of this Master Agreement, including without limitation Schedule A (Supplementary Provisions), Schedule B (Eligible Equipment and Rates), Schedule C (Services Specifications), and Schedule G (Equipment Specifications and Security Requirements) and the published specifications for such Product.

"Ministry Representative" has the meaning set out in Section 22.04.

"Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42, as amended or replaced from time to time, and includes comparable rights in applicable jurisdictions.

"Newly Created Intellectual Property" means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Agreement;

"Newly Created Intellectual Property" means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Agreement;

"Ontario" means Her Majesty the Queen in right of Ontario.

"Ontario Government Insignia" means the visual identity of the Government of Ontario and any Ontario Government design, domain name, geographical indication, insignia, logo, official mark or other designation, indication, symbol or trademark, including any developments and modifications of them.

"Ontario Public Service" or "OPS" means the ministries and other administrative units of the Government of Ontario over which Ministers of the Crown preside, and for the purposes of the Master Agreement includes the Agencies.

"OPS Confidential Information" means all information of the Ontario Public Service and the Clients, that is of a proprietary or confidential nature, including Personal Information, regardless of whether it is identified as proprietary or confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Master Agreement. OPS Confidential Information includes but is not limited to:

(a) all new information derived at any time from any such information whether created by the OPS, the Clients, the Supplier or any third-party; and

(b) all information that the OPS or the Clients are obliged, or have the discretion, not to disclose under provincial or federal legislation.

OPS Confidential Information shall not include information that:

(c) is or becomes generally available to the public without fault or breach on the part of the Supplier, including without limitation without breach of any duty of confidentiality owed by the Supplier to the OPS, to the Clients or to any third-party, but only after that information becomes generally available to the public;

(d) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence of any kind, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence;

(e) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure free of any obligation of confidence; or

(f) is independently developed by the Supplier without the use of any OPS Confidential Information.

"OPS Entity" means: (a) an advisory, adjudicative, regulatory (including those with governing boards) or operational services agencies of the Province of Ontario; or (b) any other entity designated by the Ministry as an OPS Entity, which designation may be amended from time to time at the sole discretion of Ministry.

"Original Equipment Manufacturer or "OEM" means the entity which has originally manufactured and marketed the Eligible Equipment.

"Party" means either the Ministry or the Supplier as the context requires, and "Parties" means both the Ministry and the Supplier.

"Performance Warranty Period" means, (a) with respect to any Eligible Equipment, a period of one (1) year commencing upon the date of the acceptance of such Eligible Equipment by the Client; or (b) with respect to Software, a period of no less than one hundred and twenty (120) calendar days from the date of acceptance by the Client.

"Person", if the context allows, includes any persons, firms, partnerships or corporations or any combination thereof.

"Personal Information" has the same definition as in subsection 2(1) of FIPPA, and means personal information recorded in printed form, on film, by electronic means or otherwise and disclosed to the Supplier pursuant to this Master Agreement. The definition of "personal information" in subsection 2(1) of FIPPA includes the name, address, age, date of birth, sex and religion of all individuals.

"Personnel" means collectively, in the case of each Party, individuals who provide services to such Party or any of its Subcontractors, whether as employees or independent contractors.

"Premium Warranty Services" means those Services identified as Premium Warranty Services in Schedule A (Supplementary Provisions) and Schedule C (Services Specifications) including their corresponding service activities, requirements, Service Level requirements, and service windows, as specified in Schedule C.

"Privacy Provisions" means, collectively, Article 16 (Privacy Provisions) and any other FIPPA related provisions in this Master Agreement.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding.

"Procurement Card" means the corporate charge card(s) used by the Ministry, as may be changed from time to time;

"Procurement Card Protocols" means the manner in which the Supplier is required to process any payments under the Master Agreement that the Client elects to make by way of Procurement Card, which shall include the requirement to: (a) collect the authorized employee's name, the abbreviated Client name, the expiry date and the employee's authorization; (b) contact the financial institution identified on the Procurement Card each time the Procurement Card is used for payment; (c) receive payment from the financial institution named on the Procurement Card once that institution authorizes payment; and (d) bear the cost of any and all charges relating to the use of the Procurement Card, including the financial institution's charges for payment through the Procurement Card;

"Product" means any Eligible Equipment, Software, Supplies or Consumables.

"Proposal" means all of the documentation which has been submitted by the Supplier in response to the RFB and accepted by the Ministry.

"Provincially Funded Organization" means:
(a) any public sector entity of the Province of Ontario; or

(b) any other entity designated by MGCS as a Provincially Funded Organization, which designation may be amended from time to time at the sole discretion of MGCS, but excludes (i) Ontario, as represented by a ministry of Ontario over which a minister of the Crown, as appointed by the Lieutenant Governor under the Executive Council Act, R.S.O. 1990, c. E.25, presides, or any combination of such ministries; and (ii) OPS Entities.

"Purchase Order" means, with respect to Clients, a purchase order substantially in the form set out in Schedule D or its functional equivalent, containing the information and terms and conditions set out in Schedule D.

"Rates" means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule B (Eligible Equipment and Rates), representing the full amount chargeable by the Supplier for the provision or performance of the Deliverables, including but not limited to:

(a) all applicable duties and taxes, excluding the Harmonized Sales Tax;
(b) all labour and material costs;
(c) all insurance costs;
(d) all travel, carriage and delivery costs; and
(e) all other overhead including any fees or other charges required by law.

"Record" means, for the purposes of the Master Agreement, any recorded information, including any Personal Information, in any form:

(a) provided by the Ministry or Client to the Supplier, or provided by the Supplier to the Ministry or Client, for the purposes of the Master Agreement; or

(b) created by the Supplier in the performance of the Master Agreement

unless the information is specifically exempted by the Ministry in the Schedules.

"Rental Arrangement" means a rental of Eligible Equipment constituted by a Purchase Order which incorporates by reference the terms of this Master Agreement.

"Rental Arrangement Term" means, with respect to any Rental Arrangement, the term of such Rental Arrangement commencing on the Commencement Date of such Rental Arrangement and including the last day of the initial Term, as applicable.

"Rent Interval" means each month, commencing on the Commencement Date specified in the applicable Purchase Order in respect of a Rental Arrangement**.**

"Requirements of Law" means all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, permits, licenses, authorizations, directions, and agreements with all Authorities, now or at any time hereafter may be applicable to the Supplier, the Master Agreement or the Deliverables or any part thereof.

"RFB" means the Request for Bids dated October 8, 2014, RFB-OSS-00457979-Managed Print Services issued by the Ministry for the Deliverables and any addenda to it.

"Schedule(s)" means any one or more of Schedules A to J listed in Section 1.03 and forming an integral part of the Master Agreement as of the Effective Date, whether or not attached hereto, together with other schedules and documents incorporated by agreement of the Parties after the Effective Date.

"Service Address" means the offices or other location or locations of the Client where the Services are to be provided, as specified in a Purchase Order.

"Service Levels" means the minimum service levels for the provision and performance of the Deliverables, as set out in Schedules A (Supplementary Provisions), C (Services Specifications) and E (Performance Measures and Remedies).

"Service Manager" has the meaning set out in Section 22.03.

"Services" means any or all of the services to be provided by the Supplier to the Ministry or to a Client pursuant to this Master Agreement, including the services as more particularly described in Schedule A (Supplementary Provisions) and Schedule C (Services Specifications).

"Software" means the any software forming part of the Deliverables and to be provided by the Supplier to the Ministry or a Client pursuant to this Master Agreement as further described in the Schedules, including software that is a component of, and/or integral to the operation of the Eligible Equipment, as well as any software that is provided as part of the Services.

"Subcategory" or "Equipment Subcategory" has the meaning set out in Schedule A (Supplementary Provisions).

"Subcontractor" means any person having a contract with the Supplier for the supply of any of the Deliverables, or any portions thereof, and shall include, subject to any contrary intention expressed or implied in this Master Agreement, the Subcontractor's officers, directors, employees, agents, contractors and representatives.

"Substitute Equipment" has the meaning set out in Section 6.02.

"Supplier Confidential Information" means all information of the Supplier that is of a proprietary or confidential nature and is identified as proprietary or confidential, whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Ministry in connection with the Master Agreement. Supplier Confidential Information includes but is not limited to, all new information derived at any time from any such proprietary or confidential information whether created by the Supplier, the Ministry or any third-party.

Supplier Confidential Information shall not include information that:

(a) is or becomes generally available to the public without fault or breach on the part of the Ministry, including without limitation, without breach of any duty of confidentiality owed by the Ministry to the Supplier or to any third-party, but only after that information becomes generally available to the public;

(b) the Ministry can demonstrate to have been rightfully obtained by the Ministry, without any obligation of confidence of any kind, from a third-party who had the right to transfer or disclose it to the Ministry free of any obligation of confidence;

(c) the Ministry can demonstrate to have been rightfully known to or in the possession of the Ministry at the time of disclosure free of any obligation of confidence; or

(d) is independently developed by the Ministry without the use of any Supplier Confidential Information.

"Supplier's Intellectual Property" means: (i) Intellectual Property Rights owned by the Supplier prior to the Supplier's performance under the Agreement; (ii) Third-Party Intellectual Property supplied by the Supplier under the Agreement; or (iii) Intellectual Property Rights created by the Supplier during the Term of the Agreement independently of the performance of its obligations under the Agreement;

"Supplies" has the meaning set out in Schedule A (Supplementary Provisions);

"Term" has the meaning set out in Section 25.01.

"Third-Party Intellectual Property" means Intellectual Property owned by a Person other than the Ministry, Client or the Supplier;

"Vendor of Record" or "VOR" means a vendor offering specific goods or services to Clients for a defined time period on terms and conditions, including pricing, as set out in the governing agreement between the vendor and Her Majesty the Queen in right of Ontario.

"Warranty Services" has the meaning set out in the Schedules to this Master Agreement, and includes Enhanced Warranty Services, Premium Warranty Services and Depot Swap Services.

1.02 In this Master Agreement, unless it is otherwise clear from the context "**including**" means "including without limitation" and "**includes**" means "includes without limitation"; the use of the word "including" or "includes" is not intended to limit any statement that precedes it to the items immediately following it.

1.03 **Schedules**

The following Schedules attached to this Master Agreement form part of the Master Agreement:

(a)	Schedule A	-	Supplementary Provisions
(b)	Schedule B	-	Eligible Equipment and Rates
(c)	Schedule C	-	Services Specifications
(d)	Schedule D	-	Sample Purchase Order
(e)	Schedule E	-	Performance Measures and Remedies
(f)	Schedule F	-	Service Management
(h)	Schedule G	-	Equipment Specifications & Security Requirements
(i)	Schedule H	-	Substitution Request Form
(j)	Schedule I	-	Provincially Funded Organization Notice

1.04 **No Indemnities from Ministry**

Notwithstanding anything else in the Master Agreement, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Ministry, whether at the time of execution of this Master Agreement or at any time during the Term, shall be void and of no legal effect.

1.05 **Entire Agreement**

The Master Agreement, with each Purchase Order, embodies the entire agreement between the Parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the Parties at the date of execution of this Master Agreement. Furthermore, the Parties agree that all language, whether oral or written, including without limitation language contained in any invoice, documentation, web site, click-wrap licence, shrink-wrap licence or any other licence delivered with, embedded in, attached or applied to or presented upon any Deliverable, shall be of no

force or effect in connection with the Master Agreement or any Purchase Order.

1.06 **Amendments to the Master Agreement**

Any changes to the Master Agreement shall only be made by written amendment signed by the authorized signing authorities of the Ministry and the Supplier. No changes shall be effective or shall be carried out in the absence of such an amendment. Each such amendment shall be effective from its effective date and is not intended to be retroactive, unless expressly stated otherwise in such amendment. Each such amendment applies to every Purchase Order that has a commencement date equal to or later than the effective date of such amendment, unless expressly stated otherwise in such amendment.

1.07 **Severability**

If any term or condition of the Master Agreement, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Master Agreement, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.08 **Interpretive Value of Master Agreement Documents**

In the event of a conflict or inconsistency in any provisions in the Master Agreement:
(a) the main body of this Master Agreement shall govern over the Schedules to the Master Agreement;
(b) the Master Agreement (including the Schedules) shall govern over the RFB and the Proposal; and
(c) the RFB shall govern over the Proposal.

In the event of any conflict or inconsistency between the terms and conditions of this Master Agreement and a Purchase Order or any other document issued to put into effect the terms and conditions of this Master Agreement, this Master Agreement shall prevail.

1.09 **Interpretive Value of Headings**

The headings in the Master Agreement are for convenience of reference only and in no manner modify, interpret or construe the Master Agreement.

1.10 **Reference to Sections etc.**

For avoidance of uncertainty, any reference in this Master Agreement to a specific part, section or appendix of a Schedule shall be deemed to include any other relevant part, section or appendix of the Schedule. No such specific reference shall relieve the Supplier from compliance with any other provisions or requirements of the Schedule. Unless otherwise stated, in the main body of this Master Agreement all references to Articles, Sections and Paragraphs are to the articles, sections and paragraphs contained in the main body of this Master Agreement.

1.11 **No Waiver**

No provision of the Master Agreement or in any Purchase Order shall be deemed waived, amended, or modified by either Party unless such waiver, amendment, or modification is in writing and signed by the Party against whom it is sought to enforce the waiver, amendment, or modification.

1.12 **Remedies**

The rights and remedies of the Supplier and the Ministry under the Master Agreement and each Purchase Order are cumulative, and are in addition to and not in substitution for any rights or remedies provided by law and shall not merge upon termination of the Master Agreement. Any waiver by either Party of the strict observance, performance or compliance with any term, covenant, condition, or agreement herein contained, or indulgence granted shall not be deemed to be a waiver of any subsequent default or breach of the terms of the Master Agreement.

1.13 **Force Majeure**

(a) Subject to the requirements of **Article 24**, neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Master Agreement where such delay or failure is caused by an event beyond its reasonable control. Without limiting the generality of the foregoing, force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or Deliverables.

(b) The Parties agree that an event shall not be considered beyond a Party's reasonable control if a reasonable business Person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Master Agreement would have put in place contingency plans either to materially mitigate or to negate the effects of such event.

(c) If a Party seeks to excuse itself from its obligations under this Master Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

(d) If the anticipated or actual delay or non-performance by the Supplier exceeds fifteen (15) Business Days, the Ministry may immediately terminate this Master Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the Ministry under this Master Agreement, at law or in equity.

1.14 **Governing Law**

The Master Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals from them. The Parties agree that the United Nations Convention on contracts for the International Sale of goods does not apply to this Master Agreement and is strictly excluded.

1.15 **Reference to Laws**

Any reference in the Master Agreement to a statute, regulation, by-law or rule of any governmental or other regulatory body shall be interpreted as meaning a law or rule as amended or re-enacted from time to time. In addition, where any laws, codes or regulations conflict, the more stringent shall govern.

1.16 **References to Days**

All references to "days" in the Master Agreement are references to "calendar days" unless stated otherwise.

1.17 **No Drafting Presumption**

No presumption shall operate in favour of or against any Party hereto as a result of any responsibility that the Party may have had for drafting the Master Agreement or any portion thereof.

1.18 **Survival**

The provisions of **Sections 2.04**, **2.05, 2.07**, **2.08, 3.02, 4.01(c), 4.02, 4.09, 4.10, 7.02, 10.03, 10.04, 10.05** and **10.09, 25.03, 25.04, 25.05** and of **Articles 1, 11, 12, 13, 14, 15, 16, 17, 18, 23, 27** and **28** shall survive the termination or expiry of this Master Agreement.

1.19 **Currency**

All references to currency in this Master Agreement shall be in Canadian dollars.

1.20 **Representations and Warranties in Agreement**

Throughout the Term, the Supplier covenants to take any actions required to ensure that the representations and warranties provided by the Supplier in the Agreement continue to be true and covenants not to take any actions that would cause any of the representations and warranties not to be true, and acknowledges that the Ministry is relying upon such covenant.

ARTICLE 2 – NATURE OF RELATIONSHIP BETWEEN MINISTRY AND SUPPLIER

2.01 **Supplier's Power to Master Agreement**

The Supplier represents and warrants that it has the full right and power to enter into the Master Agreement and there is no agreement with any other Person, which would in any way interfere with the rights of the Ministry under the Master Agreement.

2.02 **Representatives May Bind the Parties**

The Parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

2.03 **Supplier Not a Partner, Agent or Employee**

The Supplier shall have no power or authority to bind the Ministry or a Client, or to assume or create any obligation or responsibility, express or implied, on behalf of the Ministry or Client. The Supplier shall not hold itself out as an agent, partner or employee of the Ministry or Client. Nothing in the Master Agreement shall have the effect of creating an employment, partnership or agency relationship between the Ministry or the Client and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors) or constitute an appointment under the *Public Service of Ontario Act, 2006, S.O. 2006, c. 35, Schedule A, as amended.*

2.04 **Responsibility of Supplier**

(a) The Supplier agrees that it is liable for its acts and omissions and the acts and omissions of the Supplier's Personnel in the same manner as if the acts or omissions of the Supplier's Personnel were those of the Supplier. This Section is in addition to any and all of the Supplier's liabilities under the Agreement and under the general application of law. The Supplier shall advise the Supplier's Personnel of their obligations under the Agreement and shall ensure their compliance with all the applicable terms of the Agreement. In addition to any other liabilities of the Supplier pursuant to the Agreement or otherwise at law or in equity, the Supplier shall be liable for all Losses and Proceedings resulting from its actions or omissions and the actions or omissions of the Supplier's Personnel in connection with the Agreement.

(b) The Supplier shall not be relieved of any obligation or liability under the Agreement as a result of the use by the Supplier of any Supplier's Personnel, nor shall Her Majesty the Queen in right of Ontario be liable to any of the Supplier's Personnel and the Supplier shall not make any representation or enter into any agreement with the Supplier's Personnel to the contrary.

(c) The Supplier shall, in order to comply with the provisions of the Agreement, include applicable terms and conditions into contracts that the Supplier has with its Personnel.

(d) Each Manufacturer of a Product available under the Agreement shall be deemed to be a Subcontractor of the Supplier under the Agreement. The Supplier shall require each Manufacturer of Eligible Equipment to enter into a Manufacturer's Undertaking in the form attached as Appendix O to the RFB. In addition, the Supplier shall require the Manufacturer of any new Eligible Equipment supplied under the Agreement who has not signed a Manufacturer's Undertaking to sign the Manufacturer's Undertaking.

2.05 **No Subcontracting or Assignment**

The Supplier shall not subcontract or assign the whole or any part of the Master Agreement or any monies due under it without the prior written consent of the Ministry. Such consent shall be in the sole discretion of the Ministry and subject to the terms and conditions that may be imposed by the Ministry. Without limiting the generality of the conditions which the Ministry may require prior to consenting to the Supplier's use of a Subcontractor, every contract entered into by the Supplier with a Subcontractor shall adopt all of the terms and conditions of this Master Agreement as far as applicable to those parts of the Deliverables provided by the Subcontractor. Nothing contained in the

Master Agreement shall create a contractual relationship between any Subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Ministry.

2.06 **Duty to Disclose Change of Control**

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to the Ministry and shall comply with any terms and conditions subsequently prescribed by the Ministry resulting from the disclosure.

2.07 **Conflict of Interest**

The Supplier shall:

(a) avoid any Conflict of Interest in the performance of its contractual obligations;

(b) disclose to the Ministry without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and

(c) comply with any requirements prescribed by the Ministry to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, the Ministry may immediately terminate the Master Agreement upon giving notice to the Supplier where:

(d) the Supplier fails to disclose an actual or potential Conflict of Interest;

(e) the Supplier fails to comply with any requirements prescribed by the Ministry to resolve a Conflict of Interest; or

(f) the Supplier's Conflict of Interest cannot be resolved.

2.08 **Master Agreement Binding**

The Master Agreement shall enure to the benefit of and be binding upon the Parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 3 – SCOPE OF THE CONTRACT

3.01 **General**

This Master Agreement sets out terms and conditions for the acquisition of the Deliverables. At any time prior to the Expiry Date, the Ministry may order Deliverables from the Supplier by submitting a Purchase Order. Each Purchase Order shall incorporate all of the terms and conditions of the Master Agreement by reference. No term or condition set out in a Purchase Order shall have any effect upon any other Purchase Order, and a Purchase Order shall not change the terms or conditions of the Master Agreement. Despite the execution of the Master Agreement, the Ministry and

Clients are not under any obligation to submit a Purchase Order to the Supplier.

3.02 **Provincially Funded Organizations**

(1) **Provincially Funded Organization Agreements** - If the Supplier wishes to provide products and services to Provincially Funded Organizations, the Supplier may only do so under a separate agreement with a Provincially Funded Organization. If the Supplier receives a request from any Provincially Funded Organization to supply products and services to the Provincially Funded Organization that are the same as the Deliverables, the Supplier shall: (a) prior to engaging in negotiations with that Provincially Funded Organization, provide the Provincially Funded Organization with a copy of the acknowledgement as attached as Schedule I to this Master Agreement ("**Provincially Funded Organization Notice**"); and (b) subject to the Supplier's compliance with subsection (a) above, use commercially reasonable efforts to negotiate with that Provincially Funded Organization for the purpose of entering into a mutually agreeable agreement for the supply to the Provincially Funded Organization of products and services that are the same as the Deliverables ("**Provincially Funded Organization Agreement**") based on the same or similar terms (including price and the length of the term) of this Master Agreement.

The Supplier agrees that the Supplier and the Provincially Funded Organization remain solely responsible for negotiating the terms and conditions (including all business, legal and other terms as may be necessary or desirable for the Supplier and the Provincially Funded Organization) of the Provincially Funded Organization Agreement and for any resulting or related relationships and agreements between the Supplier and the Provincially Funded Organization.

(2) **Status of Provincially Funded Organizations**
Provincially Funded Organizations cannot enter into any Purchase Orders or any other subordinate agreement to this Master Agreement to acquire any Deliverables or any other products and services under this Master Agreement.

(3) **Ontario Not Liable for Supplier's Relationship with Provincially Funded Organizations**
The Supplier acknowledges and agrees as follows:

(a) Ontario does not endorse, recommend or approve the suitability of: (i) any Provincially Funded Organization as a customer of the Supplier; and (ii) the terms and conditions of this Master Agreement (or any subordinate agreement under this Master Agreement) as a basis for, in whole or in part, any Provincially Funded Organization Agreement or any other resulting or related relationships or agreements between the Supplier and any Provincially Funded Organization. The Supplier is solely responsible for conducting its own independent assessment (including obtaining its own professional advice as may be necessary and appropriate in the Supplier's specific circumstances) to determine the suitability of the above.

(b) Ontario makes no representation, assurance, warranty, or guarantee: (i) that any Provincially Funded Organizations will acquire products or services from or consider the products or services of the Supplier; or (ii) of the value or volume of products or services that may or will be ordered, if any, by any or all Provincially Funded Organizations.

(c) Ontario will not, in respect of any Provincially Funded Organization Agreement or any resulting or related relationships or agreements between the Supplier and any Provincially Funded Organization: (i) be or be deemed to be a party to, or a guarantor of any obligations or liability of any party under, any Provincially Funded Organization Agreements or any such relationships or agreements; or (ii) be responsible or liable to the Supplier or any third party for any costs, obligations, liabilities or covenants of the Provincially Funded Organization, and nothing in any agreement between the Supplier and any Provincially Funded Organization shall have the effect of imposing or resulting in the imposition of any costs, obligations, liabilities or covenants on Ontario.

(d) The Supplier shall not, in relation to or under any Provincially Funded Organization Agreement or under any resulting or related relationships or agreements between the Supplier and any Provincially Funded Organization, bring any Proceedings against Ontario or any of its Personnel or any Indemnified Party as a result of: (i) any act, error or omission of the parties to the Provincially Funded Organization Agreement; or (ii) any act, error or omission of Ontario or any of its Personnel.

(e) The Supplier is solely responsible for its own contract administration with each Provincially Funded Organization and shall not direct any issues that may arise with any Provincially Funded Organization to Ontario.

(f) For the purposes of any Provincially Funded Organization Agreement, the Supplier acknowledges that Provincially Funded Organizations have no power or authority to bind Ontario or to assume or create any obligation or responsibility, express or implied, on behalf of Ontario.

(g) Despite any provision in this Agreement to the contrary, the Supplier shall be responsible for any and all Losses suffered by any Indemnified Party arising out of or in connection with any Provincially Funded Organization Agreement or any breach by the Supplier of this Section 3.02 (Provincially Funded Organizations).

(4) **Disclosure of Information**

(a) Ontario may, from time to time and at its sole discretion, inform any or all Provincially Funded Organizations of: (i) the Supplier's status as a Supplier to the Ministry; (ii) the products and services of the Supplier that

are available to Ontario under this Master Agreement; and (iii) the Supplier's obligation under this Section 3.02(4) and under Section 3.02(1). In addition, Ontario and any OPS Entity may disclose, and the Supplier consents to the disclosure, to Provincially Funded Organizations of this Master Agreement or any part of it (including pricing), as amended. For the purposes of the disclosure under this Section 3.02(4), the Supplier agrees that neither this Master Agreement or any part of it is considered Supplier Confidential Information and no notice to or further consent of the Supplier is required prior to disclosure to any Provincially Funded Organization.

(b) If the Supplier is requested by a Provincially Funded Organization to do so, the Supplier shall provide to that Provincially Funded Organization the following documents and information: (i) the RFB and other related procurement documents that were publicly issued; and (ii) the Supplier's proposal in response to the RFB, but only to the extent that it does not include OPS Confidential Information.

(c) The Supplier agrees to provide to Ontario, at Ontario's request, data and information regarding Provincially Funded Organization access to and acquisition of products and services from the Supplier.

(d) The Supplier consents to Ontario receiving data and information from a Provincially Funded Organization of such Provincially Funded Organization's request for access to and acquisition of products and services from the Supplier.

3.03 **Notification by Supplier to Ministry**

During the Term, the Supplier shall advise the Ministry promptly of: (a) any contradictions, discrepancies or errors found or noted in the Master Agreement; (b) supplementary details, instructions or directions that do not correspond with those contained in the Master Agreement; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Master Agreement and Requirements of Law.

3.04 **Non-Exclusive Master Agreement**, **Work Volumes**

The Supplier acknowledges that it is providing the Deliverables to the Ministry on a non-exclusive basis. The Ministry makes no representation regarding the volume of goods and Deliverables required under the Master Agreement. The Ministry reserves the right to contract with other Parties for the same or similar goods and Deliverables as those provided by the Supplier and reserves the right to obtain the same or similar goods and Deliverables internally.

3.05 **Approvals, Authorizations etc.**

The Supplier shall, at its own expense, obtain all approvals, authorizations, consents, waivers and licences necessary for the performance of its obligations under the Master Agreement.

3.06 **Accessibility Requirements**

The Supplier's delivery of the Deliverables shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the Ontario *Human Rights Code (HRC) R.S.O. 1990, CHAPTER H.19,* the *Ontarians with Disabilities Act, S.O. 2001, CHAPTER 32,* and the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005 c. 11, any regulations made thereto and any direction from the Ministry.

ARTICLE 4 – PROVISION OF PRODUCTS

4.01 **Supply of Deliverables**

(a) The Supplier shall be able and willing to provide, and shall provide, all the Deliverables required under the Agreement to any location in the Province of Ontario as may be specified by the Ministry from time to time during the Term of the Agreement.

(b) The selection and decision to acquire specific Deliverables and the timing of any acquisition(s) shall be at the sole discretion of the Client.

4.02 **Supplier Unable or Unwilling to Provide Product or Services**

If the Supplier is unable or unwilling for any reason including, but not limited to, financial difficulties, to provide the Products or perform the related Services, then the Supplier shall require the Manufacturer(s) of the Eligible Equipment to comply with the provisions of the Agreement including the terms of the Manufacturer's Undertaking. For certainty, the Ministry shall have the right to choose, at its sole discretion, whether to acquire Products and Services at the current Rates established in accordance with the Agreement from a reseller designated by the Manufacturer for a period determined by the Ministry.

4.03 **Title to Eligible Equipment**

(a) **Rentals**- In respect of Eligible Equipment that is subject to a Rental Arrangement, the Eligible Equipment shall remain the sole and exclusive property of Supplier. The parties acknowledge that if the Eligible Equipment includes any Software, ownership of the Software may be held by some third party but Client's right to use such Software has been obtained by the Supplier. Client has the right to quiet possession and use of the Eligible Equipment subject to the terms of the Purchase Order. Client will, at its expense, keep the Eligible Equipment free and clear from all Encumbrances of any kind arising through Client, and Supplier will, at its expense, keep the Eligible Equipment free and clear of all Encumbrances arising through Supplier or any assignee or secured party except for those which are expressly subject and subordinate to the rights

of Client under the Rental Arrangement (including Client's right of quiet enjoyment).

(b) **Purchases** – In respect of a Purchase Arrangement, upon Acceptance of Eligible Equipment by the Client, the Client shall have the immediate and unrestricted right to use the Eligible Equipment, whereupon the Supplier shall transfer good and marketable title of the Eligible Equipment to the Client, or as it may direct, without any Encumbrance. The parties acknowledge that if the Eligible Equipment includes any Software, ownership of the Software may be held by some third party but Client's right to use such software has been obtained by the Supplier. In addition, the Client shall have the unrestricted right to use and copy any Documentation provided with the Eligible Equipment and may include any extracts therefrom in any documentation prepared by or for the Client.

4.04 **Delivery and Return of Products**

(a) The Supplier shall deliver all Products to the Client, FOB Destination – Freight Prepaid, regardless of the size of the order. FOB Destination shall include transportation from the Supplier's docking bay to the Client's receiving office location identified on the Purchase Order. No additional delivery costs will be payable by the Client for delivery of Products or returns to a specific location where the replacement is due to faulty or wrongly delivered components or items, or where Products returned within 30 days where not used or ordered in error.

(b) The Supplier shall issue Packing Slips which shall accompany all Products during shipment until delivery. Packing slips shall be placed in a waterproof envelope on the outside of the packaging or, if placed inside, the package shall be clearly marked or labeled "PACKING SLIP INSIDE". The Packing Slip shall include, but not be limited to, the following information:

Ship to address

- Packing slip number
- Invoice number
- Purchase Order date
- Purchase Order Number or Client reference number
- Item number (as it corresponds to the purchase order)
- Part number
- Description (including the Manufacturer (brand), model and serial number etc.)
- Quantity ordered
- Quantity back ordered (if permitted and applicable)
- Quantity shipped
- Date shipped
- Carrier
- Number of cartons/boxes

Should a third party be designated for delivery of Products (FOB destination), the Supplier shall still ensure that packing slips referencing the original purchase order are included.

(c) The Supplier shall deliver to the Client location identified in the Purchase Order, within the time frames identified in **Schedule C** (Services Specifications).

(d) The Supplier shall pre-arrange the date and time of all deliveries with a receiving-site representative at least twenty-four (24) hours prior to delivery, and shall co-ordinate directly with the Client regarding the status of each order, the delivery of the Products, the scheduling for removal of packaging and or pick up of empty cartridges, and any other information required by the Client or Supplier.

(e) The Supplier shall advise the Client at least three (3) Business Days in advance of the scheduled delivery date, if the delivery requirements will not be met.

(f) All components and items set out in a Purchase Order shall be delivered together (at the same dates and time) to the Client location. The Supplier shall ensure that items, under any Purchase which cannot be delivered in its entirety, will not be shipped without the written pre-authorized of the Client.

(g) All risk of loss or damage to any Product prior to acceptance by the Supplier shall be the responsibility of the Supplier.

4.05 **Order Confirmation and Delivery Tracking**

For each order, the Supplier shall provide order confirmation and delivery status tracking in accordance with **Schedule A** (Supplementary Provisions) and **Schedule C** (Services Specifications). Without limitation, an electronic order acknowledgement confirmation for any Purchase Order will be sent within one (1) Business Day from the receipt of the Purchase Order, with an estimated time of arrival. In addition, at any time upon request, the Supplier shall provide the Client with an order status report for any current period.

4.06 **Installation**

In accordance with the requirements set out in **Schedule A** (Supplementary Provisions) and **Schedule C** (Services Specifications), the Supplier shall be responsible for correct functioning of the Equipment at the installation site. Correction of any Discrepancies or problems found during the Equipment setup and testing at the Client's site will be the responsibility of the Supplier and will be made prior to Acceptance of the Equipment by the Client.

4.07 **Inspection**

(a) In addition to the Client's rights of Acceptance Testing as set out in **Article 5** above, the the Supplier shall furnish the Client with reasonable access to and, assistance in inspecting, any Product provided under the Master Agreement for the purpose of ascertaining that such Product is in compliance with the Minimum Specifications and Features.

(b) Inspection of any Products by the Client shall not in itself constitute acceptance of such Product, nor shall such inspection relieve the Supplier of any of its obligations to fulfil or comply with the terms of the Master Agreement. No breach

by the Supplier will be waived or deemed to have been waived by any inspection by the Client hereunder.

(c) Failure by the Client to inspect any Product or any part thereof shall not constitute a waiver of any of the rights of the Client hereunder. Inspection not followed by notice of breach shall not constitute a waiver of any breach nor shall it constitute an acknowledgement that there has been or will be compliance with the Master Agreement.

4.08 **Documentation**

(a) All Eligible Equipment shall be accompanied by all operator manuals and other Documentation (both in English and in French) reasonably required to enable proper and complete use of such Eligible Equipment.

(b) Operator manuals shall define and describe “how-to” for all functions, and shall include complete instructions for power, environmental or site preparation requirements, diagnostics and power-on self-tests, Software and hardware installation and configuration and packaging instructions for shipping or transportation. The Supplier shall ensure that technical reference manuals will be available to the Client for all Eligible Equipment upon request;

(c) Operator Manuals shall be made available online on a dedicated OPS web page as further described in **Schedule A** (Supplementary Provisions).

4.09 **Manufacturer Warranties**

(a) In respect of any Eligible Equipment that is subject to a Rental Arrangement, Supplier assigns to Client, for the Rental Arrangement Term, all of Supplier’s rights, but none of the Supplier’s obligations, under all Eligible Equipment warranties provided by any Manufacturer. In respect of any Eligible Equipment that is subject to a Purchase Arrangement, Supplier assigns to Client, without reservation, all of Supplier’s rights, but none of the Supplier’s obligations, under all Eligible Equipment warranties provided by any Manufacturer. Client shall have the right to take any action it deems appropriate to enforce such warranties.

(b) If the Supplier is the manufacturer of a Deliverable provided to a Client pursuant to the Master Agreement, in addition to any other rights and remedies of the Client set out in the Master Agreement, the Supplier shall ensure that the Client receives the full benefit of any warranties which the Supplier generally provides to its customers for that Deliverable.

(c) If the Supplier is not the OEM of the Eligible Equipment:

(i) The Supplier shall register with the OEM for warranty purposes all Eligible Equipment supplied to a Client.

(ii) The Client shall have the right to take any action it deems appropriate to enforce such warranties. In the event the Client is precluded from enforcing any such warranty in its name, the Supplier shall, upon the

Client's request, take such steps to enforce such warranty as Client may reasonably request.

(iii) The Client's rights under this **Paragraph (c)** of **Section 4.09** are in addition, and without limitation, to its rights and remedies under the Master Agreement or any other applicable service or warranty agreement with any other Person.

4.10 **Software Use Rights**

(a) The Supplier grants to the Client, with respect to any Software acquired or supplied pursuant to the Master Agreement, a perpetual, non-exclusive, irrevocable, fully paid up, royalty free, right and licence to do the following:

(i) to use and make copies of all or any portion of the Software in connection with the customary operations of the Ministry or the Clients, including the use and operation of the Eligible Equipment and related Services;

(ii) to make copies of all or any portion of the Software for back-up, contingency testing and disaster recovery purposes;

(iii) to install and configure the Software in any manner in accordance with the requirements of the Ministry in order to optimize the use of the Software to the extent reasonably permitted by the Software manufacturer; and

(iv) to permit the exercise of any such rights by any other Person, including agents, advisors, consultants, contractors and subcontractors providing any products or services, from time to time, to the OPS.

(b) The rights of the Client pursuant to **Paragraph (a)** above are subject to the following conditions or restrictions:

(i) the Client shall include on any copies of the Software all copyright notices, restricted rights legends, proprietary markings and the like substantially as they appear on the copy delivered by the Supplier to the Client;

(ii) the Client shall not rent, lease, sell, sub-license or assign the Software, except as otherwise provided for in the Master Agreement;

(iii) the Client shall not claim any property rights in the Software, including any related copyright, trademark, and patent rights therein, save and except for the right and licence specifically granted to the Ministry;

(iv) the Client shall not copy, modify or merge copies of the Software except as provided for in the Master Agreement;

(v) the Client shall not permit Eligible Equipment to access Services which require a device access license in excess of the number of device access licenses acquired, to the extent that such device access licenses

must be acquired in conjunction with the Services pursuant to the Schedules; and

(v) the Client shall not reverse engineer, de-compile or disassemble the Software.

(c) Despite the termination or expiration of the Master Agreement, all rights and licenses granted to the Ministry prior to the termination or expiration of the Master Agreement shall continue in full force and effect.

(d) If the Client is licensed to use any Software on any computer, server or Computer Complex, the Client may transfer the Software to any different computer, server or Computer Complex without any fee or other charges being due to the Supplier.

(e) If the Client is licensed to use any Software in conjunction with an operating system, the Client may use the Software in conjunction with any other operating system without any fee or other charge being due to the Supplier if the Software is certified to operate on that other operating system when that use commences, regardless whether the operating system was in existence or not in existence at the time the Software was originally licensed by the Client.

(f) The Supplier shall register Software supplied to a Client with the Software manufacturer and shall ensure the timely receipt of all updates, versions, bug fixes and enhancements to the Software, and shall advise the Client, in advance, of such updates, versions, bug fixes and enhancements through posting on the dedicated website established in accordance with **Section 22.06**.

(g) The applicable standard licensing terms of Software shall apply to the installation, configuration, reproduction and use of the Software by the Client, provided such terms and conditions are not inconsistent with the provisions of this Agreement and do not impose additional costs or liability upon the Ministry or the Client. To the extent such terms and conditions are inconsistent with the provisions of this Agreement or impose additional costs or liability upon the Ministry or Client ("Inconsistent Provisions"), then the Ministry/Client will not be bound by the Inconsistent Provisions, regardless of whether they are contained in or on any web site, click-wrap licence or agreement, browse wrap licence or agreement, web wrap licence or agreement, shrink-wrap licence or agreement, standard form licence or agreement or any other licence or agreement delivered with or contained in or on any Software or other Deliverables, or any other software licence or agreement, express or implied, and regardless of any notification to the contrary and regardless of any action taken or not taken by the Ministry or Client to indicate its acceptance of the Inconsistent Provisions as required under that web site, click-wrap licence or agreement, browse wrap licence or agreement, web wrap licence or agreement, shrink-wrap licence or agreement, standard form licence or agreement or any licence or agreement delivered with or contained in or on any Software or other Deliverables, or any other software licence or agreement.

4.11 Confirmation of Supply

At the Request of the Ministry from time to time, the Supplier shall provide written confirmation from third party suppliers that the Supplier has agreements with such third parties for the supply of the Deliverables, with adequate rights to provide the Deliverables (in particular, the Eligible Equipment and Software) to the Ministry under this Agreement.

4.12 Return of Equipment

(a) Upon expiration or other termination of a Rental Arrangement, Supplier will at its own expense upon prior notice to Client take possession of the Equipment that is subject to the Rental Arrangement, during the Client's regular business hours, and in compliance with the terms of this Agreement or the Client's security requirements, whichever are higher. Such security requirements must, at a minimum require the Supplier to wipe clean all Equipment hard drives or other data storage devices.

(b) All Equipment returned to Supplier under a Rental Arrangement shall be in the condition in which the Equipment was required to be maintained by Client under the Rental Arrangement.

4.13 Sublease or Assignment by Client

In respect of Equipment that is subject to a Rental Arrangement, the Client may, on sixty (60) days prior written notice to the Supplier, sublease the Equipment, or assign its interest in any or all Equipment or Rental Arrangements to any other Ministry, OPS Entity, Provincially Funded Organization or to a non-governmental entity where such assignment is necessitated by outsourcing, privatization, partnering or similar activity without the consent of the Supplier. No such Sublease or Assignment shall relieve the Client of its obligations under the Rental Arrangement in whole or in part. Supplier acknowledges and agrees that Client, or its Sublessee or Assignee shall continue to remit all payments due under any Purchase Order directly to Supplier.

ARTICLE 5 – ACCEPTANCE TESTING

5.01 Acceptance Testing

Prior to the ordering or acceptance of Deliverables (including, without limitation Eligible Equipment and Software) by the Ministry**,** the Ministry may, at its discretion, conduct acceptance testing ("Acceptance Testing") in order to determine whether the particular Deliverables:

a) Is fully functional and performs in accordance with applicable technical specifications and requirements as set out in this Master Agreement.

b) Is compatible with Client's existing equipment and other proposed equipment in a forward environment.

c) Is compatible with the software used by the Client (office suite(s), applications and management tools).

d) Is compatible with the Client's technology environment; and

e) Adheres to configuration requirements.

5.02 **Provision of Equipment for Testing**

The Supplier shall provide, for a period of no less than ninety (90) days , one (1) unit of the Eligible Equipment so that the Ministry or Client may conduct Acceptance Testing in its own environment. The provision of the Eligible Equipment for Acceptance Testing shall be at no cost to the Ministry or Client, including without limitation no cost for delivery, installation and removal.

5.03 **Certification of Acceptance, and Notices of Deficiencies**

As soon as practicable after completion of the Acceptance Testing period the Ministry or Client shall either:

(a) notify the Supplier in writing that the applicable Acceptance Testing has been successfully completed, or

(b) notify the Supplier that the Acceptance Testing has not been successful, and provide the Supplier with a list of any Deficiencies made apparent to the Ministry or Client by the Acceptance Testing.

Acceptance of all or any part of the Deliverables will only occur until the Ministry or Client notifies the Supplier in writing that the applicable Acceptance Testing has been successfully completed.

5.04 **Corrections**

As promptly as possible, but not later than twenty (20) Business Days following the date of receipt by the Supplier of any such notice of Deficiencies, the Supplier shall correct the Deficiencies identified in such notice at the Supplier's expense and notify the Ministry in writing that such corrections have been completed.

Upon receipt of such notice by the Ministry, the Acceptance Testing shall be repeated in accordance with this **Article 5** and so on from time to time until either the Acceptance Testing is successfully completed or the Ministry gives written notice to the Supplier of the Ministry's exercise of its options under **Section 5.05** (Unacceptable Deliverables).

5.05 **Unacceptable Deliverables**

If all or any part of the Deliverables are not accepted by the Ministry after the second or any subsequent Acceptance Testing, the Ministry may, at its option, exercisable by written notice to the Supplier within thirty (30) Business Days of the end of Acceptance Testing period:

(a) continue with the test procedures as contemplated above for another Acceptance Testing period of equal duration;

(b) reject the Deliverable, and if a Purchase Order has been issued cancel the Purchase Order in whole or in part by notice in writing to the Supplier; or

(c) permit the Supplier to replace the Deliverables with a substitute that, in the sole discretion of the Ministry, is functionally equivalent or superior to the replaced Deliverables.

If the Ministry opts for **Paragraph (a)** above, then after that additional Acceptance Testing period the Ministry may, at its option, exercisable by written notice to the Supplier within thirty (30) Business Days of the end of additional Acceptance Testing period, opt for any of the three (3) options above.

ARTICLE 6 – EQUIPMENT SUBSTITUTION

6.01 Substitutions

The Supplier shall not substitute other products or components for the Eligible Equipment or components thereof specified in **Schedule B** (Eligible Equipment and Rates), without first obtaining the written approval of the Ministry. Substitution by the Supplier without such approval shall constitute a default under **Sections 26.01** and **26.02** of this Master Agreement.

6.02 Substitute Equipment

In the event that the Supplier wishes to substitute other equipment ("Substitute Equipment") for any existing Eligible Equipment itemized in **Schedule B** (Eligible Equipment and Rates), the Supplier shall provide ninety (90) days written notice to the Ministry Representative, together with all information and attachments set out in **Schedule H** (Substitution Request Form). Any request for substitution must comply with the following conditions:

(a) the proposed Substitute Equipment must be equipment that was not available for offer or testing on the proposal submission deadline of the RFB;

(b) the proposed Substitute Equipment must successfully complete Acceptance Testing in accordance with **Article 5** above;

(c) the proposed Substitute Equipment must meet or exceed the Minimum Specification(s) and Features of the Sub-Category into which it is being substituted;

(d) the Rate for the proposed Substitute Equipment must be equal to, or lower than, the Rate for the Eligible Equipment it is intended to replace; and

(e) the Rates for Services applicable to the proposed Substitute Equipment must not exceed the Services Rates for the Eligible Equipment it is intended to replace.

6.03 Same Terms and Conditions

Should the Ministry approve Substitute Equipment, the provision and servicing of such Substitute Equipment by the Supplier shall be subject to the same terms and conditions as were applicable to the Eligible Equipment which it has replaced.

6.04 **Alternate Substitute Equipment**

Acceptance or rejection of proposed Substitute Equipment shall be at the sole discretion of the Ministry. Should the Ministry reject the proposed Substitution Equipment, the Supplier shall continue to provide the Eligible Equipment specified in **Schedule B** (Eligible Equipment and Rates) until such time as alternate Substitute Equipment has been approved by the Ministry.

6.05 **GAPS**

If, for any reason, the Supplier is unable to supply Eligible Equipment in a Subcategory, the Supplier must make available as Substitute Equipment the next higher-up model in that Subcategory until the Eligible Equipment is again available for purchase by Clients. In such circumstances, the following conditions shall apply:

(a) if requested by the Ministry, the proposed Substitute Equipment must successfully complete Acceptance Testing in accordance with **Article 5** above.

(b) the proposed Substitute Equipment must meet or exceed the base specification(s) of the Subcategory into which it is being substituted;

(c) the Rate for the proposed Substitute Equipment must be equal to, or lower than, the Rate for the Eligible Equipment it is intended to replace;

(d) the Rates for Services applicable to the proposed Substitute Equipment must not exceed the Rates for Services applicable to the Eligible Equipment which the proposed Substitute Equipment is intended to replace; and

For avoidance of uncertainty, should any of the Eligible Equipment be unavailable from the Supplier, the Ministry and Clients continue to reserve the right to procure the Eligible Equipment or alternative equipment from sources other than the Supplier.

ARTICLE 7 – SERVICES AND SERVICE LEVELS

7.01 **General**

The Supplier shall provide the Services in accordance with the terms of the Agreement and pursuant to the relevant Purchase Order received from the Client.

7.02 **Service Levels and Performance Measures**

(a) The Supplier acknowledges the critical importance to the Ministry and Clients of the timely performance and completion of the Services. Accordingly, the Supplier agrees to provide the Services in compliance with the Service Levels described in **Schedule A** (Supplementary Provisions) and **Schedule C** (Services Specifications). If the Supplier fails to comply with a Service Level, the Supplier shall remedy such non-compliance immediately following when the Supplier became aware or ought to have become aware of the non-compliance.

(b) In addition to the other rights and remedies available to the Ministry under this Master Agreement, should the Supplier fail to comply with any of the Service Levels, the Ministry shall have the right to exercise the remedies set out **Schedule E** (Performance Measures and Remedies). Where such remedies include the reduction, crediting or reimbursement of any funds paid or payable by the Ministry, the Supplier acknowledges and agrees that such reduction, crediting or reimbursement represents a reasonable estimate of the diminished value of the Deliverables to the Ministry, and shall not be construed as a penalty.

7.03 Failure to meet the timelines specified in the Service Levels for Warranty Services upon three (3) occasions within a period of six (6) months shall, at the Client's option, be cause for immediate termination of the Purchase Order by Client under which the Warranty Services are being received, with no further financial or other obligation on the part of the Client. In addition, the Supplier shall refund to the Client the unused portion of any prepayments which have been made by the Client for such Services.

7.04 During the Performance Warranty Period, and for the continuance of Warranty Services:

(a) The Eligible Equipment shall perform to its specifications and be available for the Client's use for at least ninety-five percent (95%) of the Business Hours over every one (1) month period.

(b) The number of incidents of the Eligible Equipment not being available for the Client's use shall not exceed three (3) over any one (1) month period.

(c) Eligible Equipment shall not be subject to a recurring malfunction more than three (3) times.

(d) Should the following occur:

(i) Eligible Equipment fail to perform in accordance with Paragraph (a) above for two (2) consecutive months;
(ii) The number of incidents of the Eligible Equipment not being available for the Client's use, contrary to Paragraph (b) above, exceed (3) over a one (1) month period for two (2) consecutive months; or
(iii) A malfunction reoccur after three (3) consecutive attempts to repair, contrary to Paragraph (c) above,

then the Client may, at its sole discretion, invoke either or both of the following remedies:

(iv) the Client may require the Supplier immediately to replace the Eligible Equipment with Like Equipment at no additional cost to Client. The Like Equipment shall be installed and operating to the Client's satisfaction prior to removal of the malfunctioning Equipment; and

(v) the Client may terminate the relevant Purchase Order under which the Supplier is providing Warranty Services, with no further financial or other obligation on the part of the Client, and the Supplier will refund the unused portion of any prepayments which have been made by the Client for such Services.

ARTICLE 8– PERSONNEL

8.01 Level and Quality of Staffing

The Supplier shall provide and dedicate the level and quality of staffing, management and physical and Personnel resources necessary to ensure the successful and timely completion of the Deliverables. The Supplier shall assign Personnel of appropriate qualifications and experience to perform and fulfill its obligations under the Master Agreement.

8.02 Required Replacement of Personnel

The Supplier shall replace, without unreasonable delay and at no cost to the Ministry, any member of the Personnel whom the Client, acting reasonably, considers lacking the necessary competence or with whom the Ministry, acting reasonably, finds it manifestly difficult to collaborate. The Supplier shall replace any of its Personnel who commits any breach involving any human rights legislation, or breaches any of the Ministry's written policies.

8.03 Performance by Designated Personnel

The Supplier agrees that to the extent that Personnel are named in the Proposal, or otherwise designated by the Supplier, as being responsible for specific duties and responsibilities in the provision of the Deliverables ("Designated Personnel"), only those individuals shall perform those duties and responsibilities under the Master Agreement. The Supplier shall not replace or substitute any of the Designated Personnel without the prior written approval of the Ministry, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the Designated Personnel, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Master Agreement. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Master Agreement.

8.04 Minimization of Changes to Personnel

The Supplier shall use all reasonable endeavours to minimize the possibility of changes in the Personnel assigned to perform the Supplier's obligations under the Master Agreement, and in particular the Designated Personnel.

8.05 OPS Workplace and Discrimination and Harassment Policy

The Supplier shall provide training on the provisions of the OPS Workplace Discrimination and Harassment Policy to any of the Supplier's Personnel who work on OPS premises, and shall ensure their compliance with the Policy.

ARTICLE 9– CHANGE PROCESS

9.01 Change Requests

The Ministry may initiate any changes to the Deliverables ("Change") not otherwise contemplated in the Master Agreement by delivering to the Supplier a request for Change (a "Change Request") requiring the Supplier to prepare a written response containing the information set out in **Section 9.02** (a "Change Proposal").

9.02 **Change Proposals**

The Supplier shall, at its own cost, deliver to the Ministry the Change Proposal as soon as reasonable practicable, but no later than thirty (30) days after the date of delivery of the Change Request. The Change Proposal shall specify the effect on any provision of the Master Agreement, and where the Change will increase the price of any Deliverable(s), the Change Proposal shall include:

(a) a list and description of each item comprising the Change,

(b) the estimated cost of each item;

(c) the Personnel required and a detailed explanation as to why such Personnel is required;

(d) the total time required for each Personnel to complete the Change ;

(e) the applicable Rate and/or cost for each Personnel;

(f) the total time required to complete the Change; and

(g) the total cost to the Ministry.

Where the Change will reduce the price of any of the Deliverables, the Proposal shall itemize such the reduction. The Change Proposal shall remain valid for a period of sixty (60) days from the date of receipt by the Ministry. If the Supplier is unable to comply with the Change Request, it shall provide reasons for such non-compliance in the Change Proposal.

9.03 **Compliance with Change Requests**

The Supplier shall comply with any Change Request, provided the Change is:

(a) within the general scope of the Deliverables and does not constitute unrelated work; and

(b) technically practicable, taking into account the state of the Deliverables and the technical compatibility of the Change envisaged with the nature of the Deliverables.

9.04 **Pricing for Purchase Ordered Changes**

Where the Rates in effect at the time of the Change Request:

(a) include pricing for the particular type of products or services contemplated in the Change Request, the Supplier shall provide those products or services at prices consistent with those Rates; or

(b) are silent to the applicable price for the particular products or services contemplated in the change request, the price shall be subject to negotiation between the Ministry and the Supplier within a reasonable period of time.

9.05 **Change Orders – Acceptance of a Change Proposal**

(a) If the Ministry agrees to a Change Proposal, it shall issue a written order to the Supplier (a "Change Order") and the Supplier shall immediately proceed to effect the Changes required by the Change Order.

(b) Performance of the Change Order shall be in accordance with the terms and conditions of the Master Agreement. The Change shall be completed within the time limits approved by the Ministry and the total cost to the Ministry for any approved Change shall not exceed the total cost approved by the Ministry.

(c) At any time prior to the issuance of a Change Order, the Ministry may reject the Change Proposal, and the Supplier shall not be entitled to any costs, expenses or damages incurred by it in the preparation of the Change Proposal or the discussions with the Ministry about the Change Proposal.

(d) Notwithstanding any other provision of this **Article 9**, no Change shall be effective or shall be carried out by the Supplier in the absence of a Change Order.

ARTICLE 10 – PAYMENT AND AUDIT

10.01 **Rates**

(a) Payment According to Rates

The Client shall, subject to the Supplier's compliance with the provisions of the Master Agreement and the relevant Purchase Order, pay the Supplier for the Deliverables provided at the Rates established under the Master Agreement.

(b) Rates Inclusive

For avoidance of uncertainty, the Rate for any Eligible Equipment, as set out in Schedule B (Eligible Equipment and Rates), shall be inclusive of the following:

(i) any Software that is a component of, and/or integral to the operation of the Eligible Equipment;

(ii) any standard original manufacturer's warranty, or other warranty requirements specified in the Master Agreement;

(iii) any Documentation to be provided with the Eligible Equipment;

(iv) transportation and delivery costs to the relevant Client site, and such other included goods or services as described in Schedule C (Services Specifications).

10.02 **Billing Statements**

(a) The Supplier shall provide the Client with a monthly billing statement, no later than ten (10) Business Days after the end of each month that any amount is claimed to be owing by the Client in respect of Products and Services purchased by the Client during the relevant month.

(b) The billing statement shall include such accurate and sufficient details as to permit the Client to verify the charges related to the Products and Services supplied, including verifying that the correct pricing was applied by the Supplier. The minimum level of detail required for invoices shall include but not be limited to:

- Statement number
- Purchase Order date
- Customer name
- Customer delivery address
- Customer Purchase Order number or reference number
- Complete description of the Products supplied including:
  - Product type
  - Model number
  - Serial number
  - Quantity
  - Net unit price per item
  - Extended net prices
- All correct tax information
- Statement date
- Invoice to and ship to location information.

The Client, upon notice to the Supplier, may require the Supplier to include additional information, itemization and detail in the billing statements.

(c) The Client shall, within ten (10) days of receipt of a billing statement, approve, amend or reject the amount for payment. The Client shall advise the Supplier promptly in writing of amendments required to the billing statement or indicate why it is not satisfactory, whereupon the Supplier shall make any amendments or corrections to the billing statement within five (5) Business Days.

(d) Each billing statement must be approved by the Client before any payment is released to Supplier. Except where agreed to expressly by Client, approved billing statements are payable on a net 30-day basis from the date of receipt of invoice by Client. Payment may be made by way of electronic funds transfer, cheque or Procurement Card, at the Client's choice

(e) The Supplier shall conduct a quality assurance check to ensure the billing statement is supported by an appropriate Purchase Order and signed delivery note prior to issuance of the billing statement.

(f) The Supplier shall ensure there is a proof of delivery (such as a signed waybill or other means acceptable to the Client) for every shipment for audit purposes in case of discrepancies and upon request provide a copy to Client within ten (10) Business Days.

(g) The Supplier shall provide each Client with the name, telephone number and email address of a responsible contact person with whom the Client can communicate regarding any billing issue via telephone and email.

(h) Upon request, the Supplier shall provide a consolidated billing which shall be sent at the same time, on a monthly or quarterly basis, to the appropriate Client's Accounts Payable Department or as otherwise instructed by the Client.

10.03 **Holdback or Set Off**

The Client reserves the right to hold back or set off a part or the whole of any payment if, in the opinion of the Client, the Supplier has failed to comply with the requirements of this Master Agreement or any Purchase Order.

10.04 **Interest**

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the pre-judgment interest rate established under section 1210(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C45, in effect on the date that the payment went into arrears.

10.05 **Payment and Collection of Taxes and Duties**

The Supplier shall pay or charge and remit, as required, all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Master Agreement.

10.06 **Procurement Card**

OPS Clients may make payments under the Master Agreement by way of Procurement Card and the Supplier shall accept and process any such payments in accordance with Procurement Card Protocols. The Supplier shall, when orders are processed through the Procurement Card, submit to the particular Client such backup documentation as the Client may require.

10.07 **Modification of Payment Terms**

The Ministry and the Supplier may agree in writing to alter or modify any payment processes described in this Master Agreement. A Client and the Supplier may agree in writing to alter or modify any payment processes described in this Master Agreement with respect to acquisitions made pursuant to a Purchase Order.

10.08 **Downward Price Reductions**

(a) The Supplier may request to revise downward the current Rate(s) for each unit of

the Products or Services subject to the following restrictions:

(i) Purchase Orders for downward maximum Rate revision will only be considered by the Ministry when submitted to the Ministry Representative in writing and no more often than once a month.

(ii) All submitted requests for proposed revisions must be sent to the Ministry Representative during the first 10 (ten) Business Days during a calendar month.

(b) The Ministry reserves the right to accept or reject any proposed Rate revision, and no Rate revision will come into effect until formally authorized by Ministry Representative in writing. Any downward price reduction that is approved by the Ministry will become the maximum Rate payable by Clients under the Master Agreement. Once a Rate has been reduced it cannot be increased for the remainder of the term or extension of the Master Agreement unless there is substitution of the Eligible Equipment in accordance with **Article 6** (Equipment Substitution), in which case the price may be increased up to the pre-existing Rate.

(c) Should the Supplier choose to reduce the Rates for that particular Eligible Equipment, the reduced Rate(s) will be in effect for all Clients so that the Supplier will be obligated to extend the reduced Rate to any other Client.

(d) Rate reduction shall not apply retroactively to any Warranty Services arrangements entered into prior to the date of the Ministry approved Rate Reduction.

10.09 **Document Retention and Audit**

For seven (7) years after the Expiry Date or any date of termination of this Master Agreement, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under this Master Agreement and (b) that the Deliverables were provided in accordance with this Master Agreement and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist the Ministry in conducting audits of the operations of the Supplier to verify (a) and (b) above. The Ministry shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit.

ARTICLE 11 – INTELLECTUAL PROPERTY

11.01 **Ministry Intellectual Property and Assets**

The Supplier agrees that all Intellectual Property Rights and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data), provided by the OPS to the Supplier shall remain the sole property of Her Majesty the Queen in right of Ontario at all times.

11.02 **No Use of Ontario Government Insignia**

In accordance with **Section 17.01**, the Supplier shall not use any trade-mark, official

mark, insignia or logo of Her Majesty the Queen in right of Ontario except where required to provide the Deliverables and only if it has received the prior written permission of the Ministry to do so.

11.03 **Ownership of Newly Created Intellectual Property**

The Ministry shall be the sole owner of any Newly Created Intellectual Property including, but not limited to, any document in written hard copy or electronic form such as any study, log, analysis, report, certification, record, or documentation provided or arising in connection with any consulting, professional or expert services or similar item. The Supplier irrevocably assigns to and in favour of the Ministry and the Ministry accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Ministry all Moral Rights including rights of integrity and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the OPS a licence to use that Supplier's Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the OPS.

11.04 **Presumption Governing Ownership**

The presumption governing the Master Agreement shall be that the Ministry shall be the sole owner of any Intellectual Property Rights in any form contained in any of the Newly Created Deliverables.

11.05 **Ownership of Supplier's Intellectual Property**

The Ministry agrees that the Intellectual Property Rights in the Supplier's Intellectual Property shall, as between the Ministry and the Supplier, be owned by the Supplier and its licensors.

11.06 **Supplier's Grant of Licence**

Except as otherwise provided in Section 4.10 (Software Use Rights), for those parts of the Deliverables that are Supplier's Intellectual Property (except Software), the Supplier grants to the OPS, including each Client, a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the OPS.

11.07 **No Restrictive Material in Deliverables**

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the OPS, including each Client, to modify, further develop or otherwise use the Deliverables in any way that the OPS deems necessary, or that would prevent the OPS from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

11.08 **Supplier Representation and Warranty Regarding Third-Party Intellectual Property**

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained the rights and licenses as may be reasonably required so as to permit the Ministry or any Client to use the Deliverables for purposes relating to this Master Agreement and/or the Purchase Order, and that it has obtained assurances with respect to any Third-Party Intellectual Property that any rights of integrity or any other Moral Rights associated therewith have been waived.

11.09 **Assurances Regarding Moral Rights**

At the request of the Ministry, at any time or from time to time, the Supplier shall execute and agrees to cause the Supplier's Personnel to execute an irrevocable written waiver of any Moral Rights or other rights of integrity in the applicable Deliverable(s) in favour of the Ministry, such waiver to be in the form acceptable to the Ministry, and which waiver may be invoked without restriction by any person authorized by the Ministry to use the Deliverables. The Supplier shall deliver such written waiver(s) to the Ministry within 10 Business Days of the receipt of the request from the Ministry.

11.10 **Copyright Notice**

The Supplier shall place a copyright notice on all recorded Deliverables it provides to the Ministry under the Agreement in the following form:
"© Queen's Printer for Ontario, [*insert year]"

11.11 **Further Assurances Regarding Copyright**

At the request of the Ministry, at any time or from time to time, the Supplier shall execute and agrees to cause the Supplier's Personnel to execute a written assignment of copyright in the applicable Deliverable(s) to the Ministry in a form acceptable to the Ministry. The Supplier shall deliver such written assignment(s) to the Ministry within 10 Business Days of the receipt of the request from the Ministry. The Supplier shall assist the Ministry in preparing any Canadian copyright registration that the Ministry considers appropriate. The Supplier will obtain or execute any other document reasonably required by the Ministry to protect the Intellectual Property Rights of the Ministry.

11.12 **Ministry May Prescribe Further Compliance**

The Ministry reserves the right to prescribe the specific manner in which the Supplier shall perform its obligations relating to this Article.

ARTICLE 12 – REPRESENTATIONS & WARRANTIES – GENERAL

12.01 The Supplier represents and warrants that:

(a) it has the full right, power and authority to enter into and carry out the Master Agreement and each Purchase Order and has been and is on the Effective Date duly authorized by all necessary and appropriate corporate or other action to execute the Master Agreement; and there is no agreement with any other person

which would in any way interfere with the rights of the Ministry under the Master Agreement or any Purchase Order;

(b) The Supplier is the manufacturer of the Products or is an authorized distributor or reseller of the Products and an authorized service provider of the Services.

(c) in the provision of the Deliverables the Supplier shall comply with the Requirements of Law;

(d) there are no pending or threatened claims, actions or proceedings regarding the ownership or use of the Deliverables;

(e) the Deliverables shall be free and clear of Encumbrances at all times during the Term, and the Ministry and Clients shall be entitled to use and enjoy the Deliverables without disturbance, subject to the obligations of the Ministry hereunder;

(f) it has all the rights necessary to freely provide the Deliverables to the Ministry and Clients, and for the Ministry and Clients to use and enjoy the same without interference, and the consent of no other person, firm or corporation is required;

(g) all Services shall be performed fully and diligently in a professional and competent manner by Persons qualified and skilled in their occupations and furthermore all Deliverables will be provided in accordance with (i) the Master Agreement; (ii) Industry Standards; and (iii) Requirements of Law;

(h) during the applicable Performance Warranty Period, and for so long as the Eligible Equipment remains covered by Warranty Services, each component of the Products provided to a Client pursuant to the Master Agreement shall conform to, and function in accordance with, (i) all applicable Minimum Specifications and Features and Documentation, and (ii) Industry Standards to the extent such standards are not inconsistent with the provisions of the Master Agreement; and shall be free from any and all Deficiencies in material, workmanship and performance.

(i) during the applicable Performance Warranty Period, and for so long as the Eligible Equipment remains covered by Warranty Services, should any of the Eligible Equipment or Software experience a Deficiency, the Supplier shall (i) without additional cost to the Client, immediately or within such time specified in the Schedules, remedy the Deficiency or (ii) compensate the Client within thirty (30) days for the damages incurred due to the untimely remedy of the Deficiency. In addition, for the first one hundred and twenty (120) days of the Performance Warranty Period, at the option of the Client, the Client may return the defective Eligible Equipment or Software, and the Supplier shall refund to the Client all amounts paid with respect to all items which have been returned.

(j) the Supplier shall assign to the Client the benefit of any manufacturers' warranties which it receives with respect to the Deliverables, and shall enforce the warranties on behalf of the Client, in accordance with Section 4.09 as applicable;

(k) all the features and functions of the Products provided hereunder shall be maintained and supported to the Minimum Specifications and Features, during the period that the Supplier provides Warranty Services;

(l) the Software shall be in the most current version generally available at the time of delivery, and shall not contain any Harmful Code;

(m) the Documentation supplied with the Deliverables shall contain a complete and accurate description thereof, shall be a complete and accurate guide to the operation of the Deliverables, and shall be updated from time to time during the period that the Supplier provides Warranty Services so as to remain complete and accurate and reflect all changes made to the Products during that period;

(n) During the Performance Warranty Period, and for so long as the Eligible Equipment remains covered by Warranty Services, the Software will operate in connection with each computer, Computer Complex, central processing unit and operating system, and all other hardware and software identified in the Master Agreement, Documentation or applicable Purchase Order; and

(o) During the Performance Warranty Period, and for so long as the Eligible Equipment remains covered by Warranty Services, the Supplier will provide the Ministry with every update, version, bug fix and enhancement to the Software that has been made generally available to its other customers.

12.02 Any performance warranties set out in **Section 12.01** shall not apply to modifications to the Eligible Equipment or Software made by the Ministry or Client without the Supplier's authorization.

ARTICLE 13 – REPRESENTATIONS & WARRANTIES – INTELLECTUAL PROPERTY

13.01 The Supplier represents, warrants and covenants that to the best of the Supplier's knowledge:

(a) the Deliverables do not infringe, or induce the infringement of, any Third-Party Intellectual Property Rights; and

(b) the Supplier has obtained or will obtain all necessary rights to grant to the Ministry and Clients the rights, licences and permissions set out in the Master Agreement and the Purchase Orders**.**

13.02 If any component of the Deliverables is determined to constitute an infringement of the rights of a third party, whether in a Proceeding or otherwise, the Supplier shall forthwith and at its own expense

(a) lawfully secure for the Ministry and Clients the right to use that component; or

(b) replace the infringing component with functionally equivalent non-infringing material; or

(c) modify the infringing component so that it no longer infringes.

13.03 If none of the foregoing alternatives is reasonably available to the Supplier and practicable for the Ministry or Client, then the Ministry may terminate the Master Agreement or the Client may terminate the applicable Purchase Order with respect to the affected Deliverable(s) and the Supplier will refund to the Ministry or Client all amounts paid with respect to the terminated Deliverable(s). In addition, the Ministry or Client shall have the right to seek damages and any other remedy available under the Master Agreement or otherwise available at law or in equity by reason of the termination.

14.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

14.01 Confidentiality and Privacy Indemnification

Despite the limitations of liability set out in this Article, the Supplier shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted arising out of or in connection with a breach by the Supplier of its obligations under Articles 16, 17 and 18 (Privacy and Confidentiality).

14.02 Intellectual Property Rights Indemnity

Despite the limitations of liability set out in this Article, the Supplier shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted arising out of or in connection with any actual or possible unauthorized use, infringement, inducement of infringement or violation of any Intellectual Property Rights that arises from or is alleged to arise from:

(a) the provision/delivery of the Deliverables by the Supplier or the Supplier's Personnel;

(c) the exercise by any Indemnified Parties of any rights or licences under the Agreement; or

(d) the use or disposal by any Indemnified Parties of anything supplied by the Supplier or the Supplier's Personnel as a result of the Master Agreement.

14.03 Supplier Not Liable

The Supplier shall not have any liability to the Indemnified Parties under **Section 14.02** (Intellectual Property Rights Indemnity) to the extent that any infringement, inducement of infringement or violation of any Intellectual Property Rights is caused by further development or modification made by the Client to the Deliverables.

14.04 Other Indemnification

Except for any liability arising pursuant to any indemnity in the Master Agreement for infringement, inducement of infringement, or misappropriation of Intellectual Property Rights or infringement of any Moral Rights, breach of confidentiality or breach of privacy obligations, the Supplier shall, subject to the limitation of liability in **Section 14.08** (Supplier's Liability for Damages) indemnify and hold harmless the Indemnified Parties

from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by the Supplier, its Subcontractors or the Supplier's Personnel in the course of the performance of the Supplier's obligations under the Agreement or otherwise in connection the Agreement.

14.05 **Notice**

The Ministry shall notify the Supplier in writing of the commencement of any Proceeding referred to in Sections 14.01 (Confidentiality and Privacy Indemnification), 14.02 (Intellectual Property Rights Indemnity) or 14.04 (Other Indemnification).

14.06 **Defence**

The Supplier shall, at its expense, to the extent requested by the Attorney General of Ontario, participate in or conduct the defence of any Proceedings against any Indemnified Parties referred to in Sections 14.01 (Confidentiality and Privacy Indemnification), 14.02 (Intellectual Property Rights Indemnity) or 14.04 (Other Indemnification) and any negotiations for their settlement. The Ministry may elect to participate in or conduct the defence of any such Proceedings by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of the Ministry under the Master Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. No settlement shall be entered into by the Supplier unless it has obtained the prior written approval of the Attorney General of Ontario. If the Supplier is requested by the Attorney General of Ontario to participate in or conduct the defence of any such Proceedings, the Ministry agrees to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Ministry conducts the defence of any such Proceedings, the Supplier agrees to co-operate with and assist the Ministry to the fullest extent possible in the Proceedings and any related settlement negotiations.

14.07 **Categories of Damages**

For the purposes of this Article, direct damages are those damages that fall within the scope of subsection (a) or (b) below, or both:

(a) damages that arise naturally from breach of the Master Agreement itself or that are reasonably contemplated at the time the parties enter into the Master Agreement as being the probable consequences of breach of the Master Agreement, but exclude those damages that, in order to be reasonably contemplated, require knowledge of special circumstances, which are not known to both parties at the time the parties enter into the Master Agreement;

(b) damages that are reasonably foreseeable as being the probable consequences of a tort that falls within the scope of the Master Agreement, subject to any express limitation or negation of the tort duty, or of the right to sue in tort, set out in the Master Agreement.

For the purposes of this Article, all damages of any type whatsoever that fall within the scope of the Master Agreement, which are not direct damages, are categorized as

indirect damages.

14.08 **Supplier's Liability for Damages**

Subject to Section 14.09 (Property Damage, Bodily Injury (Including Death) or Personal Injury (Supplier's Liability)) and Section 14.10 (Exception (Supplier's Liability)), if circumstances arise where the Ministry/Client is entitled to recover from the Supplier damages arising in the course of the performance of the Supplier's obligations under the Master Agreement or arising otherwise in connection with the Master Agreement, the Supplier's aggregate liability to the Ministry/Client for direct damages shall not exceed the greater of:

(a) the amount payable by the Ministry/Client under the Master Agreement; or

(b) $2,000,000.

Subject to Section 14.09 (Property Damage, Bodily Injury (Including Death) or Personal Injury) and Section 14.10 (Exception (Supplier's Liability)), the Supplier shall have no liability for indirect damages in respect of the Master Agreement.

14.09 **Property Damage, Bodily Injury (Including Death) or Personal Injury (Supplier's Liability)**

The limitations of liability in Section 14.08 (Supplier's Liability for Damages) shall not apply in respect of damages for any property damage, bodily injury (including death) or personal injury.

14.10 **Exception (Supplier's Liability)**

The limitation of liability in Section 14.08 (Supplier's Liability for Damages) shall not apply where the Ministry/Client would be entitled to recover from the Supplier under: (a) any express exceptions in the Master Agreement to Section 14.08 (Supplier's Liability for Damages); or (b) any indemnity in the Master Agreement for infringement, inducement of infringement, or misappropriation of Intellectual Property Rights or infringement of any Moral Rights, breach of confidentiality or breach of privacy obligations.

14.11 **Ministry's/Client's Liability for Damages**

Subject to Section 14.12 (Property Damage, Bodily Injury (including Death) or Personal Injury (Ministry's/Client's Liability) and subject to Section 14.13 (Exception (Ministry's/Client's Liability), if circumstances arise where the Supplier is entitled to recover damages from the Ministry/Client, the Ministry's/Client's aggregate liability to the Supplier for direct damages shall be the greater of:

(a) the amount payable by the Ministry/Client under the Agreement; or

(b) $2,000,000.

Subject to Section 14.12 (Property Damage, Bodily Injury (Including Death) or Personal Injury) and Section 14.13 (Exception), the Ministry/Client shall have no liability for indirect damages in respect of the Agreement.

14.12 **Property Damage, Bodily Injury (Including Death) or Personal Injury (Ministry's/Client's Liability)**

The limitations of liability in Section 14.11 (Ministry's/Client's Liability for Damages) shall not apply in respect of damages for any property damage, bodily injury (including death) or personal injury.

14.13 **Exception (Ministry's/Client's Liability)**

The limitation of liability in Section 14.11 (Ministry's/Client's Liability for Damages) shall not apply where the Supplier would be entitled to recover from the Ministry or Client under: (a) any express exceptions in the Agreement to Section 14.11 (Ministry's/Client's Liability for Damages); or (b) any infringement inducement of infringement, or misappropriation of the Supplier's Intellectual Property Rights, infringement of any Moral Rights or breach of any confidentiality obligations under the Agreement.

ARTICLE 15 – INSURANCE

15.01 **Supplier's Insurance**

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Two Million ($2,000,000.00) Dollars per occurrence, Two Million ($2,000,000) Dollars products and completed operations aggregate. The policy is to include the following minimum coverage:

- the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Master Agreement
- contractual liability coverage endorsement
- cross-liability clause
- employers liability coverage endorsement if the Supplier is not subject to the WSIA
- 30 day written notice of cancellation, termination or material change
- non-owned automobile coverage with blanket contractual endorsement,

(b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the Services contemplated in the Master Agreement, in the amount of not less Two Million ($2,000,000.00) Dollars per claim and in the annual aggregate.

15.02 **Proof of Insurance**

The Supplier shall provide the Ministry with proof of the insurance required by the Master Agreement in the form of valid certificates of insurance that reference the Master Agreement and confirm the required coverage. The certificates shall be provided prior to the execution of the Master Agreement by the Ministry, and renewal replacements shall be provided on or before the expiry of any such insurance. Upon the request of the Ministry, a copy of each insurance policy shall be made available to the Ministry. The Supplier shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insured's with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract for the provision of the Deliverables.

15.03 **Proof of W.S.I.A. Coverage**

If the Supplier is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the Ministry prior to the execution of the Master Agreement by the Ministry. In addition, the Supplier shall, from time to time at the request of the Ministry, provide additional WSIA clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it/its Subcontractors, from time to time during the Term, under the WSIA, failing which the Ministry shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Master Agreement or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or its Subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Master Agreement together with all costs incurred by the Ministry in connection therewith.

ARTICLE 16 – PRIVACY PROVISIONS

16.01 **FIPPA Records and Compliance**

The Supplier and the Ministry acknowledge and agree that FIPPA applies to, and governs, all Records and may require the disclosure of such Records to third Parties. Furthermore, the Supplier agrees:

(a) to keep Records secure;

(b) to provide Records to the Ministry within seven (7) calendar days of being directed to do so by the Ministry for any reason including an access request or privacy issue;

(c) not to access any Personal Information unless the Ministry determines, in its sole discretion, that access is permitted under FIPPA, as the case may be, and is necessary in order to provide the Deliverables;

(d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Ministry;

(e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or

intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;

(f) to restrict access to Personal Information to those of its Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by the Ministry Representative to have such access for the purpose of providing the Deliverables;

(g) to implement other specific security measures that in the reasonable opinion of the Ministry would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and

(h) that any confidential information supplied to the Ministry may be disclosed by the Ministry where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding;

16.02 **Prevalence over other Provisions**

The provisions of this **Article 16** shall prevail over any inconsistent provisions in the Master Agreement.

ARTICLE 17 – OPS CONFIDENTIAL INFORMATON

17.01 **Promotion Restrictions**

Any publicity or publications related to the Master Agreement shall be at the sole discretion of the Ministry. The Ministry may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not use of any insignia or logo of Her Majesty the Queen in right of Ontario, nor shall the Supplier make use of its association with the Ministry, except where required to provide the Deliverables and only if the Supplier has received the prior written consent of the Ministry. Without limiting the generality of this **Section 17.01**, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Master Agreement unless it has first obtained the express written authorization to do so by the Ministry.

17.02 **Confidentiality**

During and following the Term, the Supplier shall keep all OPS Confidential Information confidential. The Supplier shall keep all OPS Confidential Information secure and shall provide OPS Confidential Information to the Ministry on demand and, in any event, shall return all OPS Confidential Information to the Ministry before the termination or expiry of the Master Agreement, with no copy or portion kept by the Supplier. The Supplier shall limit the disclosure of OPS Confidential Information to only those of its advisors, agents, Personnel and Subcontractors who have a need to know it in order to provide or perform the Deliverables under the Master Agreement and who have been specifically authorized to have such disclosure. The Supplier agrees that the Supplier, its advisors, agents, Personnel and Subcontractors shall not directly or indirectly disclose, destroy, exploit or

use any OPS Confidential Information (except in order to provide or perform the Deliverables, or except if required by order of a court or tribunal), without first obtaining:

(a) the written consent of the Ministry, and

(b) in respect of any OPS Confidential Information about any third party, the written consent of such third party.

17.03 **Restrictions on Copying**

The Supplier shall not copy any OPS Confidential Information, in whole or in part, unless necessary or materially advantageous for the performance of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

17.04 **Injunctive and Other Relief**

The Supplier acknowledges that breach of any provisions of this **Article 17** may cause irreparable harm to the Ministry, to the Clients or to any third party to whom the Ministry or Clients owe a duty of confidence, and that the injury to the Ministry, to the Clients or to any third party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the Ministry and Clients are entitled to obtain injunctive relief (without proving any damage sustained by it or by any third party) or any other remedy against any actual or potential breach of the provisions of this **Article 17**.

17.05 **Notice and Protective Order**

If the Supplier or any of its advisors, agents, directors, officers, Personnel, representatives or Subcontractors become legally compelled to disclose any OPS Confidential Information, the Supplier will provide the Ministry with prompt notice to that effect to allow the Ministry to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Ministry and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of OPS Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient - in co-operation with legal counsel for the Ministry - that such OPS Confidential Information is confidential and subject to non-disclosure on terms and conditions substantially similar to and not materially less protective than those in the Master Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such OPS Confidential Information subject to those terms and conditions.

17.06 **Supplier’s Advisors, Agents, Personnel and Subcontractors**

The Supplier shall advise its advisors, agents, Personnel and Subcontractors of the requirements of this **Article 17** and take appropriate action to ensure their compliance with its terms. In addition to any other liabilities of the Supplier pursuant to the Master Agreement or otherwise at law or in equity, the Supplier shall be liable for any and all liability, losses, costs, damages, expenses (including all reasonable legal, expert and consultant fees), causes of action, and Proceedings arising from any non-compliance with this **Article 17** by the Supplier’s advisors, agents, Personnel and Subcontractors.

17.07 **Conflict with Privacy Provisions**

If a conflict or inconsistency arises between any provision in this **Article 17** and the Privacy Provisions in **Article 16**, the Privacy Provisions shall govern.

ARTICLE 18 – SUPPLIER CONFIDENTIAL INFORMATION

18.01 **Confidentiality**

During and following the Term, the Ministry shall keep all Supplier Confidential Information confidential, subject to the Privacy Provisions and any right of the Ministry under the Master Agreement to disclose. The Ministry shall limit the disclosure of Supplier Confidential Information to only those of its advisors, agents, Personnel and Subcontractors, and only those members of the Executive Council of Ontario and their advisors and staff, who have a need to know it and who have been specifically authorized to have such disclosure. The Ministry agrees that the Ministry, its advisors, agents, Personnel and Subcontractors, and those members of the Executive Council of Ontario and their advisors and staff, shall not directly or indirectly disclose, destroy, exploit or use any Supplier Confidential Information (except to enable the Ministry to exercise its rights under the Master Agreement, or except if required by order of a court or tribunal), without first obtaining:

(a) the written consent of the Supplier, and

(b) in respect of any Supplier Confidential Information about any third party, the written consent of such third party.

18.02 **Restrictions on Copying**

The Ministry shall not copy any Supplier Confidential Information, in whole or in part, unless necessary or materially advantageous to enable the Ministry to exercise its rights under the Master Agreement. On each copy made by the Ministry, the Ministry must reproduce all notices which appear on the original.

18.03 **Declaratory Order and Other Relief**

The Ministry acknowledges that breach of any provisions of this **Article 18** may cause irreparable harm to the Supplier or to any third party to whom the Supplier owes a duty of confidence, and that the injury to the Supplier or to any third party may be difficult to calculate and inadequately compensable in damages. The Ministry agrees that the Supplier is entitled to obtain an order declaratory of the rights of the Parties (without proving any damage sustained by it or by any third party) or any other remedy available at law against any actual or potential breach of the provisions of this **Article 18**.

18.04 **Conflict with the Privacy Provisions**

If a conflict or inconsistency arises between any provision in this **Article 18** and the Privacy Provisions, the Privacy Provisions shall govern.

ARTICLE 19 – SECURITY

19.01 **General**

The Supplier, at its own cost and expense, shall comply with Ministry, OPS and Client policies, directives, standards and guidelines with respect to security, including without limitation those set out in this Master Agreement. The Supplier acknowledges that such policies, directives, standards and guidelines are subject to change from time to time.

19.02 **Access to Service Addresses**

Subject to **Article 20** (Security Clearance Checks) and to the security requirements and operating procedures of the Client, the Client will, at its sole and absolute discretion:

(a) grant such access to the Supplier and its Personnel to the Service Address as is reasonably required in order for the Supplier to meet its obligations under the Master Agreement; and

(b) provide the Supplier with all necessary security badges as the Client deems necessary to effect the required movement of the Supplier's Personnel at the Service Address.

19.03 **Access of Supplier's Personnel to OPS Premises etc.**

The Supplier shall ensure that all of its Personnel who enter Client premises:

(a) are informed of, and are bound by, the requirements of this **Article 19** as well as the confidentiality obligations set out in the Privacy Provisions and **Article 17** (OPS Confidential Information);

(b) have successfully undergone a Security Clearance Check or Enhanced Security Clearance Check, to the extent required in accordance with Article 20 (Security Clearance Checks), and carry with them at all times the applicable security screening number issued by SSCPB.

(c) comply with all rules, regulations, directives, procedures and policies established from time to time by the Client; and

(d) carry out their work so as not to disrupt the normal operating procedures of the Client.

19.04 **Identification**

Suitable identification of the Supplier's vehicles and Personnel shall be required for access to any Client premises. Each of the Supplier's Personnel shall carry an identification card showing a picture of the individual. The identification card shall be in view at all times.

19.05 **Access to Client Equipment**

Subject to this **Article 19** and **Article 20** (Security Clearance Checks) and to the security requirements and operating procedures of the Client, the Client will, at its sole and absolute discretion grant access to the Supplier and its Personnel to such Client equipment as is reasonably required in order for the Supplier to meet its obligations under the Master Agreement.

19.06 **Restriction on Access**

The Supplier acknowledges and agrees that the Client equipment is highly valuable and material to the interests, business and affairs of the Client and that improper use thereof would be detrimental to the interests, business, affairs and obligations of the Client. The Supplier agrees not to permit access to any Client equipment to any Persons for any reason whatsoever, other than to those of the Supplier's Personnel who actually need to have access to that equipment for the purpose of enabling the Supplier to perform its obligations in accordance with the Master Agreement.

19.07 **No Access for Other Purposes**

The Supplier shall ensure that any access by its Personnel to any Client equipment is used only for the purpose of performing the obligations of the Supplier under the provisions of the Master Agreement and that the OPS equipment is not used for any other purpose, including for personal use or for any illegal or other activity unacceptable to the Client, or used in any manner that would be detrimental to the commercial, financial, operational, security or legal interests of the Client.

19.08 **Access of Supplier's Personnel to Client Equipment**

Without limitation to **Section 19.07**, the Supplier shall ensure that all of its Personnel who access Client equipment:

(a) are informed of, and are bound by, the requirements of this **Article 19** as well as the confidentiality obligations set out in the Privacy provisions and **Article 17** (OPS Confidential Information);

(b) have successfully undergone a Security Clearance Check or Additional Security Clearance Check, to the extent required in accordance with **Article 20** (Security Clearance Checks), and carry with them at all times the applicable security screening number issued by SSCPB.

(c) comply with all rules, regulations, directives, procedures and policies established from time to time by the Client; and

(d) carry out their work so as not to disrupt the normal operating procedures of the Client.

19.09 **Supplier Responsibility**

The Supplier shall be responsible to the Ministry and Clients for any breach of this **Article 19**, including without limitation, any unauthorized access to, and use of, OPS

premises or OPS equipment by any of the Supplier's Personnel. Upon the request of the Ministry, the Supplier shall provide the Ministry with a current list of the Supplier's Personnel to whom any access to Client premises or equipment or systems has been granted.

19.10 **Property of Supplier and its Personnel**

The Supplier and the Supplier's Personnel shall be responsible for the security of their own property, including without limitation any tools, materials and equipment, while on Client premises. The Ministry assumes no responsibility with respect to such property.

19.11 **Additional Security Requirements**

The Ministry reserves the right at any time during the Term:

(a) to conduct threat risk assessments and privacy impact assessments with respect to the performance or provision of the Deliverables by the Supplier. The Supplier, at its own, expense, shall co-operate with the Ministry and its authorized representatives in the successful completion of such assessments; and

(b) to require the Supplier to implement additional security requirements, procedures and standards in the performance or provision of the Deliverables. In addition, Supplier shall review its security procedures at least annually to ensure that the security procedures take into account recent developments in security as well as lessons learned from security problems

ARTICLE 20 – SECURITY CLEARANCE CHECKS

20.01 **Definitions**

The definitions from the Request for Bids are applicable to this Article.

20.02 **Security Screening Check**

(a) Security Clearances are not provided in perpetuity and are subject to revocation by the Ministry at its sole discretion at any time. Security Screening Checks shall be renewed at the intervals as may be specified by the Ministry.

(b) On notification from the Ministry, the Supplier shall, upon entering into a Purchase Order or otherwise during the Term, provide to the Ministry, completed Security Screening Checks for all persons engaged in the performance of the services who are either not cleared or for whom a renewal is required. All documents shall be provided through the Supplier's designated Company Security Officer.

(b) All Security Screening Checks shall be provided in form and content acceptable to the Ministry and shall include all required consents.

(d) If a person or company has been deemed by the Ministry to require a Security Clearance they shall not engage in the performance of the services unless they have been provided a Security Clearance by the Ministry.

20.03 **Changes**

(a) During the Term of this Agreement, or an agreement arising from it, the Supplier shall report to the Ministry, within five business days thereof, any change to:

(i) any information provided as part of a Security Screening Check process;
(ii) employees, agents and subcontractors or, where a Company Level Check is required, partners, directors, officers and shareholders, who are or will be engaged in providing the security screening documents or engaged in the performance of the services.

(b) The Ministry shall assess the above information and may instruct the Supplier to comply with any instructions arising which may include requests for provision of information to amend existing Security Clearances or provide for new Security Clearances.

20.04 **Default under Agreement**

During the Term of this Agreement, the Supplier shall be in default under this Agreement if they fail to comply with the requirements of this Article.

ARTICLE 21 – REVIEW AND AUDIT

21.01 **Inspection, Review and Audit**

The Ministry and its authorized representatives, including third party auditors retained by the Ministry, shall have the right at any time to inspect, review and audit the provision of the Deliverables, including access upon five (5) Business Days prior notice, to any records and documents of the Supplier pertaining to the Deliverables. The Ministry shall have the right to make copies of any of such records and documents. For avoidance of doubt, the right of audit and inspection shall include the premises, procedures and conduct of the Supplier to ensure compliance with the security obligations set out in **Article 19** and the Privacy Provisions. The Supplier shall co-operate fully and provide any assistance requested by the Ministry with respect to any inspection, review or audit conducted by the Ministry in accordance with this **Section 21.01**, and the resolution of any issues identified by the Ministry.

21.02 **Correction of Deficiencies**

Should an inspection, review or audit determine that the Supplier is not in compliance with its contractual obligations with Deliverables, the Supplier shall, at its sole cost, correct any Deficiencies identified by the Ministry within five (5) Business Days of receiving notification of such Deficiencies, and shall notify the Ministry in writing upon the Deficiencies being corrected.

21.03 **Follow-Up Review**

The Ministry may conduct a follow-up compliance review, as prescribed by the Ministry, to confirm that all of the Deficiencies have been corrected.

21.04 **Without Prejudice to Other Rights**

Any monitoring or verification carried out by the Ministry shall be without prejudice to any other rights of the Ministry under the Master Agreement and shall not relieve the Supplier from any of its obligations under the Master Agreement, nor shall such verification be used by the Supplier as evidence of effective control of quality.

ARTICLE 22 – SERVICE MANAGEMENT

22.01 **Transition Plan**

(a) **Transition-In** - Upon execution of this Master Agreement, and where required by the Ministry, the Supplier shall provide to the Ministry, for review and approval, a detailed transition plan setting out the methodology and timelines for the implementation of the Master Agreement, in accordance with the Schedules of this Master Agreement, including without limitation **Schedule A** (Supplementary Provisions) and **Schedule F** (Services Management);

(b) **Transition-Out** - Upon notification of the Ministry, and for any period requested by the Ministry commencing at any time up to one hundred and eighty (180) days prior to the effective date of the termination or expiration of this Master Agreement, the Supplier shall provide all services that are reasonably necessary to facilitate an orderly winding-down of the Master Agreement. The Parties shall co-operate in good faith to mutually agree on the specific tasks to be provided by each Party and in establishing a reasonable schedule to complete those tasks. The Supplier shall provide to the Ministry, for review and approval, a detailed transition plan setting out the methodology and timelines for winding down the Master Agreement, and where applicable, transitioning to another supplier.

22.02 **Service Management**

Without limiting the foregoing, the Supplier shall provide and manage the delivery of the Deliverables in accordance with this Master Agreement, and in particular, **Schedule F** (Service Management).

22.03 Human Resource Management

The Supplier shall provide human resource management in accordance with the Schedules of this Master Agreement, including without limitation **Schedule A** (Supplementary Provisions). Subject to the provisions of **Articles 8 and 20**, upon execution of the Master Agreement, by notice to the Ministry, the Supplier shall appoint

(a) a services manager (the “Service Manager”) who shall administer the Master Agreement on behalf of the Supplier, be responsible for day to day contact with

the Ministry in fulfilling the Supplier's obligations under the Master Agreement and shall be available for day to day contact with the Ministry and Clients;

(b) a representative from the Supplier's executive team (the "Executive Sponsor") who shall assume overall responsibility for the relationship between the Supplier and the Ministry;

(c) A technical support manager responsible for supporting and delivering the Deliverables as defined within the Agreement.

The duties of the above individuals shall include, without limitation, the duties set out in the Schedules to this Master Agreement, and each of the above individuals shall have authority to represent the Supplier.

22.04 Ministry Representative

Upon execution of the Master Agreement, by notice to the Supplier the Ministry shall appoint a representative of the Ministry (the "Ministry Representative") who shall administer the Master Agreement on behalf of the Ministry, and oversee the Ministry's relationship with the Supplier.

22.05 Reports

The Supplier shall provide to the Ministry and Clients the reports set out in the Schedules to the Master Agreement, including without limitation **Schedule A** (Supplementary Provisions) and **Schedule F** (Service Management). The reports shall be provided in accordance with the form, content, format and time periods as are specified in the Schedules, unless otherwise directed by the Ministry or Client.

22.06 Dedicated Website

The Supplier shall establish a dedicated website in accordance with the requirements of **Schedule A** (Supplementary Provisions) and **Schedule F** (Service Management).

22.07 Meetings

The Supplier shall ensure that the appropriate Personnel of the Supplier attend the meetings specified in **Schedule A** (Supplementary Provisions) and **Schedule F** (Service Management). Unless otherwise agreed by the Ministry, all meetings shall be in person and held at OPS addresses.

22.08 Survey

The Supplier shall, upon request by the Ministry, assist the Ministry in conducting a Supplier performance satisfaction survey with Clients. Such assistance may involve, among other things, developing, distributing, collecting and analyzing the survey.

ARTICLE 23 – RESOLUTION OF DISPUTES

23.01 **First Instance**

In the event of any Dispute relating to the Master Agreement, the Personnel of the Parties dealing directly with the subject matter of the Dispute shall attempt to resolve the Dispute between themselves.

23.02 **Referral to Representatives**

Any Dispute referred to in **Section 23.01** that is not resolved within five (5) Business Days shall be referred to the Ministry Representative and the Service Manager of the Supplier for resolution. In the event that the Dispute is not resolved within fourteen (14) Business Days (or five (5) Business Days if either Party has notified the other that the matter must be dealt with on an urgent basis) following such referral, the matter shall be referred to the Supplier's Executive Sponsor and an executive representative of the ministry (together referred to as the "Executives").

23.03 **Referral to Executive Sponsors**

Upon the Dispute being referred to the two (2) Executives, the Executives shall meet in order to provide each other with all information with respect to the matter in issue which is appropriate and relevant to its resolution. The Executives shall negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding related thereto. During the course of such negotiation, in order that each of the Parties may be fully advised of the other's position, all reasonable requests made by one Party to the other for non-privileged information related to the Master Agreement shall be honoured. The specific format for such negotiations shall be within the discretion of the Executives, but may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other Party.

23.04 **Performance Notwithstanding Dispute**

Except where otherwise directed by the Ministry, the Supplier shall continue to provide the Deliverables in accordance with the Master Agreement while the Dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions hereof.

ARTICLE 24 – EMERGENCY MANAGEMENT

24.01 **Business Continuity Plans**

The Supplier shall have Business Continuity Plans in place from the Effective Date and periodically updated to ensure the Supplier's own continuity of operations and ability to provide the Deliverables during the Term of the Master Agreement, including during an event of Force Majeure or other emergency, disaster or disruption. Each Business Continuity Plan and any updates thereto must be to the reasonable satisfaction of the Ministry. At any time and from time to time, the Ministry may request, and the Supplier shall provide to the Ministry within five (5) Business Days after such request, a copy of the Supplier's Business Continuity Plan for review by the Ministry.

24.02 **Contents**

Business Continuity Plans shall:

(a) specifically address, among other things, the absence or reduction of staff, facilities and information technology and how these will be managed so as to ensure the Supplier's supply chain is not disrupted in a manner that will prevent or impair the provision of the Deliverables in accordance with the Master Agreement; and

(b) include a methodology by which the Business Continuity Plans will be continuously monitored and updated by the Supplier during the Term of the Master Agreement.

ARTICLE 25 - TERM

25.01 **Term**

Subject to the provisions of this **Article 25**, the initial term of the Master Agreement shall commence on the Effective Date and shall expire on the Expiry Date.

25.02 **Extension**

Notwithstanding **Section 25.01**, the Ministry at its option may extend the initial term of the Master Agreement for up to three (3) additions terms of up to one (1) year each. Each extension shall be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Master Agreement, excepting the option to extend. The option shall be exercisable by the Ministry giving notice to the Supplier given at any time prior to the Expiry Date, or the expiry of the current extended term (as the case may be). The notice shall set forth the precise duration of the extension. The initial term, and any extension(s) thereof, are together referred to as the "Term".

25.03 **Rental Arrangement Term**

The Rental Arrangement Term and Client's obligations with respect to each item of Equipment pursuant to a Rental Arrangement will commence on the applicable Commencement Date, regardless of the date of actual delivery from the Supplier to the Client and shall continue until expiry of the Initial Term. Acceptance by Client of any Equipment delivered pursuant to a Rental Arrangement shall be evidenced by execution and delivery by Client of written notification of acceptance of the Equipment. Delivery by Client of notification of acceptance confirms that Client is obligated to make payments beginning on the first day of the first Rent Interval commencing on or after the Date of Acceptance.

25.04 **Warranty Services Term**

The term for Warranty Services for rental Equipment will commence on the applicable Commencement Date. The Warranty Services Term for purchased Equipment will commence on delivery of the purchased Equipment. For any equipment which is previously owned by the Client, the term for Warranty Services shall commence on the date specified in the Purchase Order or otherwise agreed by the Supplier and the Client.

25.05 **Purchase Orders**

The term of any Purchase Order executed prior to the end of the Term of the Agreement may continue beyond the Term of the Master Agreement, for the term specified in the particular Purchase Order. For certainty, if any Service for a Product continues beyond the Term of the Master Agreement, the Purchase Order under which the Service was ordered shall be deemed to extend beyond the Term of the Agreement for the term of the Service. The provisions of the Agreement shall survive the expiry of the Term of the Agreement for the purposes of any such Purchase Orders. Any provision of the Agreement that survives the expiry or termination of the Agreement shall continue to apply and survive the expiry or termination of each Purchase Order.

ARTICLE 26 – TERMINATION BY THE MINISTRY OR CLIENT

26.01 **Termination of the Master Agreement by the Ministry for Cause**

Despite **Sections 25.01** and **25.02**, the Ministry may terminate the Master Agreement immediately upon written notice to Supplier if any of the following events occurs:

(a) The Supplier fails to perform any obligation under the Master Agreement, Master Agreement or of any Purchase Order if such failure continues unremedied for ten (10) Business Days or more after written notice of that failure is given by the Ministry to the Supplier;

(b) any Insolvency Event occurs with respect to Supplier;

(c) the Supplier breaches any of the Privacy Provisions of **Article 16** or the confidentiality provisions of **Article 17**;

(d) the Supplier breaches the Conflict of Interest provisions in **Section 2.07** ;

(e) the Supplier is in default of **Article 20** (Security Clearance Checks);

(f) the Supplier has made a material misrepresentation or has provided materially inaccurate information in its Proposal, which the Ministry learns about during the Term;

(g) Supplier sells, assigns or transfers its interest, or grants a security interest in this Master Agreement or any Rental Arrangement or any Purchase Arrangement or Eligible Equipment or any of its obligations thereunder to any third Person without the prior written approval of the Ministry;

(h) Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy its obligations under the Master Agreement; or

(i) Supplier has failed to meet Performance Measures that give rise to the right of termination pursuant to Schedule E

26.02 **Termination of a Purchase Order by Client for Cause**

(a) The Client shall have the right to terminate a Purchase Order if any of the following occurs:

(i) Products ordered under the Purchase Order fail to pass a second or subsequent Acceptance Test under **Article 5** (Acceptance Testing);

(ii) The Supplier fails to meet the Service Level timelines for Warranty Services contrary to **Section 7.03;**

(ii) Any of the events listed in **Paragraph (d)** of **Section 7.04;** or

(iii) The Supplier is otherwise in breach of the Purchase Order, and has failed to remedy, or diligently take steps to remedy, the breach within ten (10) calendar days after receipt of written notice by the Client of the breach.

(b) The right of termination under this **Section 26.02** may be exercised by the Client immediately and without further notice to the Supplier and without obligation or liability to the Supplier on the part of the Client or the Ministry.

(c) In the event of the termination of a Purchaser Order under this **Section 26.02**, the Client may return any Deliverables which have already been received under such Purchase Order, and the Supplier shall refund any amounts paid by the Client for such returned Deliverables. Supplier shall thereupon remove the Equipment from Client's premises at no additional cost to Client and Client shall be under no further liability to Supplier under a Rental Arrangement for the payment of rent or other charges or early termination charges as of the effective date of termination. The Client shall be responsible for payment for only those Deliverables which have been accepted and either consumed or retained by the Client up to the date of termination. In the event that the Client has prepaid for any Services, the Supplier shall refund the unused portion of such payment on a pro-rata basis.

26.03 **Termination for Non-Appropriation**

If the Master Agreement or Purchase Order extends into a Fiscal Year subsequent to its execution, continuation of the Master Agreement or Purchase Order is conditional upon an appropriation of moneys by the Legislature of Ontario (the "Legislature") sufficient to satisfy payments due under the Master Agreement or Purchase Order. In the event that such moneys are not available as a result of:

(a) non-appropriation by the Legislature for the Fiscal Year in which payment becomes due; and

(b) the payment being neither charged nor chargeable to an appropriation of the Legislature for a previous Fiscal Year,

the Ministry or Client (as the case may be) may terminate the Master Agreement or Purchase Order upon giving notice to the Supplier. Termination shall become effective

on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

26.04 **Termination by Ministry or Client without Cause**

(a) The Ministry reserves the right to terminate the Master Agreement, without cause and without penalty, at any time, upon giving no less than sixty (60) days prior written notice to the Supplier.

(b) Subject to section 26.05 (as it relates to early termination of a Rental Arrangement), (i) the Client reserves the right to terminate a Purchase Order, without cause and without penalty, at any time, upon giving no less than sixty (60) days prior written notice to the Supplier; and (ii) upon termination of the Purchase Order, the Client shall be responsible only for the payment for Deliverables accepted by the Client to the date of the termination; and (iii) in the event that the Client has prepaid for any Services, the Supplier shall refund the unused portion of such payment on a pro-rata basis.

26.05 **Early Termination of Rental Arrangement by Client**

(a) Client shall have the option of terminating the Purchase Order in respect of any line item of Equipment under any Rental Arrangement at any time on not less than thirty (30) days' advance written notice to Supplier of the early termination date. Subject to paragraphs 26.05(b) and 26.05(c), in the event that it exercises its early termination option under this Section, the Client's only obligation shall be to pay to Supplier the Early Termination Charges determined by reference to the Schedules to this Master Agreement, including but not limited to **Schedule B (Eligible Equipment and Rates),** in respect of such Rental Arrangement plus all rent then accrued due and owing under the Rental Arrangement to (but only to) the early termination date.

(b) In the event that the Client terminates a Purchase Order due to damage that has been caused by the Ministry/Client to rental Equipment and it is deemed that the Equipment is not repairable, the Supplier shall be entitled to collect termination charges. Termination charges shall be based solely upon the monthly rental Rate for the Equipment, multiplied by the number of months remaining on the specific Equipment's rental term.

(c) Despite any other provisions in this Master Agreement, Supplier shall permit Client to terminate any Rental Arrangement without payment of Early Termination Charges or other penalty for locations which no longer exist or have been closed due to cancellation of program funding as evidenced by a letter signed by the Client Representative. Office relocation or reorganization shall not be grounds to terminate a Rental Arrangement without penalty unless down-sizing and/or cancellation in budget funding occurs.

To be eligible for early termination of a Rental Arrangement without penalty the following conditions must be satisfied:

a. Client must attempt to reassign the Equipment prior to terminating the Rental Arrangement;

b. Client must provide evidence to support, or senior/financial authorized official must verify, office down-sizing or reduction in budget funding.

ARTICLE 27 – EFFECT OF TERMINATION AND OTHER RIGHTS

27.01 Termination in Addition to Other Rights

The Ministry and Clients shall not, by virtue of any termination of the Master Agreement or Purchase Order pursuant to **Article 26,** waive or prejudice any rights or remedies they may have in the Master Agreement, the Purchase Order or otherwise at law or in equity, all of which remedies shall survive any termination of the Master Agreement or Purchase Order and remain in full force and effect thereafter.

27.02 Ongoing Responsibility of Supplier

Termination shall not relieve the Supplier from liability for the Supplier's representations, warranties and other promises and responsibilities relating to the Deliverables, or any money paid by the Clients hereunder, up to and including the effective date of termination.

27.03 Supplier's Obligations Upon Termination (or Expiry) of Agreement

At the request of the Ministry following the expiry or termination of the Master Agreement, the Supplier shall:

(a) disclose to the Ministry the current state of the Deliverables being provided to the Clients by the Supplier as of the date of termination, and provide a report of, and all the material reflecting, the current state of the Deliverables;

(b) execute any documentation as may be required by the Ministry to give full effect to the termination of the Master Agreement;

(c) promptly return to the Ministry all OPS Confidential Information and other documentation and other property in the Supplier's possession in connection with the Master Agreement;

(d) co-operate with the Ministry and Clients to the extent necessary to effect the timely and orderly termination of the Master Agreement, and to permit the non-disrupted business operation of the Ministry and Clients and, where applicable, the migration by the Ministry and Clients to a new service provider (and new equipment and related services), with the least amount of inconvenience and disruption as is reasonable in the circumstances;

(j) attend a debriefing session conducted by the Ministry where the Supplier will provide the Ministry with the Supplier's conclusions and observations about the implementation of the Master Agreement in order to provide the Ministry with feedback for structuring contracts for similar services in the future;

(k) provide Transition Out Services in accordance with this Master Agreement. If the Ministry requires additional Transition Out Services past the effective date or termination or expiration of the Agreement, the parties will use the Change

Process set out in Article 9, and the provisions of the Agreement shall survive for the purpose of such Services;

(l) comply with all obligations in connection with the Deliverables, including Warranty Services and other applicable Services, that survive the termination of the Master Agreement and for the duration of the outstanding term of the relevant Purchase Order.

27.04 **Supplier's Obligations Upon Termination (or Expiry) of Purchase Order**

At the request of the Client following the expiry or termination of the Purchase Order, the Supplier shall:

(a) disclose to the Client the current state of the Deliverables being provided to the Client by the Supplier as of the date of termination, and provide a report of, and all the material reflecting, the current state of the Deliverables;

(b) execute any documentation as may be required by the Client to give full effect to the termination of the Purchase Order;

(c) promptly return to the Client all OPS Confidential Information of the Client and other documentation and other property in the Supplier's possession in connection with the Purchase Order;

(d) co-operate with the Client to the extent necessary to effect the timely and orderly termination of the Purchase Order, and to permit the non-disrupted business operation of the Client and, where applicable, the migration by Client to a new service provider (and new equipment and related services) with the least amount of inconvenience and disruption as is reasonable in the circumstances.

27.05 **Right to Utilize Third Parties**

Should the Supplier fail to provide or perform any of the Deliverables, the Ministry and Clients shall have the right, either utilizing their own resources or those of a third party, to obtain or perform such Deliverables. Any additional costs or expenses incurred by the Ministry or Clients in performing or obtaining such Deliverables shall be reimbursed by the Supplier upon presentation of the applicable invoice. For avoidance of uncertainty, the provisions of this **Section 27.05** shall be in addition to, and shall not limit, any other rights and remedies available to the Ministry and Clients, or any other obligations of the Supplier under the Master Agreement or Purchase Order or at law or in equity.

27.06 **Survival of Purchase Order**

Despite expiry or other termination of this Master Agreement for any reason, the terms and conditions of this Master Agreement will continue to apply to any Purchase Order then in effect and for so long as any such Purchase Order remains in effect. All representations, warranties and covenants made by Supplier and Client shall survive termination of this Master Agreement and remain in full force and effect as to any such Purchase Order, and all rights and privileges of the parties to the extent that they are

attributable to events or conditions occurring or existing on or prior to the expiration or other termination of this Master Agreement or any Purchase Order, shall survive such expiration or termination and be enforceable thereafter by Supplier, Ministry, Client and their respective successors and assigns as the case may be.

ARTICLE 28 - NOTICE

28.01 Notices by Prescribed Means

Unless otherwise specified in the Master Agreement, Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Ministry at the following address:

222 Jarvis Street, 8th floor
Toronto, ON M7A 0B6

Attention: Wes Lapish

E-mail: wes.lapish@ontario.ca

And to the Supplier at the following address:

4100 Yonge Street, Suite 600
Toronto, ON
M2P 2B5

Attention: Daniel Lunghi, Director of Sales, Public Sector

E-mail: Daniel.lunghi@ricoh.ca

28.02 Receipt

Notices shall be deemed to have been received:

(a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or

(b) in the case of personal delivery or facsimile one (1) Business Day after such notice is received by the other Party.

28.03 Postal Disruption

In the event of a postal disruption, notices must be given by personal delivery or by facsimile.

IN WITNESS WHEREOF the Parties hereto have executed this Master Agreement effective as of the date first above written.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Government and Consumer Services

Per: _____

Name: _____

Title: _____

Date of Signature: _____

RICOH CANADA INC.

Per: _____

Name: _____

Title: _____

Date of Signature: _____

I have authority to bind the Corporation.

SCHEDULE A

SUPPLEMENTARY PROVISONS

A. SUPPLEMENTARY DEFINITIONS

Unless otherwise specified in the Schedules to the Agreement, capitalized words and phrases have the meaning set out in Section 1.01 of the Agreement. In addition, the following terms have the following meanings:

"Accessibility" means a general term which is used to describe the degree of ease that something (e.g., device, service, and environment) can be used and enjoyed by persons with a disability. The term implies conscious planning, design and/or effort to ensure it is barrier-free to persons with a disability, and by extension, usable and practical for the general population as well;

"Accessible" means that which can be easily reached or obtained; a facility that can be easily entered; posing no obstacles to persons with a disability;

"Accessible Formats" may include, but are not limited to, large print, recorded audio and electronic formats (e.g. accessible PDF files), and Braille and other formats usable by persons with disabilities; ("format accessible") AODA Integrated Accessibility Standards Regulation (IASR) 2011;

"Accessible Websites" means that as of January 1, 2012, new websites and content must conform to Web Content Accessibility Guidelines (WCAG) 2.0 Level AA with the exception of (live) captions and (pre-recorded) audio descriptions;

"ADF" means an automatic document feeder, a feature which takes several pages and feeds the paper one page at a time into a scanner;

"Asset Tracking" means the tagging of Equipment, and the provision of Equipment related data by the Supplier to each Client regarding each Purchase Order (i.e. including, but not limited to, asset tag number, Manufacturer (Brand), model number, quantity, serial number, ship-to address and Warranty Services arrangement information) (Please see Schedule C);

"Availability" means the duration of time that the Equipment can be used for productive work;

"Barrier-free" means a quality or characteristic of environments, policies, processes or practices that enables the full participation by all members of society;

"Base Monthly Rental" means the fixed monthly rate for Equipment Categories 1 and 2. (Note: the Rate for Additional Equipment Options is charged separately);

"Business Hours" means 8:00 a.m. to 6:00 p.m. on any Business Day;

“Centralized Direct Printing Services” or “CDPS” means the services described in Schedule C (Services Specifications);

“Change” means a modification to a Configuration Item in the production environment including:

Hardware and software components
Production support documentation
Configuration management data relating to any of the above;

"Change Coordinator" has the meaning and roles and responsibilities set out in GO-ITS 35.0 Enterprise Change Management Standard;

“Client Technical (IT) Staff” means person(s) as designated by the Client as staff who manage the Client’s technology environment;

“Colour” means printing reproduction of an image or text in colour (as opposed to shades of black and white or monochrome printing);

“Communication supports” means may include, but are not limited to, captioning, alternative and augmentative communication supports, plain language, sign language and other supports that facilitate effective communications; (“aides à la communication”) AODA IASR 2011;

“Configuration Item” or “CI” means an elementary component of the Equipment infrastructure or related item under the control of configuration management as further described in Schedule F, Part 1;

“Configuration Management Database or CMBD” means the database of all information about each Equipment configuration kept up to date, for use by the Client’s IT Service Desk and other personnel involved in management of the Client’s technology infrastructure;

“Consumables” means the items/parts that require regular replacement Including toner, ink, maintenance kits, fusers, pickup rollers, photo developers, photoconductor kits, transfer rollers, waste toner bottles, cleaning webs, etc. Note: The cost of Consumables and on-site installation are included in the Warranty Services for Equipment (enhanced or premium) but are not included in the Depot Swap Warranty Service;

“Cost per Copy” or “Cost per Copy Rate” means the fixed rate per copy. No minimum number of copies is required at any time under this Agreement;

“Data Storage Media” means the media used for the electronic storage of recorded information;

“Document Capture Services” or “DCS” means the services described in Schedule C (Services Specifications);

"Domain Address" means the IP address for the destination of faxed or scanned documents. For the purposes of this Agreement, currently the Domain Address for OPS Clients is "@ontario.ca". For non-OPS Clients, the Domain Address will be unique to each;

"Duty Cycle" means the Original Equipment Manufacturers' stated maximum usage level per month for any Equipment;

"Electronic Bridge" or "XML Bridge" means the electronic interface, put in place by the Supplier in accordance with the requirements set out in the Agreement, between the Supplier's ITSM Toolset and the OPS ITSM Toolset;

"Encryption" means the transformation of data via cryptography into a form unreadable by anyone not in possession of the required key. It can provide for data confidentiality by keeping the information hidden from any individual or entity for which it was not intended;

"End-of-Life" means that the Equipment is no longer available for fulfillment of Ministry orders due to the Manufacturer either discontinuing the product line or transitioning to the next generation model;

"Equipment Category" means for the purposes of this Agreement each Equipment Category as described in the Agreement (see Schedule A section 1.4);

"Equipment and Service Matrix" means the listing of all Eligible Equipment and Services, detailing specifications for each of the Equipment and Services, including; pricing and applicable discounts;

"Equipment Sub-Category" means for the purposes of this Agreement the Equipment within the Category as described in this Agreement by each Sub-Category title (see Schedule A section 1.4);

"Firmware" means Software stored in read-only memory (ROM) or programmable ROM (PROM). A category of memory chips that hold their content without electrical power. Firmware includes rewritable flash memory and EEPROM, reprogrammable PROM and EPROM and read-only ROM technologies;

"Firmware Upgrade" means enhancement to the software or firmware used within the Equipment operation.

"Forecast End of Life" means the month and year that the Supplier estimates that the specific model of Equipment offered or being proposed for Equipment Substitution will no longer be actively marketed and available under the Agreement but for which the Supplier will continue to provide Warranty Services, Supplies and Consumables until any contract term ends under this Agreement;

"High Yield Cartridge" means the cartridge (e.g. laser toner, ink-jet) that provides the highest yield in number of prints, images and Copies for a particular model of Equipment, that is available in the marketplace at any time;

“Impact” has the meanings set forth as defined in GO-ITS 44 ITSM Terminology Reference Model;

“Incident” means an event that disrupts the proper performance or operation of Equipment or Service and that impacts the Client. Incidents will be assigned to the Supplier via the ITSM Toolset;

“Information Technology Service Management” or “ITSM” means, generally, the implementation and management of quality IT services. In the context of the management of IT services within the OPS, “ITSM” has been modeled after the ITIL industry standards and best practices through the use of people, process and tools;

“ITSM Toolset” means an application or set of applications that has many features that facilitate and support efficient and accurate recording and processing of IT Service Management processes and the related tasks;

"Installation Date" means the date at which the Equipment is installed;

"Key Operator" means a person assigned by a Client entity to manage and coordinate operational and maintenance activities associated with a particular Equipment (at its installed location) provided by the Supplier as specified herein and serve as the main liaison with the Supplier’s representative;

"Key Operator Training" means training of person(s) designated as the Key Operator on the functionality and maintenance/troubleshooting of the Equipment;

“Legacy Equipment” means existing equipment (including printers and multifunction devices) located at a Client site;

“Lightweight Directory Access Protocol (LDAP)” means an Internet protocol for accessing distributed directory Services that act in accordance with X.500 data and service models;

“Manufacturer” means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including the Equipment to be supplied under the Agreement and that has signed the Manufacturer’s Undertaking, if required pursuant to the RFB, attached as Appendix O to the RFB. The signed Manufacturer’s Undertakings are appended to this Master Agreement as Exhibit 1 to this Schedule A (Supplementary Provisions). The Manufacturer must provide direct OEM warranties on the Equipment. The Manufacturer’s name(s) shall appear on its Products;

“Manufacturer’s Warranty” means the Warranty Service with terms and conditions provided by the Manufacturer and included by the Manufacturer in the price of the Equipment;

“Monochrome” means for the purpose of this Agreement print images in greyscale or black-and-white;

"Monthly Usage" means the number of Copies made per month;

“New” means that units have not been used previously, or contain parts that have never been used before (except for limited testing purposes to ensure the Equipment functions in accordance with its OEM specifications) and are actively and currently marketed by the Supplier;

“Non-Standard Equipment” means Equipment that was not proposed by the Supplier and not included in Schedule B (Eligible Equipment and Rates), and therefore is not listed in the Equipment and Services Matrix;

“Print Authentication Services” or “PAS” means the services described in Schedule C (Services Specifications);

“Printer Driver” means a software routine that converts an application program's printing request into the language the printer understands to enable the print device to print properly on a particular printer. They must be installed on the print device and associated print interface equipment (e.g. print servers and workstations) so it can be used. They are to be provided with Equipment by the Supplier. In addition current and updated versions can be downloaded from the Original Equipment Manufacturer's web site.

"Priority" has the meaning ascribed in GO-ITS 44 ITSM Terminology Reference Model;

"Problem" means an unknown cause of one or more (potential or occurring) Incidents;

“Recycled Paper” means paper containing a minimum of 30% recycled content;

“Sanitize” means a process that makes data permanently inaccessible, and in the context of this Agreement, refers to techniques intended to make data permanently inaccessible on Data Storage Media;

“Service Desk” has the meaning ascribed to it in GO-ITS 44 ITSM Technology Reference Model, as referred to in Schedule F, Part 1;

“Service Level Performance Report” means the report as described in Schedule C.1 (Services Specifications - Reporting Requirements);

“Service Request” or **“SR”** means a request for a change, move, addition, deletion or removal-of-service to a Managed Print Service which involves either physical activities (e.g., a dispatch, a site visit or hardware handling) or logical activities (e.g., configuration only). Service Requests are further described in Schedule F, Part 1;

“Time to Repair (TTR)” means the time taken to put a defective component or Equipment back in working order. The time taken to restore the Equipment back to OEM specifications and Client specific print settings includes the period of diagnosis of the problem as well as its rectification;

“Unscheduled Equipment Outage" means the period of time that Equipment is unavailable to the Client where such unavailability is caused by a remedial Equipment Failure. Such period will

commence when the Supplier is informed of the remedial Equipment Failure in accordance with the Agreement;

"Urgency" has the meaning ascribed in Section 2.2 – Incident Management, of Schedule F, Part 1;

"Virgin Paper" means paper made from 100% wood fibers, with no recycled content.

B. SUPPLEMENTARY PROVISIONS

1. Objectives

1.1 Objectives and Anticipated Benefits

The specific objectives of the Agreement can be summarized as follows:

a. Reduce the cost of Equipment, Warranty Services and Services acquisitions by adopting a "just in time" pricing model for the majority of Equipment and Services;

b. Reduce the management of the Equipment and Services costs by utilizing "best practices", deployment of enabling technologies and use of common (OPS-wide) management and business processes;

c. Vendor of Record (VOR) Arrangements reduce the frequency and costs of competitive procurement processes associated with the provision of the Equipment and Services on an ongoing basis;

d. Enable the proactive planning and effective business management by using more effective governance, accountability and performance management processes.

1.2 Geographic Area of Opportunity

The Supplier shall provide any and all Equipment and Services anywhere throughout the Province of Ontario.

Rates for the Equipment and Services shall be the same for all Clients or Client-specified locations within the Province of Ontario.

1.3 Description of Deliverables

Equipment:

The Equipment required has been divided into four (4) Equipment Categories:

- **Equipment Category 1 – Multifunction Devices (MFDs)** (rented)
- **Equipment Category 2 – Network Printers** (rented)
- **Equipment Category 3 – Desk-side Personal Printer** (purchased)
- **Equipment Category 4 – Compact and Mobile Printers** (purchased)

Services, including:

- New Technology and Service Innovation;
- Equipment Lifecycle Management;
- Acquisition, Configuration and Delivery of Equipment;
- Installation of Equipment;
- Training Services for Equipment;
- Warranty Services (Enhanced, Premium, Depot Swap, Off-Warranty);
- Equipment Move Services;
- Equipment Removal Services;
- Additional Print Support Services;
- Accessibility Support for Equipment;
- Centralized Print Device Management Services;
- Automated Meter Reads Service;
- Print Assessment and Optimization Services;
- Print Authentication Services (PAS);
- Document Capture Services (DCS);
- Centralized Direct Printing Services (CDPS)and
- Transition Services

The Supplier shall provide Services in Schedule C (Services Specifications) in accordance with the specified requirements and minimum specifications and shall adhere to the remedies and service level performance measures in accordance with Schedule E (Performance Measures and Remedies.)

The Deliverables that the Supplier agrees to make available to the Ministry and each Client are set out in this Agreement and in the provisions in respect of such Deliverables contained in the RFB and the Supplier's Proposal (excluding all obligations, liabilities, limitations or disclaimers imposed on or applied to Ontario, the Ministry or any Client in the Proposal that are not otherwise set out in the body of the Agreement and its Schedules). In the event of a conflict or inconsistency between these documents, please refer to Section 1.08 of the Agreement.

1.4 Description of Equipment

Equipment Category 1 - Multifunction Devices (MFDs):

Sub-Category 1A - Monochrome Base MFD Sub-Category 1B - Colour Base MFD

Sub-Category 1C - Monochrome Workgroup MFD

Sub-Category 1D - Colour Workgroup MFD

Sub-Category 1E - Monochrome Workgroup Tabloid MFD

Sub-Category 1F - Colour Workgroup Tabloid MFD

Sub-Category 1G - Monochrome Departmental MFD

Sub-Category 1H - Colour Departmental MFD

Equipment Category 2 - Network Printers:

Sub-Category 2A – Monochrome Workgroup Printer

Sub-Category 2B – Colour Workgroup Printer

Equipment Category 3 - Desk-side Personal Printer:

Sub-Category 3A – Monochrome Personal Printer

Equipment Category 4 - Compact and Mobile Printers:

Sub-Category 4A – Compact Monochrome Personal Printer

Sub-Category 4B – Compact All-in-One Colour Personal Printer

Sub-Category 4C – Colour Mobile Printer

Sub-Category 4D – Rugged Thermal Mobile Printer

1.5 Summary of Eligible Equipment Rates

Category	Base Applicable Rates	Term Length
Equipment Category 1 and Equipment Category 2 (regular rental)	-Base Monthly Rental -Cost per Copy Rate (Enhanced Warranty Services) OR Cost per Copy Rate (Premium Warranty Services) Optional Services (as requested by Client): -Monthly Rate – PAS (applies to Category 1 only) -Monthly Rate – DCS (applies to Category 1 Only) -Monthly Rate – CDPS	Equipment will be acquired on a sixty (60) month rental basis Warranty Services are to be provided on a sixty (60) month basis
Equipment Category 1 and Equipment Category 2 (short term rental)	-Short term Monthly Rental -Cost per Copy Rate (Enhanced Warranty) OR Cost per Copy Rate (Premium Warranty) Optional Services (as requested by Client): -Monthly Rate – PAS (applies to Category 1 only) -Monthly Rate – DCS (applies to Category 1 only) -Monthly Rate – CDPS	Equipment will be acquired on a short term Monthly Rental basis ranging from a minimum of nine (9) months to a maximum of eighteen (18) months Warranty Services are to be provided to align with the duration of the short term
Equipment Category 3 and Equipment Sub-Categories 4A and 4B (purchased)	-Equipment Rate -Cost per Copy Rate (Enhanced Warranty)	Equipment will be acquired on a purchase (upfront) basis Warranty Services are to be provided on a sixty (60) month basis
Equipment Sub-Categories 4C and 4D (purchased)	-Equipment Rate -Depot Swap Warranty Services Rate	Equipment will be acquired on a purchase (upfront) basis Warranty Services are to be provided on a sixty (60) month basis

1.6 Description of Eligible Equipment Rates

Base Monthly Rental Rate:

The monthly charge for rented Eligible Equipment, based on a sixty (60)-month term.

Short Term Monthly Rental Rate:

The monthly charge for rented Eligible Equipment, for any term ranging from nine (9) months to a maximum of eighteen (18) months.

Cost per Copy Rates:

Rates will apply to Equipment under both the sixty (60) month rental basis as well as the short term monthly rental basis.

One of the following will apply, based on Client choice between Enhanced or Premium Warranty level.

1) Cost per Copy Rate (Enhanced Warranty Services) – two (2) Rates will be provided if applicable – monochrome per copy Rate and colour per copy Rate, OR

2) Cost per Copy Rate (Premium Warranty Services) – two (2) Rates will be provided if applicable – monochrome per copy Rate and colour per copy Rate.

Monthly Rate – Print Authentication Services (PAS):

This Rate includes Print Authentication Services as defined in Schedule C – Services Specifications Section 17. This Rate can be initiated at any point during the Equipment rental term and shall be applied in addition to the Base Monthly Rental.

Monthly Rate – Document Capture Services (DCS):

This Rate includes Document Capture Services as defined in Schedule C – Services and Specifications Section 18. This Rate can be initiated at any point during the Equipment rental term and shall be applied in addition to the Base Monthly Rental.

Monthly Rate – CDPS (Centralized Direct Printing Services):

This Rate includes Centralized Direct Printing Services (direct IP print services) as defined in Schedule C - Services Specifications Section 19. This Rate can be initiated at any point during the Term of the Agreement.

1.7 Equipment Specifications

All Equipment must meet or exceed the minimum Equipment requirements and mandatory security requirements for each Equipment Sub-Category as specified within Schedule G.

Equipment in all Categories must be new, which are units that have not been used previously, contain only new parts and are actively marketed by the Manufacturer. The exception to this is Equipment provided under the short term rental, which may be previously-deployed Eligible Equipment.

The Supplier and/or one of its subcontractors must be authorized to sell and provide Warranty Services for manufacturers (brands) for the Equipment in the each of the Equipment Categories.

In addition to supplying the Equipment, the Supplier must provide Warranty Services, Supplies and Consumables, as well as Additional Equipment Options for the Equipment until the end of the lifecycle of the Equipment as procured under this Agreement.

1.8 Service Requirements

The Services as outlined in this Agreement, including but not limited to those outlined within Schedule C (Services Specifications), are the Services MGCS anticipates will be required during the term of this Agreement, including any extensions thereof.

1.9 Business Transformation

Due to business transformation and changing business needs, the Supplier shall have the opportunity during the term of the Agreement to suggest innovative and new solutions to the Ministry, and provide the Ministry the opportunity to assess the Supplier recommendations against future business requirements within the OPS

1.10 Equipment Return

1.10.1 Early Termination for Equipment Categories 1 and 2

In the event in which a Client requires to terminate the Rental arrangement of Equipment within Category 1 or 2 prior to its expiry, the Supplier shall be entitled to collect early termination charges (does not apply to short term rentals.) Early termination charges shall be based solely upon the Base Monthly Rental Rate for the Equipment, multiplied by the early termination factor corresponding to the number of months remaining on the specific Equipment's Rental Term, as described in the table below.

For example, if the Base Monthly Rental Rate is $300 and there are seven months remaining in the Rental arrangement, the early termination charge would be $300 x 3=$900.

Note: Early termination charges shall apply to terminations of Rental arrangements relating to office relocation or reorganization, but shall not apply in the case of terminations relating to locations which have been closed/down-sized due to cancellation of program funding.

Remaining Months	Early Termination Factor
48 to 60	12
36 to 47	9
24 to 35	6
12 to 23	4
6 to 11	3
3 to 5	1
0 to 2	0

1.10.2 Rental Termination Due to Non-Repairable Damage – for Equipment Category 1 and 2

In the event in which damage has been caused by MGCS/the Client to rental Equipment in Category 1 or 2 and it is deemed that the Equipment is not repairable, the Supplier shall be entitled to collect termination charges. Termination charges shall be based solely upon the Base Monthly Rental Rate for the Equipment, multiplied by the number of months remaining on the specific Equipment's Rental Term.

For example, the Supplier will collect eighteen hundred dollars ($1800) in termination charges relating to a non-repairable device with a Base Monthly Rental Rate of three hundred dollars ($300) and six (6) months remaining in the Rental Term.

1.10.3 Equipment Returns due to Order Error

The Supplier shall accept all Equipment, Consumables and Supplies returned by the Ministry that were not used and ordered incorrectly under this Agreement within thirty (30) Calendar Days from the delivery date.

The Supplier is able to redeploy Equipment returned to fulfill new procurements if the Equipment has been in use under this Agreement less than six (6) months.

1.11 Equipment and Services Matrix

The Supplier shall maintain an Equipment and Services Matrix, which may include but not be limited to the below:

a) Equipment Category

b) Equipment Sub-Category

c) Manufacturer Name

d) Manufacturer Part Number

e) Model

f) Warranty Type

g) Equipment Description

h) Service Description and Rates

i) Rates

1.12 OPS Information Technology Environment

The OPS Information Technology environment is highly complex, with many hardware facilities, operating systems, databases and application environments. This section provides an overview of the technology environments typically found in the Ontario Government, ministry computing facilities and the Wide Area Network (WAN) and is for background purposes only.

This information is not intended to be exhaustive or to provide the Supplier with any technical mandatory or rated requirements. It should not be used as an assumption of quantity, quality or integration.

1.12.1 OPS Network Environment

The Government of Ontario's network environment consists of Ethernet, IP based LAN/WLAN, WAN and Remote Access Services (VPN) to connect workstations to network enabled resources including email, enterprise applications, printers, servers, and databases, OPS data centres, and the Internet. This infrastructure supports public-facing services such as Service Ontario, 911 dispatch, traffic cameras, and applications such as the Ontario Student Assistance Program (OSAP). Network access is provided to approximately one thousand six hundred and thirty five (1,635) locations across the Province of Ontario

1.13 Environmental Practices

The Ontario government is concerned about the environment and has developed a number of environmental practices (i.e. energy savings; reduce, reuse and recycle initiatives) to be in place throughout the Term of the Agreement. It is a key priority for this VOR Arrangement to educate and promote changes in OPS and PFO awareness and behaviour, helping Clients to make greener and more sustainable choices.

1.13.1 ISO 14001 Certification

The Supplier (or its Original Equipment Manufacturer (OEM)) must be registered under ISO 14001 (2004) from a nationally accredited registrar under the ISO 14001 (2004) Program for the manufacturing facility where the specific Equipment being offered as part of this Vendor of Record Arrangement is manufactured.

1.13.2 Energy Star Registration

All Equipment must be Energy Star Certified, except in the case of Equipment Sub-Category 4D – Rugged Thermal Mobile Printer. In addition, all Equipment proposed for substitution during the term of the Agreement will be Energy Star Certified, except in the case of Equipment Sub-Category 4D – Rugged Thermal Mobile Printer.

The Supplier will be required to ship all Equipment with the Energy Star low-power feature activated or enabled. This eliminates the need for Clients to configure the power-management feature after delivery and helps to ensure that they use the energy-saving feature.

1.13.3 Environmental Ecologo/EPEAT Certification

All Equipment must be EcoLogo® certified or EPEAT® certified and/or an equivalent environmental performance certification recognized with membership in the Global Ecolabelling Network (GEN) (as per Government of Ontario IT Standard (GO-ITS) 90), except in the case of Equipment Category 4 – Compact and Mobile Printers where such Equipment may not be eligible for certification. Refer to GO-ITS #90 for the Acquisition of Electronic Equipment GO-ITS 90.

The Ecologo certification criteria CCD-035 for office machines (printers, copiers, facsimile machines, multifunctional devices, mailing machines) became effective March 1, 2009, and has replaced the previous criteria documents CCD-035 (photocopiers), CCD-036 (facsimile machines) and CCD-037 (laser printers).

Information on UL Environment/Canada CCD-035 is available at: http://www.ul.com/el.

1.14 Equipment Return and Recycling Program

a. The Supplier shall promote recycling through an established and ongoing Equipment (hardware) return and recycling program.

b. At the end of any rental term, the Supplier shall include Equipment Removal Services and take back by the Supplier any Equipment supplied on a rental basis under this Agreement and any resulting purchase order at no charge.

c. The Supplier shall comply with the Ontario Waste Electrical and Electronic Equipment (WEEE) Program Plan under the Waste Diversion Act and control the electronic waste produced through an equipment return and recycling program.

Acceptable processes include manual dismantling and sorting into major material categories (non-hazardous materials, electronic scrap materials, and hazardous materials) and mechanical processing for dismantling and/or material separation, with provision of dust collection and operator risk assessments and protection.

1.14.1 Supplies and Consumables Container Recycling Program

The Ontario government is concerned about the environment including the recycling of used and empty containers and packaging for Supplies and Consumables, through reduce, reuse and recycle programs. It is a key priority for this arrangement to educate and promote changes in OPS and PFO awareness and behavior regarding waste management.

The Supplier shall promote recycling through an established and ongoing Supplies and Consumables containers and packaging recycling program as per the following:

For all Client locations within the Province of Ontario, the Supplier shall provide its own Supplies and Consumables container recycling program by either:

- providing prepaid, postage-return labeling and packaging instructions with any Supplies and Consumables when they are originally delivered, or making them available for ordering, post-use, via internet download from the Supplier's website; or
- picking up used Supplies and Consumables containers at no charge.
- the Supplier must not impose restrictions or requirements on MGCS or any Client for the return and/or disposal of Supplies and Consumables containers (i.e. empty toner cartridges).

1.14.2 Packaging Recycling

The Supplier shall provide recycling of packaging through an established and ongoing packaging recycling program as per the following:

All materials in which the Equipment, Supplies and Consumables are packaged and shipped shall be recyclable.

The Supplier shall take back all packaging from the Client's site at the time of Equipment installation, or deposit recyclable materials directly into recycling bins/units at the Client site if available.

The Supplier shall reuse, recycle or dispose of all packaging materials removed from Equipment delivered under this Agreement and any resulting Purchase Order in an environmentally sensitive manner.

1.15 OPS Paper Standards

In December 2008, MGCS implemented a new paper procurement policy requiring that 100% of all virgin bulk paper purchased by Ontario government ministries must be certified by one of the following standards: Forest Stewardship Council (FSC), the Sustainable Forestry Initiative (SFI) or the Canadian Standards Association (CSA) with at least thirty percent (30%) of all virgin bulk paper acquired being FSC certified. The new policy demonstrates the government's commitment to sound environmental management practices and supports the conservation of Ontario's forests

The policy applies to all Ministries and Agencies (of ministries) that are covered under the Management Board of Cabinet (MBC) Procurement Directives.

The Ontario government has also made double-sided printing/copying the standard for in-house printers and copiers.

The procurement policy for paper does not specify FSC certification for recycled paper. However, the current Procurement Directive requires the use of Federal Environmental Choice Program's Ecologo standards for goods over $10,000. Ecologo set standards for recycled paper. Currently, recycled papers with the Ecologo mark contain a minimum of 30% recycled content.

The Supplier shall agree that all Equipment (excluding Rugged Mobile Printers) listed in Schedule B (Eligible Equipment and Rates) must be capable of handling both Recycled Paper and virgin Paper, and operate to the Original Equipment Manufacturer (OEM) specifications, with one of the following paper standards:

- For virgin paper – Forest Stewardship Council (FSC), the Sustainable Forestry Initiative (SFI) or the Canadian Standards Association (CSA); and
- For Recyclable Paper - paper manufactured according to the Canadian Federal Government Environmental Choice Program's Ecologo standard (CCD-077).

1.16 Testing of Equipment

During the Term of this Agreement, there will be instances where MGCS will request that the Supplier provide Equipment for evaluation and/or acceptance testing to enable MGCS to ensure technical compliance for Clients to assess suitability for this purpose.

- MGCS reserves the right to request any Equipment proposed for substitution during the term of this Agreement in order to conduct technical and functional compliance testing; and
- Clients may request the Supplier to provide Equipment for testing, in order to determine that the Equipment meets their specific requirements, and functions in their individual IT Environment; and to assess its suitability for their purposes.

During the term of this Agreement (i.e. at the time of Equipment Substitution), the Supplier may be requested to provide, for a period of no less than ninety (90) days and not to exceed one hundred and fifty (150) days at no charge to MCGS (including no charge for delivery, installation and removal Services), one (1) unit of any Equipment Sub-Category so that MGCS may conduct technical and functional compliance testing in its technology environment:

During the term of this Agreement: In the event that during the technical and functional compliance test, it is determined, at the sole discretion of MGCS, that one (1) or more of the minimum Equipment requirements fail to meet the minimum mandatory specifications set out for each Equipment, the Supplier will have its proposed Equipment for substitution disqualified. In the event a Supplier's substitution is disqualified; the Supplier will identify an alternative substitute Equipment.

The Ministry's IT Staff will perform technical and functional compliance testing that will consist of, but not be limited to, a standard technical and functional acceptance test to determine whether Equipment proposed in each Equipment Category:

- Meets the minimum Equipment requirements;
- Is compatible with Client's existing Equipment and other proposed Equipment in a forward environment;
- Is compatible with the software used by the Client (office suite(s), applications and management tools); and
- Is compatible with the Client's technology environment.

The Supplier shall also agree that, during the Term of this Agreement, it will provide one (1) unit of any Equipment Sub-Category to the Client at the Client's location, for a period of up to thirty (30) days and at no charge to the Client including no charge for delivery, installation and Removal Services, so that the Client may evaluate the proposed Equipment in the Client's technology environment. Volume is expected to be 0-2 evaluation units per year.

1.17 Dedicated Website

The Supplier shall create and maintain a dedicated internet website specific to the Ministry/Agreement. The Supplier shall be responsible for keeping the Information contained within the website current and updated throughout the Agreement.

The Supplier shall notify the Ministry of any changes to the website URL or site specific issues within two (2) Business Days, and shall provide the remediation timeframe.

Specifically, information contained within the website shall include but not be limited to:

- Specifications and information for all Eligible Equipment including historic Equipment;
- Support and technical information, including links to print drivers and updates (e.g. firmware and security patches);
- Reference manuals;
- Training materials and documentation;
- Training videos including quick-start demonstrations, use of common functions such as scanning, copying, faxing for each Equipment Sub-Category;
- Reference documentation/video to complete Print Authentication Services card registration;
- Supplies and Consumable ordering portal; and
- Directions for recycling and collection programs, including how to return empty toner containers for recycling and printable mailing labels.

1.17.1 Website Services and Accessibility

The Supplier must conform to Web Content Accessibility Guidelines (WCAG) 2.0 AA in accordance with the timelines for compliance prescribed in the Integrated Accessibility Standards Regulation (IASR) under the Accessibility for Ontarians with Disabilities Act (AODA), where practicable, Materials related to this project must be provided at a minimum in HTML and accessible PDF, and other formats upon request.

1.17.2 **Accessibility for IT Learning and Training Services**

The Supplier will ensure all training material associated with the deliverables meet accessibility requirements as outlined in the Accessibility for Ontarians with Disabilities Act (AODA).

Training must be accessible to persons with disabilities. In-class training sessions must be offered in facilities which are accessible to persons with mobility disabilities.

Suppliers, associates and subcontractors must be able to demonstrate an understanding of accessibility and accommodation requirements of persons with disabilities in the delivery of their programs and Services, including:

i) An understanding of how accessibility software (such as JAWS, Dragon Naturally Speaking, Zoom text) interacts with I&IT and desktop applications; and

ii) Understanding of the use of TTY's, interactive voice response (IVR) technology (which allows a computer to interact with humans through the use of voice and Dual-tone multi-frequency signaling (DTMF) keypad inputs), captioning use in the development of videos, audio description, etc.

Training must take place in facilities which are accessible to persons with mobility disabilities. It is expected that accessibility needs of trainers and trainees will be accommodated in the provision of Services.

Upon request, additional accessibility related assistance including alternate formats of print and electronic information and sign language interpreters (for example) must be arranged by the Supplier in the format of the user's preference.

1.17.3 Accessibility Support of Equipment and Commercial Off-the-Shelf (COTS) Software

Conformance to Web Content Accessibility Guidelines (WCAG) 2.0 level AA must be one of the criteria used in evaluating COTS software purchases.

The Supplier shall provide Accessibility Support for Equipment as set out in Schedule C (Services Specifications).

1.18 Supplies and Consumables

The Supplier shall deliver Supplies and Consumables to any and all Clients, FOB Destination – Freight Prepaid, regardless of order size/quantity. FOB Destination shall be understood to mean from the Supplier's docking bay to the OPS receiving location identified on the purchase order. No additional delivery costs will be paid by the Client for delivery of Supplies, Consumables or any returns of the aforementioned to a specific location where the replacement is due to faulty or wrongly delivered components or items.

The Supplier shall provide only OEM Consumables. The Supplier may not deny Client requests for reasonable quantity of Consumables. For example, Clients may request to have on hand spare toner cartridges(s) due to high Equipment use and/or high profile requirements.

1.19 Reporting

The Supplier shall provide, at no additional cost to the Ministry, a range of complete and accurate reports related to the provisioning and support of the Equipment and Services provided including Equipment/activity reports, Service Level Performance reports, Warranty Service reports, and Consumable provision reports.

Reports shall be provided in electronic format to the Ministry, as well as be available on the Supplier's online document repository (e.g. SharePoint.)

Unless otherwise agreed to by the Ministry, the Ministry's ITSM Toolset will be the authoritative source for all asset management and performance data.

Refer to Schedule C.1 (Services Specifications - Reporting Requirements) for further detail.

1.20 Service Management

Information Technology Infrastructure Library (ITIL) is the basis for the management of information technology within the OPS. The OPS is currently evolving its IT Service Management framework using the ITIL best practices and the Supplier shall operate effectively within that framework, both from a process and a technology perspective.

The OPS has adopted process and procedure standards that are widely used throughout industry and other jurisdictions, to support seamless interoperability in the delivery of e-government services. These publications, known as GO-ITS Standards, provide policy guidance and administrative information for the implementation of new or revised Information Technology (IT) standards and are prepared for use within the OPS. In particular, they set out whether the application of an IT standard is mandatory and any specifications for implementation of the particular standard. The publications are under the copyright of the Queen's Printer for Ontario.

The Government of Ontario Information Technology Standards (GO-ITS) are available at:

www.itstandards.gov.on.ca

The Supplier must comply with the ITSM GO-IT Standards including but not limited to portable process guides:

GO-ITS 35 OPS Enterprise Change Management V2.0.
GO-ITS 36 Configuration Management Portable Guide V1.1.
GO-ITS 37 Enterprise Incident Management V2.0.
Normative Reference to GO-ITS 37: Major Incident Protocol V1.0.
GO-ITS 38 Enterprise Problem Management Process Version 2.0.
GO-ITS 44 ITSM Terminology Reference Model Portable Guide
GO-ITS 55 IT Service Desk Interaction Model V1.0. July 2007

Requirements for Service Management of Desktop Services not currently established within the GO-ITS standards, shall default to the following ITIL processes:

Service Level Management
Availability Management
Capacity Management
Financial Management

The Supplier is directed to Schedule F for a more detailed description of OPS ITS Service Management.

1.21 Transition Services

The Ministry intends to begin acquiring the deliverables from the Supplier following the expiration of the current VOR Agreement, Jan 31, 2015. Suppliers should note that the Ministry is under no obligation to terminate any existing arrangement early, in whole or in part.

The Supplier shall provide a project plan for the transition-in period, which coincides with the transition-in requirements set forth in section 1.21.1. Any approvals or direction required regarding the transition-in plan will be provided by the Ministry and Supplier Transition Manager. Any escalated issues shall be reported to the following individuals in the sequence identified below:

1. Ministry Transition Manager and/ Supplier Transition Manager;
2. Director of Desktop and Field Services and Supplier Executive Sponsor

Any changes to the transition-in plan shall require prior written approval of the Ministry Transition Manager.

1.21.1 Transition-In

1. The Supplier shall make such revisions to the transition-in plan that is reasonably required to comply with any such conditions imposed by the Ministry.
2. The Supplier shall work with the Ministry during the transition period to develop policy and procedure guides that outline the key interaction points and measures between the Ministry and the Supplier.
3. The transition by the Supplier shall be completed within two (2) months of the Execution Date of the Agreement.
4. During the transition period, the Ministry requires that Equipment and Service continuity be maintained between the outgoing Supplier's deliverables and the introduction of the Successful Supplier's Equipment and Services. The Successful Supplier shall, where necessary, coordinate any transition and cutover activities from the outgoing Supplier to the Successful Proponent's Equipment and Services.
5. The finalized Transition-in plan shall provide for the completion of all key activities within two (2) months of the Effective Date:
   a) Completion of any reviews, tests and validations to ensure all proposed Equipment and Services comply with this Agreement;
   b) Complete activation of the Supplier's operations centre services for managing Incidents and taking Service Requests;
   c) Complete any Supplier training to support all deliverables including Asset Management, reporting, Service Management including submitting Service Requests, and Warranty Services.

Note: As the Ministry is currently working to implement a new ITSM toolset, the following will not be required during the two (2) month transition period, but will take place following the Execution of the Agreement upon notification from the Ministry:

a) The Supplier shall develop and integrate their ITSM Toolset with the OPS Toolset further described in Schedule F (Service Management)

1.21.2 Role of the Parties: Transition-In

1.21.2.1 Role of the Ministry

During the transition-in period, the Ministry will create a transition team, who will carry out the Ministry's activities within the transition project plan (the "Ministry Transition Team"). The team will facilitate execution of the transition plan and work with the Supplier to integrate to the Ministry's processes and tools.

1.21.2.2 Role of the Supplier

1. During the transition-in period, the Supplier shall assign a transition management team. This team shall consist of Supplier personnel who are suitably qualified in: the procurement and delivery of Equipment and Services; security, Configuration Management, Incident and Problem management; business operations; billing management and service management to fulfill the Supplier's obligations related to the initial transition-in.

2. The Supplier's transition management team shall implement and complete initial transition within the prescribed timelines and in accordance with the approved transition-in project plan.

3. The Supplier shall augment its transition management team with additional resources in order to successfully complete all transition activities within the prescribed timeframes.

4. The Supplier is responsible to schedule and/ attend regularly scheduled transition status meetings.

1.21.3 Transition-Out

1. The Supplier shall provide transition-out services upon notification by the Ministry, up to one hundred and eighty (180) days prior to the effective date of the termination or expiration of this Master Agreement.

2. Transition-out services shall include migrating the provisioning of the Equipment and Services previously provided by the Supplier to a new service provider or to the Ministry. The Supplier shall assist the orderly transfer of the Services with minimal disruption to the operations of the Ministry.

3. The Supplier shall provide transition-out services under any termination scenario for a period that will commence upon notification by the Ministry and shall continue as determined solely by the Ministry.

4. The Supplier shall provide transition-out services at the Rate specified in Schedule B (Eligible Equipment and Rates). This Rate shall be set out as a monthly charge. The Ministry may, in its sole discretion, require transition-out services for a period in excess of one month. If the Ministry requires transition-out services for an additional period, the applicable Rate will be the transition-out Rate quoted in Schedule B (Eligible Equipment and Rates) for each full month of transition-out service; if the additional period is part of a month, the fee applicable will be a pro rata portion determined as follows: the monthly fee multiplied by the number of days for which transition-out services are provided in that month divided by the total number of days in that month. For example, if transition-out services are required for the month of April and half of May and if the transition-out Rate is $100, the total Rate for transition-out services will be $100 + (100x15/31).

1.21.4 Role of the Parties: Transition-out

1.21.4.1 Role of the Ministry

The Ministry will set the overall direction to the Supplier for the transition-out services and activities

1.21.4.2 Role of the Supplier

a) The Supplier shall provide the transition-out services in a fully co-operative manner with the Ministry or a new supplier/service provider. All obligations of the Supplier under the Agreement shall continue during the period of transition-out services. The Services and Service Levels as described within Schedule C (Services Specifications) shall continue to apply.

b) The Supplier shall provide copies of all information upon request from the Ministry (paper or electronic, manuals, documents, spreadsheets or databases) relating to the Equipment and Services provided and developed in connection with the Agreement, for the Ministry or its designate.

1.22 Human Resource Management

1.22.1 Supplier Personnel General

The Supplier shall ensure that all personnel necessary to complete the Deliverables:

1. Are security cleared as per Section 5 of the RFB Terms and Conditions Sub-section 5.7.1 Contractor Security Screening and this Agreement.

   Supplier Personnel shall carry with them:

   (a) clearly visible identification cards, each showing the individual's name, a recent photograph and his/her employer's name, when accessing any Ministry Locations; the Supplier shall be responsible for all costs associated with photo ID cards;

   (b) CPIC clearance number and expiry date;

2. Comply with all security and confidentiality obligations contained in the Agreement;
3. Understand that the Equipment located at the Ministry locations contain confidential data, and that the Equipment will be handled according to Government data security requirements;
4. Are escorted by a Client or designate when accessing secure designated Ministry locations;

The Ministry may at any time during the Term of the Agreement (and any extensions) require the Supplier and the Supplier's personnel including any and all Sub-Contractor personnel to undergo additional security clearances. The Supplier shall provide the information and complete the forms required for the clearances to meet current Ministry security clearance requirements.

The Supplier shall ensure that all security clearances for itself and for the Supplier's Personnel including any and all Sub-Contractor personnel continue to be valid for as long as the Supplier and the Supplier's personnel including any and all Sub-Contractor personnel provide Deliverables under the Agreement.

The Supplier shall immediately notify the Ministry upon any termination of Supplier or Sub-Contractor personnel relevant to this Agreement.

In a case where the Ministry has issues or concerns with the appointed representative during the Term of Agreement; the Ministry may request another representative to be appointed.

1.22.2 Executive Sponsor

The Supplier shall assign an individual as the executive sponsor to oversee the Deliverables provided by the Supplier. For the purposes of this Agreement, the individual known as the executive sponsor shall be the Supplier's executive who holds the highest level of approval authority for the Deliverables. This individual will be the senior executive available to the Ministry's senior executive for periodic reviews and problem escalation.

1.22.3 Human Resources Management – Service Manager

The Supplier shall assign an individual as the Service Manager. The Service Manager shall be responsible for administering the Agreement on behalf of the Supplier, and shall be responsible for day to day contact with the Ministry in fulfilling the Supplier's obligations under the Agreement.

The duties of the Supplier's services manager shall include, without limitation:

a) Resolution of any and all issues arising under the Agreement;
b) Engagement of technical and subject matter expert resources as required;
c) Participation in meetings with Ministry representatives;
d) Service level management; monitoring compliance with Service Levels;
e) Customer relationship management;
f) Meeting logistical requirements for performance of the Deliverables;
g) Responding to escalations;

The Supplier shall provide a minimum of thirty (30) days' notice before changing the Service Manager assigned to the Ministry account.

The Supplier's Service Manager shall have authority to represent the Supplier throughout the continuance of the Agreement and shall be available for day to day contact with the Ministry.

1.22.4 Technical Support Manager

The Supplier shall assign an individual as the technical support manager. The technical support manager shall be responsible for supporting and delivering the Deliverables as defined within the Agreement. The duties of the Supplier's technical support manager shall include, without limitation:

a) Incident and service management escalation;
b) Disaster and contingency planning and testing services
c) Monitoring compliance with Service Levels;
d) Participation in meetings with Ministry representatives;
e) Provisioning of performance reports at mutually agreed upon meetings.

The Supplier shall provide a minimum of thirty (30) days' notice before changing the technical support manager assigned to the Ministry account.

The Supplier shall ensure that both the original technical support manager and the proposed replacement are assigned to the Ministry account for a minimum of fifteen (15) days to enable the transition of responsibility and that the Supplier's achievement against the Service Level compliance is not adversely affect.

1.23 Management of the VOR Arrangement: Meetings

The Supplier's services manager and the supplier's technical support manager shall participate in monthly meetings with Ministry representatives. Such meetings may include the following:

1. Account management reviews:
    a) Review Supplier performance with respect to the Service Level requirements;
    b) Discuss deficiencies and service improvement/remediation plans;
    c) Discuss opportunities to maximize value and reduce costs;
    d) Opportunity for the Supplier to provide recommendations to enhance the Services with an objective to support continuous service improvement;
2. Operational Reviews:
    a) Review of operational issues;
    b) Review the status of outstanding Equipment problems and complaints;
    c) Review of the service delivery process;
    d) Discuss security threats/vulnerabilities and remediation plans/progress;
    e) inventory management reviews / audits;

Meetings shall be held either via telephone (audio) conference or face to face and held at a Ministry Location within the GTA (unless otherwise agreed by the Ministry.)

In situations where the Supplier's representative and the Ministry representative are unable to come to an adequate and suitable resolution to any particular issue, the issue will then be escalated to senior management for review in accordance with the terms of the Agreement.

1.24 Payment by Electronic Funds Transfer (i.e. Direct Deposit) For Suppliers

Payment by direct deposit is the Government of Ontario's primary payment method. Direct deposit recipients will receive a detailed remittance notification via e-mail for every payment deposit to their bank account. Advantages of Payments by Electronic Fund Transfer (EFT) and corresponding E-mail notification are:

- Faster, more efficient direct deposit payments to the Vendors designated bank account.
- Vendors receive an automatic e-mail notification of your payment for easy reconciliation.
- Direct deposit provides the best service to recipients, fastest turnaround, at the lowest cost to taxpayers with the highest degree of transaction security.

For more information go to: www.ontario.ca/supplychain

SCHEDULE A - EXHIBIT 1

MANUFACTURER'S UNDERTAKINGS

[See insert for signed Manufacturer's Undertakings]

SCHEDULE B

ELIGIBLE EQUIPMENT AND RATES

Note: For a further summary and description of Rates please refer to Sections 1.5 and 1.6 of Schedule A.

Common Requirements (For Service details, refer to Schedule C)	
PER DATA STORAGE MEDIA	**1 Unit**
Data Storage Media Retention	$0.00

Acquisition, Configuration and Delivery of Equipment (For Service details, refer to Schedule C)		
PER DEVICE	**Device Category**	**Restocking Fee**
Equipment Restocking Fee (flat rate)	Categories 1 & 2	$0.00

Installation of Equipment (For Service details, refer to Schedule C)	
PER DEVICE	**During Business Hours**
On-site Installation - Equipment Category 4	$95.00
On-site Installation - Non-Standard Equipment	$95.00
On-site Installation - Additional Equipment Options	$95.00

Training Services for Equipment (For Service details, refer to Schedule C)	
PER HOUR (Note: Rate does not apply to either End User Training for Equipment Categories 1, 2 and 3 or Specialized IT Training to the Ministry's IT Staff)	**During Business Hours**
Training (per hour, minimum 2 hours)	$95.00

Off-Warranty Services for Equipment (For Service details, refer to Schedule C)	
PER HOUR	**During Business Hours**
Service Technician (per hour) (initial hour including travel)	$95.00
Service Technician (per hour) (each subsequent hour excluding travel)	$95.00

Equipment Move Services (For Service details, refer to Schedule C)				
PER DEVICE (Note: Rate does not apply to Scenario 1: Move - Within the Building/Complex for all Eligible Equipment)	**Device Category Grouping**	**1 Unit**	**2-5 Units**	**6 or More Units**
Scenario 1: Move - Within the Building/Complex	Base / Workgroup	$180.00	$140.00	$120.00
Scenario 1: Move - Within the Building/Complex	Departmental / High Volume[1]	$180.00	$140.00	$120.00
Scenario 1: Move - Within the Building/Complex	Desk-side Personal Printer	$120.00	$100.00	$80.00
Scenario 1: Move - Within the Building/Complex	Other/Standalone device (e.g. fax machine)	$120.00	$100.00	$80.00
Scenario 2: Move - Full (Disconnect, reconnect and transport)	Base / Workgroup	$280.00	$240.00	$190.00
Scenario 2: Move - Full (Disconnect, reconnect and transport)	Departmental / High Volume[1]	$280.00	$240.00	$190.00
Scenario 2: Move - Full (Disconnect, reconnect and transport)	Desk-side Personal Printer	$280.00	$240.00	$190.00
Scenario 2: Move - Full (Disconnect, reconnect and transport)	Other/Standalone device (e.g. fax machine)	$280.00	$240.00	$190.00
Scenario 3: Move - Post-Move Reconnect Only	All Device Categories	$95.00	$75.00	$60.00

[1]Note: "High Volume" is not a defined Equipment Category within this Agreement. The Supplier will utilize this rate for Equipment that is greater in size and specification than the Departmental MFD Category. The Ministry has the sole discretion as to accept or reject the utilization of this rate.

Equipment Removal Services (For Service details, refer to Schedule C)				
PER DEVICE / FLAT RATE (Note: Rates do not apply to Eligible Equipment in Categories 1 & 2)	**Device Sub-Category**	**1 Unit**	**2-5 Units**	**6 or More Units**
Removal (and return to Equipment owner or Surplus Asset Management)	Base MFD	$180.00	$140.00	$120.00
Removal (and return to Equipment owner or Surplus Asset Management)	Workgroup MFD / Printer	$180.00	$140.00	$120.00
Removal (and return to Equipment owner or Surplus Asset Management)	Departmental MFD / Printer	$180.00	$140.00	$120.00
Removal (and return to Equipment owner or Surplus Asset Management)	High Volume MFD / Printer[1]	$180.00	$140.00	$120.00
Removal (and return to Surplus Asset Management)	Desk-side Personal Printer	$120.00	$100.00	$80.00
Removal (and return to Surplus Asset Management)	Compact or Mobile Printer	$120.00	$100.00	$80.00
Removal (and return to Equipment owner or Surplus Asset Management)	Other / Standalone device (e.g. fax machine)	$120.00	$100.00	$80.00
PER DATA STORAGE MEDIA / FLAT RATE (Note: Rate does not apply to Eligible Equipment in Categories 1 & 2)	**Device Sub-Category**			
Sanitization of Data Storage Media	Applies to all Categories	$125.00		

[1]Note: "High Volume" is not a defined Equipment Category within this Agreement. The Supplier will utilize this rate for Equipment that is greater in size and specification than the Departmental MFD Category. The Ministry has the sole discretion as to accept or reject the utilization of this rate.

Additional Print Support Services (For Service details, refer to Schedule C)	
PER HOUR	**During Business Hours**
Additional Print Support rate (per hour) (initial hour including travel) - Project Manager	$150.00
Additional Print Support rate (per hour) (initial hour including travel) - Technical resource	$150.00
Additional Print Support rate (per hour) (each subsequent hour excluding travel) - Project Manager	$125.00
Additional Print Support rate (per hour) (each subsequent hour excluding travel) - Technical resource	$125.00
Additional Print Support bulk rate (per hour) (for work requiring 50+ hours) - Project Manager	$100.00
Additional Print Support bulk rate (per hour) (for work requiring 50+ hours) - Technical resource	$100.00

TABLE 1A - MONOCHROME BASE MFD	
Monthly Volume Range 0 - 5,000	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio MP 301SPF**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**240416185**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included	
BASE MONTHLY RENTAL:	**Base Monthly Rental**
Base Monthly Rental (per Month)	**$26.25**
METER CHARGE / COST PER COPY (Enhanced Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.01100**
METER CHARGE / COST PER COPY (Premium Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.01210**
SHORT TERM: BASE MONTHLY RENTAL (9 to 18 months):	**Short-Term Base Monthly Rental**
Base Monthly Short-Term Rental Rate (per Month):	**$28.88**

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.				
Feature	**Minimum: Specification Requirements**	**Equipment Specification**	**Part #**	**Rate**
Spare tray (Monthly Rate)	Adjustable paper tray ≥150 Sheets	Paper Feed Unit Type PB 1040 - 500-sheet paper bank supporting up to legal size paper. Up to two (2) can be added to the MP 301SPF.	241416203	**$1.84**
Fax board (Monthly Rate)	Super G3 (or greater) fax board	Enables fax capabilities: 33.6Kbps, approximately 2 second transmission speed, standard JBIG. Standard 320 pages memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), fax forwarding to email & paperless fax function.	Not Applicable	**$0.00**

EQUIPMENT CATEGORY 1 - Sub-Category 1A - Monochrome Base MFD

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.

Feature	Equipment Specification	Part #	Rate
Additional Equipment 1 (Monthly Rate)	Universal USB Keyboard for Ricoh MFP's (With Type M3 Bracket)	720100266FNG/241416909	**$1.53**
Additional Equipment 2 (Monthly Rate)	Gigabit Ethernet Board Type A	741402547	**$5.70**
Additional Equipment 3 (Monthly Rate)	Fax Connection Unit Type C	241416194	**$2.62**
Additional Equipment 4 (Monthly Rate)	IEEE 802.11a/g Wireless Interface Unit Type J	241414008	**$1.84**
Additional Equipment 5 (Monthly Rate)	Short Cabinet Type FAC 58	241416442	**$2.33**
Additional Equipment 6 (Monthly Rate)	Tall Cabinet Type FAC 57	241416441	**$2.83**
Additional Equipment 7 (Monthly Rate)	Convenience Power Stapler	241EH-C591R	**$3.83**

TABLE 1B - COLOUR BASE MFD	
Monthly Volume Range 0 - 5,000	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio MP C305SPF**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**240416011**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included	
BASE MONTHLY RENTAL:	**Base Monthly Rental**
Base Monthly Rental (per Month)	**$31.25**
METER CHARGE / COST PER COPY (Enhanced Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.01100**
Cost Per Copy Rate Colour	**$0.07500**
METER CHARGE / COST PER COPY (Premium Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.01210**
Cost Per Copy Rate Colour	**$0.08250**
SHORT TERM: BASE MONTHLY RENTAL (9 to 18 months):	**Short-Term Base Monthly Rental**
Base Monthly Short-Term Rental Rate (per Month):	**$34.38**

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.				
Feature	**Minimum: Specification Requirements**	**Equipment Specification**	**Part #**	**Rate**
Spare tray (Monthly Rate)	Adjustable paper tray ≥150 Sheets	Paper Feed Unit PB1050 - 500-sheet paper bank supporting up to legal size paper. Up to two (2) can be added to the MP C305SPF.	241416017	$2.82
Fax board (Monthly Rate)	Super G3 (or greater) fax board	Enables fax capabilities: 33.6Kbps, approximately 2 second transmission speed, standard JBIG. Standard 320 pages memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), fax forwarding to email & paperless fax function.	Not Applicable	$0.00

EQUIPMENT CATEGORY 1 - Sub-Category 1B - Colour Base MFD **ADDITIONAL EQUIPMENT OPTIONS -** Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.			
Feature	**Equipment Specification**	**Part #**	**Rate**
Additional Equipment 1 (Monthly Rate)	Universal USB Keyboard for Ricoh MFP's (With Type M3 Bracket)	720100266FNG/241416909	**$1.53**
Additional Equipment 2 (Monthly Rate)	1 Bin Tray BN1010	241416017	**$2.33**
Additional Equipment 3 (Monthly Rate)	IEEE 802.11a/g Wireless Interface Unit Type J	241414008	**$6.68**
Additional Equipment 4 (Monthly Rate)	Short Cabinet MP C305	241100468FNG	**$2.73**
Additional Equipment 5 (Monthly Rate)	Medium Cabinet MP C305	241100469FNG	**$2.87**
Additional Equipment 6 (Monthly Rate)	Tall Cabinet MP C305	241100470FNG	**$3.03**
Additional Equipment 7 (Monthly Rate)	Convenience Power Stapler	241EH-C591R	**$3.83**

TABLE 1C - MONOCHROME WORKGROUP MFD	
Monthly Volume Range 5,001 - 15,000	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio SP 5200S**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**240406851**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included	
BASE MONTHLY RENTAL:	**Base Monthly Rental**
Base Monthly Rental (per Month)	**$31.25**
METER CHARGE / COST PER COPY (Enhanced Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.00800**
METER CHARGE / COST PER COPY (Premium Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.00880**
SHORT TERM: BASE MONTHLY RENTAL (9 to 18 months):	**Short-Term Base Monthly Rental**
Base Monthly Short-Term Rental Rate (per Month):	**$34.38**

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.				
Feature	**Minimum: Specification Requirements**	**Equipment Specification**	**Part #**	**Rate**
Spare tray (Monthly Rate)	Spare tray (≥500 adjustable)	Paper Feed Unit TK1090 Paper Feed Unit - 1x550 sheet PFU (up to 2 can be installed)	741406599	$2.86
Fax board (Monthly Rate)	Super G3 (or greater) fax board	Fax Option Type SP5200 - Fax Option - 33.6Kbps, 2 Second Transmission Speed, Standard JBIG Compression, Standard SAF Memory of approximately 320 Pages.	741406594	$4.51

EQUIPMENT CATEGORY 1 - Sub-Category 1C - Monochrome Workgroup MFD **ADDITIONAL EQUIPMENT OPTIONS -** Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.			
Feature	**Equipment Specification**	**Part #**	**Rate**
Additional Equipment 1 (Monthly Rate)	Universal USB Keyboard for Ricoh MFP's (With Type M3 Bracket)	720100266FNG/241416909	**$1.53**
Additional Equipment 2 (Monthly Rate)	Paper Feed Unit TK1100	741406600	**$4.62**
Additional Equipment 3 (Monthly Rate)	Tall Cabinet Type FAC 57	241416441	**$2.83**

TABLE 1D - COLOUR WORKGROUP MFD	
Monthly Volume Range 5,001 - 15,000	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio MP C401**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**240416969**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included	
BASE MONTHLY RENTAL:	**Base Monthly Rental**
Base Monthly Rental (per Month)	**$41.25**
METER CHARGE / COST PER COPY (Enhanced Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.00800**
Cost Per Copy Rate Colour	**$0.05700**
METER CHARGE / COST PER COPY (Premium Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.00880**
Cost Per Copy Rate Colour	**$0.06270**
SHORT TERM: BASE MONTHLY RENTAL (9 to 18 months):	**Short-Term Base Monthly Rental**
Base Monthly Short-Term Rental Rate (per Month):	**$45.38**

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.				
Feature	**Minimum: Specification Requirements**	**Equipment Specification**	**Part #**	**Rate**
Spare tray (Monthly Rate)	Spare tray (≥500 adjustable)	PB1000 Paper Feed Unit 1 Tray Paper Bank - 1x550 sheet paper tray	241415123	$3.60
Fax board (Monthly Rate)	Super G3 (or greater) fax board	Fax Option Type M10 Enables fax capabilities: 33.6Kbps, approximately 2 second transmission speed, standard JBIG. Standard 320 pages memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), fax forwarding to email & paperless fax function.	241416976	$4.51

EQUIPMENT CATEGORY 1 - Sub-Category 1D - Colour Workgroup MFD **ADDITIONAL EQUIPMENT OPTIONS -** Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.			
Feature	**Equipment Specification**	**Part #**	**Rate**
Additional Equipment 1 (Monthly Rate)	Universal USB Keyboard for Ricoh MFP's (With Type M3 Bracket)	720100266FNG/241416909	**$1.53**
Additional Equipment 2 (Monthly Rate)	Smart Operation Panel Type M10	241417121	**$3.35**
Additional Equipment 3 (Monthly Rate)	PB1010 Two-Tray Paper Feed Unit	241415122	**$10.12**
Additional Equipment 4 (Monthly Rate)	OCR Unit Type M2	241416605	**$3.02**
Additional Equipment 5 (Monthly Rate)	Wireless LAN Unit Option	741407113	**$6.97**
Additional Equipment 6 (Monthly Rate)	Cabinet FAC 50 Medium	241415752	**$2.91**
Additional Equipment 7 (Monthly Rate)	Cabinet FAC 49 Tall	241415751	**$2.75**
Additional Equipment 8 (Monthly Rate)	Convenience Power Stapler	241EH-C591R	**$3.83**

TABLE 1E - MONOCHROME WORKGROUP TABLOID MFD	
Monthly Volume Range 5,001 - 15,000	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio MP 4002SP**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**240415956**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included	
BASE MONTHLY RENTAL:	**Base Monthly Rental**
Base Monthly Rental (per Month)	**$51.25**
METER CHARGE / COST PER COPY (Enhanced Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.00800**
METER CHARGE / COST PER COPY (Premium Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.00880**
SHORT TERM: BASE MONTHLY RENTAL (9 to 18 months):	**Short-Term Base Monthly Rental**
Base Monthly Short-Term Rental Rate (per Month):	**$56.38**

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.				
Feature	**Minimum: Specification Requirements**	**Equipment Specification**	**Part #**	**Rate**
Spare tray (Monthly Rate)	Spare tray (≥500 adjustable)	Paper Feed Unit PB3130 Two-tray Paper Feed Unit (2 x 550 sheets) - Standard configuration includes 3rd and 4th drawer (2x 550) + (1x100) +(2x550)= 2300 sheets	241415793	$0.00
Fax board (Monthly Rate)	Super G3 (or greater) fax board	Fax Option Type 5002 Fax modem kit adding walk-up, network and IP-fax functionality to the MFP. Includes 33.6 Kbps, 2 Second Transmission speed, standard JBIG. Standard 320 Page memory.	241416156	$4.71

EQUIPMENT CATEGORY 1 - Sub-Category 1E - Monochrome Workgroup Tabloid MFD

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.

Feature	Equipment Specification	Part #	Rate
Additional Equipment 1 (Monthly Rate)	Universal USB Keyboard for Ricoh MFP's (With Type M3 Bracket)	720100266FNG/241416909	**$1.53**
Additional Equipment 2 (Monthly Rate)	LCIT RT3030	241416548	**$8.99**
Additional Equipment 3 (Monthly Rate)	1 Bin Tray BN3110	241416552	**$5.09**
Additional Equipment 4 (Monthly Rate)	Internal Finisher SR3180 (with stapleless stapler)	241416950	**$8.71**
Additional Equipment 5 (Monthly Rate)	Paper Feed Unit PB3220	241417268	**$5.38**
Additional Equipment 6 (Monthly Rate)	Paper Feed Unit PB3150	241416545	**$6.42**
Additional Equipment 7 (Monthly Rate)	Finisher SR3130	241416543	**$13.86**

TABLE 1F - COLOUR WORKGROUP TABLOID MFD	
Monthly Volume Range 5,001 - 15,000	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio MP C3003**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**240416502**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included	
BASE MONTHLY RENTAL:	**Base Monthly Rental**
Base Monthly Rental (per Month)	**$51.25**
METER CHARGE / COST PER COPY (Enhanced Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.00800**
Cost Per Copy Rate Colour	**$0.05700**
METER CHARGE / COST PER COPY (Premium Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.00880**
Cost Per Copy Rate Colour	**$0.06270**
SHORT TERM: BASE MONTHLY RENTAL (9 to 18 months):	**Short-Term Base Monthly Rental**
Base Monthly Short-Term Rental Rate (per Month):	**$56.38**

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.				
Feature	**Minimum: Specification Requirements**	**Equipment Specification**	**Part #**	**Rate**
Spare tray (Monthly Rate)	Spare tray (≥500 adjustable)	Paper Feed Unit PB3160 Two-tray Paper Feed Unit (550x2) - Standard configuration includes 3rd and 4th drawer (2x 550) + (1x100) +(2x550)= 2300 sheets	241416544	$0.00
Fax board (Monthly Rate)	Super G3 (or greater) fax board	Fax Option Type M3 Fax Option - enables fax capabilities: 33.6Kbps, approximately 2 Second Transmission Speed, Standard JBIG. Standard 320 Pages Memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), Fax Forwarding to Email & Paperless Fax function.	241416556	$4.85

EQUIPMENT CATEGORY 1 - Sub-Category 1F - Colour Workgroup Tabloid MFD **ADDITIONAL EQUIPMENT OPTIONS -** Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.			
Feature	**Equipment Specification**	**Part #**	**Rate**
Additional Equipment 1 (Monthly Rate)	Universal USB Keyboard for Ricoh MFP's (With Type M3 Bracket)	720100266FNG/241416909	**$1.53**
Additional Equipment 2 (Monthly Rate)	Finisher SR3140/Bridge Unit BU3070	241416539/241416551	**$9.09**
Additional Equipment 3 (Monthly Rate)	Camera Direct Print Card Type M4	241416594	**$2.39**
Additional Equipment 4 (Monthly Rate)	Finisher SR3160	241416541	**$19.87**
Additional Equipment 5 (Monthly Rate)	Booklet Finisher SR3170	241416542	**$28.84**
Additional Equipment 6 (Monthly Rate)	Internal Finisher SR3130	241416543	**$6.42**
Additional Equipment 7 (Monthly Rate)	LCIT RT3030	241416548	**$10.67**
Additional Equipment 8 (Monthly Rate)	1 Bin Tray BN3110	241416552	**$5.09**

TABLE 1G - MONOCHROME DEPARTMENTAL MFD	
Monthly Volume Range 15,001 - 35,000	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio MP 5002SP**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**240415956**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included				
BASE MONTHLY RENTAL:				**Base Monthly Rental**
Base Monthly Rental (per Month)				**$71.25**
METER CHARGE / COST PER COPY (Enhanced Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)				**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome				**$0.00590**
METER CHARGE / COST PER COPY (Premium Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)				**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome				**$0.00649**
SHORT TERM: BASE MONTHLY RENTAL (9 to 18 months):				**Short-Term Base Monthly Rental**
Base Monthly Short-Term Rental Rate (per Month):				**$78.38**
Supplies -		**Equipment Specification**	**Part #**	**Rate**
Staples (Flat Rate)	Staple cartridge refill pack (Cost of 1 cartridge)	Staple Cartridge Type K - Staple Set Cartridge for finisher). Yields 5,000 staples.	245410801	$30.00

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.				
Feature	**Minimum: Specification Requirements**	**Equipment Specification**	**Part #**	**Rate**
Spare tray (Monthly Rate)	Spare tray (≥500 adjustable)	Paper Feed LCIT RT3030 - Side Large Capacity Tray (1500 sheets). Adding this propsed equipment increases the total paper capacity to 3800 sheets (Standard 4x550 +1x100) + (1x1500) = 3800 sheets	241416548	$8.99
Fax board (Monthly Rate)	Super G3 (or greater) fax board	Fax Option Type 5002 Fax modem kit adding walk-up, network and IP-fax functionality to the MFP. Includes 33.6 Kbps, 2 Second Transmission speed, standard JBIG. Standard 320 Page memory.	241416156	$4.71

EQUIPMENT CATEGORY 1 - Sub-Category 1G - Monochrome Departmental MFD

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.

Feature	Equipment Specification	Part #	Rate
Additional Equipment 1 (Monthly Rate)	Universal USB Keyboard for Ricoh MFP's (With Type M3 Bracket)	720100266FNG/241416909	**$1.53**
Additional Equipment 2 (Monthly Rate)	Finisher SR3160	241416541	**$19.87**
Additional Equipment 3 (Monthly Rate)	Booklet Finisher SR3170	241416542	**$28.84**
Additional Equipment 4 (Monthly Rate)	LCIT PB3230	241417270	**$11.60**
Additional Equipment 5 (Monthly Rate)	Internal Shift Tray SH3070	241416550	**$3.80**
Additional Equipment 6 (Monthly Rate)	Smart Operation Panel Type M3	241416910	**$3.35**
Additional Equipment 7 (Monthly Rate)	1 Bin Tray BN3110	241416552	**$5.09**

TABLE 1H - MONOCHROME DEPARTMENTAL MFD	
Monthly Volume Range 15,001 - 35,000	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio MP C4503**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**240416518**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included				
BASE MONTHLY RENTAL:				**Base Monthly Rental**
Base Monthly Rental (per Month)				**$76.25**
METER CHARGE / COST PER COPY (Enhanced Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)				**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome				**$0.00690**
Cost Per Copy Rate Colour				**$0.05000**
METER CHARGE / COST PER COPY (Premium Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)				**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome				**$0.00759**
Cost Per Copy Rate Colour				**$0.05500**
SHORT TERM: BASE MONTHLY RENTAL (9 to 18 months):				**Short-Term Base Monthly Rental**
Base Monthly Short-Term Rental Rate (per Month):				**$83.88**
Supplies		**Equipment Specification**	**Part #**	**Rate**
Staples (Flat Rate)	Staple cartridge refill pack (Cost of 1 cartridge)	Staple Cartridge Type T - Staple Set Cartridge for finisher). Yields 5,000 staples.	245415009	$30.00

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.				
Feature	**Minimum: Specification Requirements**	**Equipment/ Specification**	**Part #**	**Rate**
Spare tray (Monthly Rate)	Spare tray (≥500 adjustable)	Paper Feed LCIT RT3030 - Side Large Capacity Tray (1500 sheets). Adding this propsed equipment increases the total paper capacity to 3800 sheets (Standard 4x550 +1x100) + (1x1500) = 3800 sheets	241416548	$8.99
Fax board (Monthly Rate)	Super G3 (or greater) fax board	Fax Option Type M4 Fax Option - enables fax capabilities: 33.6Kbps, approximately 2 Second Transmission Speed, Standard JBIG. Standard 320 Pages Memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), Fax Forwarding to Email & Paperless Fax function.	241416564	$4.85

EQUIPMENT CATEGORY 1 - Sub-Category 1H - Colour Departmental MFD

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.

Feature	Equipment Specification	Part #	Rate
Additional Equipment 1 (Monthly Rate)	Universal USB Keyboard for Ricoh MFP's (With Type M3 Bracket)	720100266FNG/241416909	**$1.53**
Additional Equipment 2 (Monthly Rate)	Booklet Finisher SR3150	241416540	**$23.39**
Additional Equipment 3 (Monthly Rate)	Booklet Finisher SR3170	241416542	**$28.84**
Additional Equipment 4 (Monthly Rate)	LCIT PB3170	241416546	**$10.67**
Additional Equipment 5 (Monthly Rate)	Smart Operation Panel Type M3	241416910	**$3.35**
Additional Equipment 6 (Monthly Rate)	1 Bin Tray BN3110	241416552	**$5.09**
Additional Equipment 7 (Monthly Rate)	Fiery Colour Controller E-22C	241416731	**$79.61**
Additional Equipment 8 (Monthly Rate)	OCR Unit Type M2	241416605	**$3.02**

TABLE 2A - MONOCHROME WORKGROUP PRINTER	
Monthly Volume Range 5,001 - 15,000	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio SP 4520DN**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**740407309**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included	
BASE MONTHLY RENTAL:	**Base Monthly Rental**
Base Monthly Rental (per Month)	**$21.25**
METER CHARGE / COST PER COPY (Enhanced Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.00800**
METER CHARGE / COST PER COPY (Premium Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.00880**
SHORT TERM: BASE MONTHLY RENTAL (9 to 18 months):	**Short-Term Base Monthly Rental**
Base Monthly Short-Term Rental Rate (per Month):	**$23.38**

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.

Feature	Minimum: Specification Requirements	Equipment Specification	Part #	Rate
Spare tray (Monthly Rate)	Spare tray (≥500 adjustable)	500-sheet Paper Feed Unit PB1070	741407229	$2.04
Printer Stand (Monthly Rate)	Printer Stand	Medium Cabinet (HxWxD = 370x392x370 mm)	74122525010	$2.40
Envelope Feeder (Monthly Rate)	Envelope Feeder	Available from by pass tray unit	Not Applicable	$0.00

EQUIPMENT CATEGORY 2 - Sub-Category 2A - Monochrome Workgroup Printer

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.

Feature	Equipment Specification	Part #	Rate
Additional Equipment 1 (Monthly Rate)	Memory Unit Type 512MB	241414635	**$2.82**
Additional Equipment 2 (Monthly Rate)	Memory Unit Type N 1.0GB	741007150MIU	**$5.64**
Additional Equipment 3 (Monthly Rate)	Paper Feed Unit PB1060	741407230	**$1.59**
Additional Equipment 4 (Monthly Rate)	Hard Disk Drive Option Type P1	741407348	**$2.66**

TABLE 2B - COLOUR WORKGROUP PRINTER	
Monthly Volume Range 5,001 - 15,000	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio SP C431DN**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**740406658**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included	
BASE MONTHLY RENTAL:	**Base Monthly Rental**
Base Monthly Rental (per Month)	**$31.25**
METER CHARGE / COST PER COPY (Enhanced Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.01200**
Cost Per Copy Rate Colour	**$0.06070**
METER CHARGE / COST PER COPY (Premium Warranty): (Note: Rate applies to both 60 month rental and Short Term rental)	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.01320**
Cost Per Copy Rate Colour	**$0.06677**
SHORT TERM: BASE MONTHLY RENTAL (9 to 18 months):	**Short-Term Base Monthly Rental**
Base Monthly Short-Term Rental Rate (per Month):	**$34.38**

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.

Feature	Minimum: Specification Requirements	Equipment Specification	Part #	Rate
Spare tray (Monthly Rate)	Spare tray (≥500 adjustable)	Paper Feed Unit PB1020	740406658	$4.34
Printer Stand (Monthly Rate)	Printer Stand	Cabinet Medium	741FAC430	$2.91
Envelope Feeder (Monthly Rate)	Envelope Feeder	Available from any paper tary/feeder	Not Applicable	$0.00

EQUIPMENT CATEGORY 2 - Sub-Category 2B - Colour Workgroup Printer **ADDITIONAL EQUIPMENT OPTIONS -** Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.			
Feature	**Equipment Specification**	**Part #**	**Rate**
Additional Equipment 1 (Monthly Rate)	Memory Unit Type 512MB	241414635	**$2.82**
Additional Equipment 2 (Monthly Rate)	Memory Unit Type N 1.0GB	741007150MIU	**$5.64**
Additional Equipment 3 (Monthly Rate)	Tall Cabinet	741FAC431	**$2.84**
Additional Equipment 4 (Monthly Rate)	256MB Memory Unit Type G	741414046	**$1.94**
Additional Equipment 5 (Monthly Rate)	Convenience Power Stapler	241EH-C591R	**$3.83**
Additional Equipment 6 (Monthly Rate)	Gigabit Ethernet Board Type A	741402547	**$5.70**
Additional Equipment 7 (Monthly Rate)	256MB Memory Unit Type G	741414046	**$1.94**

TABLE 3A - MONOCHROME PERSONAL PRINTER	
Monthly Volume Range 0 - 5,000	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio SP 4520DN**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**740407309**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included	
EQUIPMENT UNIT COST	**Rate**
Equipment Unit Cost	**$442.78**
METER CHARGE / COST PER COPY (Enhanced Warranty):	**Cost Per Copy (CPC)**
Cost Per Copy Rate Monochrome	**$0.00800**

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.

Feature	Minimum: Specification Requirements	Equipment Specification	Part #	Rate
Legal tray (Flat Rate)	Legal tray (> 250)	250-sheet Paper Feed Unit PB1060	741407230	$88.25

EQUIPMENT CATEGORY 3 - Sub-Category 3A - Monochrome Personal Printer

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.

Feature	Equipment Specification	Part #	Rate
Additional Equipment 1 (Flat Rate)	Paper Feed Unit PB1070	741407229	**$2.04**
Additional Equipment 2 (Flat Rate)	Hard Disk Drive Option Type P1	741407348	**$2.66**
Additional Equipment 3 (Flat Rate)	Convenience Power Stapler	241EH-C591R	**$3.83**
Additional Equipment 4 (Flat Rate)	Memory Unit Type 512MB	241414635	**$2.82**
Additional Equipment 5 (Flat Rate)	Memory Unit Type N 1.0GB	741007150MIU	**$5.64**

TABLE 4A - COMPACT MONOCHROME PERSONAL PRINTER	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio SP 4510DN**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**740407311**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included		
EQUIPMENT UNIT COST		**Rate**
Equipment Unit Cost		**$337.75**
TONER/INK (Yield - Based on Industry Standard 5% Coverage)	**Part #**	**Rate**
OEM - Black (High Yield)	744407316	$97.67
Remanufactured - Black (High Yield)	Not Applicable	$0.00
MAINTENANCE KIT		**Rate**
Maintenance kit - (All Included - including fuser rolls, transfer belts, drums, etc.)		$317.42
WARRANTY		**Rate**
Enhanced Warranty (based on 60 month Term)		$635.00

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.

Feature	Minimum: Specification Requirements	Equipment Specification	Part #	Rate
Legal tray (Flat Rate)	Legal tray (> 250)	250-sheet Paper Feed Unit PB1060	741407230	$88.25

EQUIPMENT CATEGORY 4 - Sub-Category 4A - Compact Monochrome Personal Printer **ADDITIONAL EQUIPMENT OPTIONS -** Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.			
Feature	**Equipment Specification**	**Part #**	**Rate**
Additional Equipment 1 (Flat Rate)	Paper Feed Unit PB1070	741407229	**$2.04**
Additional Equipment 2 (Flat Rate)	Hard Disk Drive Option Type P1	741407348	**$2.66**
Additional Equipment 3 (Flat Rate)	Convenience Power Stapler	241EH-C591R	**$3.83**
Additional Equipment 4 (Flat Rate)	Memory Unit Type 512MB	241414635	**$2.82**
Additional Equipment 5 (Flat Rate)	Memory Unit Type N 1.0GB	741007150MIU	**$5.64**

TABLE 4B - COMPACT ALL-IN-ONE COLOUR PERSONAL PRINTER	
EQUIPMENT COSTS	
Model Name:	**Ricoh Aficio SP C252SF**
Original Equipment Manufacturer:	**RICOH**
OEM Part #:	**740407525**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included		
EQUIPMENT UNIT COST		**Rate**
Equipment Unit Cost		**$808.70**
TONER (Yield - Based on Industry Standard 5% Coverage)	**Part #**	**Rate**
OEM - Black (High Yield)	744407653	$95.75
OEM - Yellow	744407656	$104.65
OEM - Magenta	744407655	$104.65
OEM - Cyan	744407654	$104.65
Remanufactured - Black (High Yield)	Not Applicable	$0.00
Remanufactured - Yellow	Not Applicable	$0.00
Remanufactured - Magenta	Not Applicable	$0.00
Remanufactured - Cyan	Not Applicable	$0.00
MAINTENANCE KIT		**Rate**
Maintenance kit - (All Included - including fuser rolls, transfer belts, drums, etc.)		$19.61
WARRANTY		**Rate**
Enhanced Warranty (based on 60 month Term)		$990.00

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.				
Feature	**Minimum: Specification Requirements**	**Equipment Specification**	**Part #**	**Rate**
Legal tray (Flat Rate)	Legal tray (> 250)	Paper Feed Unit TK1010 -500 sheet optional PFU.	741406019	$120.08

EQUIPMENT CATEGORY 4 - Sub-Category 4B - Compact All-in-One Colour Personal Printer **ADDITIONAL EQUIPMENT OPTIONS -** Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.			
Feature	**Equipment Specification**	**Part #**	**Rate**
Additional Equipment 1 (Flat Rate)	Convenience Power Stapler	241EH-C591R	**$3.83**

TABLE 4C - COLOUR MOBILE PRINTER	
EQUIPMENT COSTS	
Model Name:	**HP Officejet 100 Mobile Printer**
Original Equipment Manufacturer:	**HP**
OEM Part #:	**CN551A#B1H**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included		
EQUIPMENT UNIT COST		**Rate**
Equipment Unit Cost		$288.00
INK (Yield - Based on Industry Standard 5% Coverage)	**Part #**	**Rate**
OEM - Black	C9364WC#140	$26.00
OEM - Colour (Yellow, Cyan and Magenta)	C8766WC#140	$33.00
Remanufactured - Black	Not Applicable	$0.00
Remanufactured - Colour (Yellow, Cyan and Magenta)	Not Applicable	$0.00
WARRANTY		**Rate**
Depot Swap Warranty (for full 60 month Term)		$100.00

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.

Feature	Minimum: Specification Requirements	Equipment Specification	Part #	Rate
Battery (Flat Rate)	Spare mobile printer battery (Lithium/Lithium-ion)	Spare mobile printer battery (Lithium/Lithium-ion)	CQ775A	$52.00
Adapter (Flat Rate)	12 volt AC auto/airline adapter	12 volt AC auto/airline adapter	ED493UT	$99.00
Carrying case (Flat Rate)	Carrying case (For Mobile Printer)	Carrying case (For Mobile Printer)	Q6282A	$58.00
USB cable (Flat Rate)	≥ 2 metres USB 2.0 cable	10F USB cable > 2 metres USB 2.0	V7N2USB2AB	$3.50

TABLE 4D - RUGGED THERMAL MOBILE PRINTER	
EQUIPMENT COSTS	
Model Name:	**PocketJet 6 Plus**
Original Equipment Manufacturer:	**Brother**
OEM Part #:	**BRO-PJ623CA**

RATE INFORMATION Note: Cost for Shipping (Includes shipping insurance, handling and delivery) of Total Configuration are included			
EQUIPMENT UNIT COST			**Rate**
Equipment Unit Cost			**$537.00**
PAPER (THERMAL) - Mandatory Requirements			**Rate**
• **Must be BPA (bisphenol-A) free** • **Must be compatible with the Rugged Mobile thermal printer set at factor default settings** • **Paper must accept pen ink without smudging** • **Must be moisture and ultraviolet (UV) light resistant** • **Must maintain the printed image on the paper for 25 years; No fade or decolourization of the print or paper under normal filing conditions (including filing with other carbonless paper forms)**			
Feature	**Equipment Specification**	**Part #**	**Rate**
Perforated Roll Thermal Paper (8.5 x 11”) roll (100 sheets minimum per roll)	Premium Perforated Roll - 6 Rolls Per Pack (100 pages per roll)	LB3788	$55.00
Loose Leaf (cut-sheet) (8.5in x 11in) Thermal Paper pack	Letter Size (100 Sheets per Box)	LB3635	$9.00
WARRANTY			**Rate**
Depot Swap Warranty (for full 60 month Term)			$100.00

ADDITIONAL EQUIPMENT OPTIONS - Rate includes installation if procured with Equipment. Rate applies only if the Additional Equipment Option is procured within the first 12 months of the original Equipment term.				
Feature	**Minimum: Specification Requirements**	**Equipment Specification**	**Part #**	**Rate**
Battery (Flat Rate)	Spare mobile printer battery (Lithium/Lithium-ion)	EXTENDED USE LI-ION BATTERY FOR POCKETJET 6, 11.1VOLTS	PABT600LI	$169.00
Adapter (Flat Rate)	12 volt AC auto/airline adapter	Car Adapter Cig Plug - 10-Foot Length, for use with Pocket Jet	LB3691	$22.00
Carrying case (Flat Rate)	Carrying case (For Mobile Printer)	PocketJet Carrying Case, soft Vinyl	LB4640	$7.00
USB cable (Flat Rate)	≥ 2 metres USB 2.0 cable	Brother USB Cable - USB - 6 ft - USB	LB3602	$9.00
Pritner cleaning (Flat Rate)	Printer head cleaning sheets	POCKETJET 6 AND 6 PLUS Roll Cleaning Sheet - 5 Pack	LB3836	$2.00
Spindle holder (Flat Rate)	Portable spindle holder (vehicle mount)	In-Vehicle 4 Inch Mount - Rugged (used with roll paper 3 core)	LB3747	$106.00
Spindle holder (Flat Rate)	Basic spindle holder (desktop caddy)	Desktop Caddy (designed for Roll Paper)	LB3737	$51.00

TABLE 5A - PRINT AUTHENTICATION SERVICES				
COSTS				
LICENSED SOFTWARE				
	Specification Requirements	**Equipment/ Specification**	**Part #**	**Rate**
Software (flat Rate)	Server software and license (perpetual)	Equitrac Office 5 Enhanced Enterprise License @ Forecasted Values assuming 25:1 user to device ratio	720EQ5EFNE5PS1	**$37,500.00**
Installation and configuration (flat Rate)	• Technical design and build • Server software installation and configuration • Installation and troubleshooting support • Technical training (IT Admin training, Service Desk)	Professional Services Fees	5E+08	**$56,250.00**
Software Maintenance (per 12 month period)	Any required server licensing to maintain the software for the 12 month period	Equitrac Office 5 Enhanced Enterprise License M&S, Per Annum	506EQ5EFNE5PS1	**$7,500.00**
Administration and management (per 12 month period)	• Full on-going technical support, management and administration for the 12 month period	Professional Services Fee (Administration and Management)	5E+08	**$18,500.00**
HARDWARE and DEVICE ACCESS LICENSE				
	Specification Requirements	**Equipment/ Specification**	**Part #**	**Rate**
Monthly PA (Print Authentication) Rate per Eligible Equipment (based on usage of 100 to 250 devices)	Card reader and device access license (compatible with Equipment Category 1) and 50-pack bundle of blank cards	USB Card Reader - Multi-Card (13.56Mhz and 125 Khz Frequencies); PCC - EO5/EE5: Embedded Device License; HID ProxCard II Clamshell Card 1326LMSMV H10301 FC 183	720CRU0MF02PS1; 720EQ5ED500PS1; 720BDG1326	**$9.19**

Monthly PA (Print Authentication) Rate per Eligible Equipment (based on usage of 250 to 1000 devices)	Card reader and device access license (compatible with Equipment Category 1) and 50-pack bundle of blank cards	USB Card Reader - Multi-Card (13.56Mhz and 125 Khz Frequencies); PCC - EO5/EE5: Embedded Device License; HID ProxCard II Clamshell Card 1326LMSMV H10301 FC 183	720CRU0MF02PS1; 720EQ5ED500PS1; 720BDG1326	**$8.79**
Monthly PA (Print Authentication) Rate per Eligible Equipment (based on usage of 1001+ devices)	Card reader and device access license (compatible with Equipment Category 1) and 50-pack bundle of blank cards	USB Card Reader - Multi-Card (13.56Mhz and 125 Khz Frequencies); PCC - EO5/EE5: Embedded Device License; HID ProxCard II Clamshell Card 1326LMSMV H10301 FC 183	720CRU0MF02PS1; 720EQ5ED500PS1; 720BDG1326	**$8.79**
Monthly PA (Print Authentication) Rate for networked Non-Standard Equipment	Card reader and device access license and 50-pack bundle of blank cards Rate will be charged by the Supplier on a monthly basis for Non-Standard Equipment and Legacy Equipment	USB Card Reader - Multi-Card (13.56Mhz and 125 Khz Frequencies); HID ProxCard II Clamshell Card 1326LMSMV H10301 FC 183; Xerox = $16.77; Legacy Ricoh / Current Printer = $9	720EQ5ED0013PB (for Xerox); 720CRIDC000PS1 (for network printer only)	**$9.00**
Flat Rate	50-pack bundle of blank cards	HID ProxCard II Clamshell Card 1326LMSMV H10301 FC 183	720BDG1326	**$127.50**

TABLE 5B - DOCUMENT CAPTURE SERVICES				
COSTS				
LICENSED SOFTWARE				
	Specification Requirements	**Equipment/ Specification**	**Part #**	**Rate**
Software (flat Rate)	Server software and license (perpetual)	Nuance eCOPY Sharescan Enterprise (server license is included in device license)	Not Applicable	**$0.00**
Installation and configuration (flat Rate)	• Technical design and build • Server software installation and configuration • Installation and troubleshooting support • Technical training (IT Admin training, Service Desk)	Professional Services Fees	5E+08	**$18,750.00**
Software Maintenance (per 12 month period)	Any required server licensing to maintain the software for the 12 month period	eCopy ShareScan Suite 1 Year M&S Renewal @ Forecasted Volume	506MNTBE76XL1	**$18,000.00**
Administration and management (per 12 month period)	• Full on-going technical support, management and administration for the 12 month period	Professional Services Fee (Administration and Management), per device	5E+08	**$18,500.00**
DEVICE ACCESS LICENSE				
	Specification Requirements	**Equipment/ Specification**	**Part #**	**Rate**
Monthly DCS (Document Capture Services) Rate per Eligible Equipment (based on usage of 100 to 250 devices)	Document Capture Services device access license (compatible with Equipment Category 1)	Embedded ShareScan Enterprise with 1 Year M&S - For 50+ units only	720ESDBE76AXL15	**$ 7.88**
Monthly DCS (Document Capture Services) Rate per Eligible Equipment	Document Capture Services device access license (compatible with Equipment Category 1)	Embedded ShareScan Enterprise with 1 Year M&S - For 50+ units only	720ESDBE76AXL15	**$ 6.93**

(based on usage of 250 to 1000 devices)				
Monthly DCS (Document Capture Services) Rate per Eligible Equipment (based on usage of 1001+ devices)	Document Capture Services device access license (compatible with Equipment Category 1)	Embedded ShareScan Enterprise with 1 Year M&S - For 50+ units only	720ESDBE76AXL15	**$6.93**
Monthly DCS (Document Capture Services) Rate for networked Non-Standard	Document Capture Services device access license Rate will be charged by the Supplier on a monthly basis for Non-Standard Equipment and Legacy Equipment	Embedded ShareScan Enterprise for Xerox MFD's with 3 Year M&S; Embedded ShareScan Enterprise for Legacy Ricoh MFD's with 3 Year M&S Xerox = $11.76; Ricoh Legacy = $7.88	720ESDBE62AXT35; 720ESDBE76AXL15	**$ 7.88**

TABLE 5C - CENTRALIZED DIRECT PRINTING SERVICES				
COSTS				
LICENSED SOFTWARE				
	Specification Requirements	**Equipment/ Specification**	**Part #**	**Rate**
Software (flat Rate)	Server software and license (perpetual)	Equitrac Office 5 Enhanced Enterprise License @ Forecasted Values assuming 25:1 user to device ratio	720EQ5EFNE5PS1	**$ 125,000.00**
Installation and configuration (flat Rate)	• Technical design and build • Server software installation and configuration • Installation and troubleshooting support • Technical training (IT Admin training, Service Desk)	Professional Services Fees	5E+08	**$56,250.00**
Software Maintenance (per 12 month period)	Any required server licensing to maintain the software for the 12 month period	Equitrac Office 5 Enhanced Enterprise License M&S, Per Annum	506EQ5EFNE5PS1	**$ 25,000.00**
Administration and management (per 12 month period)	• Full on-going technical support, management and administration for the 12 month period	Professional Services Fee (Administration and Management)	5E+08	**$ 18,500.00**
DEVICE ACCESS LICENSE				
	Specification Requirements	**Equipment/ Specification**	**Part #**	**Rate**
Monthly Rate for networked Equipment license (per device) - (based on usage of 250 to 1000 devices)	Device access license (compatible with all networked Equipment)	Device access license not required, priced per user (see above), assuming 25:1 ratio = $125 / device (Full burden infratructure and licening average = $268.25 / device)	Not Applicable	**$0.00**

Monthly Rate for networked Equipment license (per device) - (based on usage of 1001 to 2500 devices)	Device access license (compatible with all networked Equipment)	Device access license not required, priced per user (see above), assuming 25:1 ratio = $125 / device (Full burden infratructure and licening average = $268.25 / device)	Not Applicable	**$0.00**
Monthly Rate for networked Equipment license (per device) - (based on usage of 2500 and above devices)	Device access license (compatible with all networked Equipment)	Device access license not required, priced per user (see above), assuming 25:1 ratio = $125 / device (Full burden infratructure and licening average = $268.25 / device)	Not Applicable	**$0.00**

TABLE 5D - TRANSITION-OUT	
	Rate
Transition-out (Monthly Rate)	**$120,182.00**
Transition-out (Flat Rate)	**$480,728.00**

SCHEDULE C
SERVICES SPECIFICATIONS

IMPORTANT NOTE

The Service specifications identified below are the minimum Service standards that the Supplier is expected to provide and meet for all Services. Service Management requirements are set out in Schedule F (Service Management) and form part of the Services to be performed by the Supplier.

1. Common Requirements

In addition to all Service Requirements defined within each respective Service, the Supplier is required to apply the minimum activities/requirements listed in the table below as relevant to each Service.

	Common Service Activities/Requirements
1	The Supplier is required to maintain and update the Equipment and Services matrix and provide the Ministry with prior notification for updates to the ITSM Toolset.

2	**Hours of Site Access**
	
	The Supplier is required to fulfill on-site activities between the hours of 8:00 a.m. to 6:00 p.m. (defined as Business Hours), unless otherwise directed by the Ministry, with the exception of the following, which are to be fulfilled between the hours of 9:00 a.m. to 4:00 p.m.:
	• Delivery
	• Installation
	  ○ Renewal: scheduled installation arrival time is 9:00 a.m. for each day scheduled unless otherwise specified and mutually agreed to by the Ministry and the Supplier
	  ○ Net New: arrival date and time will be scheduled with the Ministry by the Supplier of either 9 a.m. or 1 p.m. unless otherwise specified and mutually agreed to by the Ministry and the Supplier
	• Training
	• Equipment Move Services
	• Equipment Removal Services
	
	There shall be no additional cost to the Ministry for Service requested outside of Business Hours, or Service that started during, and lasted beyond, Business Hours.

3	**Data Storage Media** The Supplier is required to adhere to the provisions of the Government of Ontario IT Standards (GO-ITS 25.20) for security, as it may be amended from time to time, throughout the term of this Agreement. http://www.ontario.ca/government/go-its-2520-disposal-loss-and-incident-reporting-computerized-devices-and-digital-storage The Supplier is required to prohibit the removal of a functional or failed hard disk drive, solid

	state drive, or other Data Storage Media from a Ministry location or Client possession, prior to the Data Storage Media being fully Sanitized in accordance with Ministry standards, using Ministry approved software, with a Sanitization certificate generated and provided to the Ministry. If the above requirement cannot be met, the Data Storage Media is required to be detached and left with the Client prior to removal of the Equipment. This applies to all instances where Data Storage Media will be removed from a Ministry or Client location or possession. Examples including but not limited to: • Removal (all Equipment including loaners and evaluation Equipment provided in relation to New Technology) • Replacement of Equipment or parts in relation to Warranty Services • Equipment Moves In addition, the Supplier is required to provide to the Ministry with a Sanitization certificate for each device that has been Sanitized. **Data Storage Media Retention** In some instances, the Ministry/Client may require retention of the failed Data Storage Media for the purposes of data recovery. In such cases, when requested, the Supplier is required to leave the Data Storage Media with the Client at the Ministry location. In these circumstances, the Supplier is required to invoice the Ministry at the approved Rate established for media retention.
4	**Administration of Electronic Requests** 1. The Supplier is required to receive and process requests through the Ministry's ITSM Toolset for the following Services: • Acquisition, Configuration and Delivery • Installation of Equipment • Training Services for Equipment • Warranty/Depot-Swap Warranty/Off-Warranty Services for Equipment • Equipment Move Service • Equipment Removal Service The list of requests for services that will be electronically dispatched to the Supplier may change through the life of the Agreement. 2. For each service request received by the Supplier through the ITSM Toolset, the Supplier is required to provide status updates (real time) in the ITSM Toolset, advising of, but not limited to, the following: • Expected fulfillment date/time • Delays to fulfillment • Reason for delay and mitigation steps taken • Fulfillment of request (delivered, installed, repaired, etc.) • Action taken to fulfill the request (repair action, parts replaced, proof of delivery, removal, request cancellation, etc.) The Supplier is required to update the Ministry ITSM Toolset in the following situations, at a minimum: • with each Client contact or attempted contact • upon change of status (for example, a change from actively working on a Warranty Service request to indicating that the request is awaiting parts) • at each stage of fulfillment or other stages as may be defined by the Ministry

	3. The Supplier is required to update the Ministry ITSM Toolset asset information when Equipment is shipped, installed, moved or replaced, including but not limited to: • serial number • asset Tag Number • model name • Ministry name, location, and Cost Centre • Warranty Service Type (i.e. Enhanced, Premium, or Depot Swap) • Date of installation
5	**Removal of Waste** The Supplier is required to remove, collect or direct the return of shipping cartons, empty consumables (such as but not limited to empty toner cartridges, waste toner containers) and containers and any other packaging from the Client's premises in an environmentally sensitive manner and in accordance with all applicable disposal regulations and by-laws.
6	**Services Relating to Software** The Supplier is required to adhere to the provisions as described in this section for the following Services: • Centralized Print Device Management Services • Print Assessment and Optimization Services • Automated Meter Reads Service • Print Authentication Services • Document Capture Services • Centralized Direct Printing Services The Supplier is required to ensure that the software, hardware and infrastructure requirements meet the following: • Able to operate in an N-Tier environment with separate presentation, logic and data layers communicating with secure transport protocols • Meet Government of Ontario IT Standard (GO-ITS) 25.11 https://www.ontario.ca/government/go-its-2511-security-design-requirements-version-11 • Meet Government of Ontario IT Standard (GO-ITS) 25.8 https://www.ontario.ca/government/go-its-258-security-requirements-servers-version-12 • Able to run on a Virtual Machine (i.e. ESX) • Shall not be custom developed software and shall not include beta software • Shall be Microsoft® Windows Server 2012 certified • Able to run in conjunction with anti-virus and patch deployment software • Shall not store passwords in plain text and shall not have the ability to translate stored passwords into plain text; shall use one-way cryptographic hashes for passwords • Make use of encrypted transport communication protocols between internal and external servers and devices • Capable of importing/exporting data in CSV format Note: Virtualized Servers will be provided by the Ministry and will be hosted at a Ministry facility/datacentre within Ontario. The server hardware and operating system will be managed by the Ministry 1. The Supplier is required to provide the Ministry with comprehensive and accurate documentation, technical and security specifications prior to software installation.

	2. The Supplier is required to provide a set of technical reference materials / manuals, user guides and media (e.g., CD, DVD, or other suitable media) with any software provided. The Ministry reserves the right to use these materials and to update content for the Ministry's use. All reference materials are to be provided in Ministry-compatible electronic format. The Supplier is required to ensure that all documentation is updated to reflect the conceptual and logical level of the intended implementation and setup a formal documentation/update review process with the Ministry to ensure documents are kept up to date. Documentation should include items such as: • Data flows and interfaces • System architecture • System processes • Access control mechanisms • Technical configurations 3. The Supplier is required to provide any new releases and updates for all provided software. 4. The Supplier is required to provide the Ministry with the ability to test, review, and evaluate all planned activities to ensure they meet or surpass the Ministry's requirements (technical, business and security). The Ministry will establish acceptance criteria, which the Supplier is required to adhere to. The Supplier will be provided with the ability to revise the planned activities to meet the criteria. 5. The Supplier is required to provide the Ministry with the ability to test, review, evaluate for proof of concept all software as well as the Print Authentication Services hardware component at no additional cost for the purpose of ensuring they meet or surpass the Ministry's requirements (technical, business and security) and needs. 6. The Supplier is required to encrypt all electronic communication between the Equipment and the software using an encryption channel equal to or stronger than 128-bit encryption. In addition, if requested by the Ministry, the Supplier is required to provide clear documentation/evidence to substantiate the encryption level. 7. Equipment is required to be configured with the software prior to delivery or, is required to be able to be installed on the Equipment at the time the Ministry chooses to activate the Service. 8. All web interfaces to either the proposed Equipment or proposed software is required to be accessible only within the Ministry's network. 9. The Supplier is required to develop and maintain a security best practices configuration document for all Services including requirements as set out in the deliverables as well as recommended security features. 10. The Supplier is required to provide updated security enhancements for all Services throughout the lifecycle of the agreement. 11. The Supplier is required to ensure that a project team (project/program manager, technical resources) is identified to deliver all project management activities. 12. The Supplier's proposed software for all Services is required to be capable of producing ad-hoc reports based on criteria provided by the Ministry and data available within the reporting tools at no additional cost.

	13. The Supplier is required to provide a central repository of pre-tested print drivers to be used with each device. This repository can be provided through a restricted FTP service or website. The repository should be organized by printer model and recommended driver type. The recommended driver should be used for all devices unless there is a specific requirement for other driver emulation (i.e. PS over PCL 6). Universal print drivers should be used on all devices where there is full support for its feature set and where there is no negative impact to the Client.

Common Activities/Requirements Service Levels Requirements			
Measure	**Indicator**	**Service Levels**	**Measurement**
1.1 Asset Management updates – Equipment Orders	Update the Ministry's ITSM Toolset system following shipment of Equipment	Within 1 Business Day from when the Equipment is shipped	90% of the time Measured – Calendar monthly
1.2 Asset Management updates – Equipment Installation	Update the Ministry's ITSM Toolset System following Equipment installation	Within 1 Business Day following completion of installation	90% of the time Measured – Calendar monthly
1.3 Asset Management updates – Equipment Removals	Update the Ministry's ITSM Toolset System following Equipment removal	Within 1 Business Day following the previous week's activity	90% of the time Measured – Calendar monthly
1.4 Asset Management updates – Accuracy	Updates to the Ministry's ITSM Toolset system are accurate	Data elements and updates shall not contain: - Spelling mistakes - Errors - Omissions	90% of the time Measured – Calendar monthly
1.5 Equipment and Service Matrix timeliness	Updates to the Ministry's ITSM Toolset system prior to changes/additions to the matrix	Within minimum of 2 Business Day prior to the change	90% of the time Measured – Calendar monthly
1.6 Data Storage Media Security	Sanitization of Data Storage Media with Ministry approved software, prior to removal from Ministry location	Certification of Sanitization provided 1 Business Day following removal	100% of the time Measured – Calendar monthly

2. New Technology and Service Innovation

New Technology is not the same as End-of-Life. The focus of New Technology and Service Innovation is to provide the Supplier with the opportunity to showcase new and emerging industry products or innovative processes to the Ministry. New Equipment proposed by the Supplier may be accepted by the Ministry and introduced as new Equipment within one of the existing Equipment Categories.

The minimum activities/requirements and Service Levels associated with this Service are listed in the table below.

	New Technology and Service Innovation Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	The Supplier is required to provide new technology trends and solutions to support the Ministry in capitalizing on changing technology
3	The Supplier is required to hold quarterly New Technology reviews with the Ministry and provide the Ministry with written proposals indicating the features, functionality, price, Service Levels, time of introduction, testing and other indicia of any new Equipment or technology to: a) Determine whether Manufacturers' new Equipment are approved replacements for current Equipment; b) Review industry trends, emerging technologies and solutions; c) Introduce new technologies and solutions for consideration; d) Review/propose replacement Equipment for standard Equipment; and e) Review all product roadmaps for all Equipment Sub-Categories
4	Prior to any shipments to the Ministry, the Supplier is required to provide up to three (3) proposed new Equipment for evaluation purposes as requested by the Ministry
5	The Supplier is required to present and demonstrate new Equipment announced at the quarterly technology roadmap sessions
6	The Supplier is required to test new Equipment within their configuration centre, which includes but is not limited to the compatibility with the Ministry's IT configuration requirements and all Equipment lifecycle requirements necessary to integrate the Equipment into the Ministry environment
7	The Supplier is required to continuously align its Service provision to the Ministry's evolving business requirements
8	Due to business transformation and changing business needs, the Supplier is required to propose innovative and new solutions or Service to the Ministry, and provide the Ministry the opportunity to assess the Supplier recommendations against future business requirements within the OPS

3. Equipment Lifecycle Management

Equipment Lifecycle Management is the process of managing the entire lifespan of Eligible Equipment including introduction, certification, End-of-Life, and transition to a replacement Product.

End-of-Life
Equipment End-of-Life is considered by the Ministry to have occurred when the Equipment is no longer available for fulfillment of Ministry orders due to the Manufacturer either discontinuing the product line or transitioning to the next generation model, and the Supplier has depleted all inventory.

The minimum activities/requirements and Service Levels associated with this Service are listed in the table below.

	Equipment Lifecycle Management Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	The Supplier is required to ensure that Equipment provided has a minimum of eight (8) months as the lifecycle.
3	The Supplier is required to provide the Ministry with a minimum ninety (90) days advance written notice of pending End-of-Life for any Equipment listed within the Equipment and Services Matrix.
4	The Supplier is required to provide the Ministry with the new specifications for End-of-Life replacement Equipment (meeting the minimum Equipment requirements), at least sixty (60) days prior to the End-of-Life.
5	The Supplier is required to provide advance notice of any minor change to existing Equipment in use by the Ministry (example: engine/component changes, driver updates, or configuration changes) at least ten (10) Business Days prior to the change.
6	The Supplier is required to provide the Ministry up to three (3) proposed replacement evaluation Equipment for Equipment reaching End-of-Life. Evaluation Equipment is to be received no less than 45 days prior to the End-of-Life.
7	The Supplier is required to provide an inventory count-down, as determined by the Ministry, for Equipment reaching End-of-Life
8	The Supplier is required to test proposed replacement Equipment within their configuration centre, including but not limited to the ability to comply with the Ministry IT specifications and all Equipment lifecycle requirements necessary to integrate new Equipment within the OPS environment.

Equipment Lifecycle Management Service Level Requirements		
Indicator	**Service Level**	**Measurement**
3.1 Equipment End-of-Life – Notification Advance notice provided to the Ministry prior to Equipment becoming unavailable	No less than 90 calendar days prior to end of availability	90% of the time Measured – Monthly
3.2 Equipment End-of-Life – Specifications Provide specifications for replacement Equipment	No less than 60 calendar days prior to end of availability	90% of the time Measured – Monthly

4. Acquisition, Configuration and Delivery of Equipment

The Supplier is required to provide the Service activities/requirements detailed below on an ongoing basis throughout the term of the Agreement for all Equipment, at the request of the Ministry and at no additional cost to the Ministry.

The Supplier is required to process the Ministry's approved Equipment order requests from inception to fulfillment. This includes the acquisition, order management, configuration, and delivery of Equipment and ensures acceptance/signoff has been obtained for all orders.

A number of Ministry/Client locations do not allow deliveries during regular Business Hours, in which case the Supplier is required to schedule and deliver Equipment after Business Hours at no additional cost to the Ministry.

Forecast Service Volumes: It is anticipated that about 80% of total orders will require Standard Service Level delivery (nine (9) Business Days); and that 20% of all Equipment will require Rush Service Level delivery (five (5) Business Days).
Further, it is anticipated that about 80% of all orders will be issued as part of a project (renewal).

The minimum activities/requirements and Service Levels associated with this Service are listed in the tables below.

	Acquisition, Configuration and Delivery of Equipment Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	Provide Client with assistance in the proper selection of Equipment, if requested and as required
3	Provide written price quotes for Non-Standard Equipment as requested by the Ministry within 5 Business Days of receiving the request Non-Standard Equipment is required to meet the minimum Equipment Requirements for a similar-sized Category as set out in Schedule G.
4	Process order and source the Equipment
5	Provide order status by updating the Ministry's ITSM toolset at following stages: a) Validation of contents on P.O. b) Order has been processed c) Stage of the order d) Delivery dates e) Back-order items Provide order status on demand, for given order(s).
6	Notify the Ministry of Equipment back order/constraints within two (2) Business Days of receiving an order request with Standard Service Level delivery and one (1) Business Day of receiving an order request with Rush Service Level delivery.
7	Provide the Ministry with weekly reports identifying any constraints/back orders and or issues that may impact the delivery date Note: The Ministry will not accept partial shipments of orders unless prior approval has been obtained by the Ministry
8	Receive and inspect Equipment check for damage and reconcile to order
9	Provide warehousing facilities and store Equipment until scheduled delivery

10	Provide shipping requirements (i.e. packing materials, payment of transportation costs and filing of damage claims). Note: All Equipment is to be delivered FOB Destination.
11	Install all applicable Options and Accessories in the Equipment prior to delivery, and ensure firmware is at the most current level
12	Fully configure Equipment as per Ministry IT specifications (Including security and configuration settings)
13	Print the asset tags and ensure the asset tags are affixed to the Equipment based on the Ministry requirements, utilizing the asset tag numbers as provided by the Ministry Asset tags are to be affixed prior to shipment and are required to conform to Ministry standards for durability and adhesiveness. The Supplier is required to replace asset tags that do not meet this requirement and at no cost to the Ministry
14	If requested, apply braille asset tags to comply with the requirements set out in the Ontarians with Disabilities Act
15	Identify information on the exterior of the box which includes but is not limited to the Client name, asset tag number, and the order identification number
16	Register Equipment and software warranty and respective Warranty Service arrangement within 24 hours, for each unit of Equipment, with Original Equipment Manufacturer (OEM) and/or Supplier, as applicable.
17	Pre-arrange and confirm the date and time of the delivery with the Client one (1) Business Day prior to delivery.
18	Deliver fully configured and tested Equipment to either the delivery location (e.g. receiving dock or holding area) or to the designated installation location. Note: this is to be determined/directed by the Client. Track receipt confirmation with shipper, and provide electronic copy of packing slip to the Ministry
19	Obtain Client sign-off and provide copy to the Ministry.
20	If the delivery date will not be met, provide the Client notice at least three (3) Business Days in advance of the scheduled delivery date deadline,
21	The Supplier is required to accept all Equipment and Additional Equipment Options being returned by the Ministry that were not used and ordered incorrectly within 30 calendar days from when the Equipment was received by the Client. The Supplier is required to provide the Ministry with a returned materials authorization (RMA) number for approval to return such items. The Supplier may charge a restocking fee as follows: • Equipment Category 1-2 at the approved and established Rate • Equipment Category 3-4 at the rate of 5% of the Equipment Unit Cost Note: No additional fees or costs other than the restocking fee may be charged. Further, for any returns, the Supplier shall issue a refund for any costs including Equipment costs.

Acquisition, Configuration and Delivery of Equipment Service Level Requirements		
Indicator	**Service Level**	**Measurement**
4.1 Delivery – Standard/Rush Measured from the receipt of PO to delivery to Client site	Standard – Nine (9) Business Days Rush – Five (5) Business Days	90% of the time Measured – Monthly
4.2 Delivery – Renewal/Project Measured from the receipt of PO to delivery to Client site	Nine (9) Business Days OR Date as provided by the Ministry nine (9) (or greater) Business Days in advance	90% of the time Measured – Monthly
4.3 Delivery – Non-Standard Measured from the receipt of PO to delivery to Client site	Twenty (20) Business Days	90% of the time Measured – Monthly
4.4 Configuration All Equipment is configured correctly as per Ministry IT specifications	Prior to Equipment delivery	95% of the time Measured - Monthly
4.5 Asset Tagging All Equipment is asset tagged correctly	Prior to Equipment delivery	100% of the time Measured – Monthly
4.6 Returned Materials Authorization number Provision of RMA number following receipt of request to return Equipment in ITSM Toolset	Two (2) Business Days	90% of the time Measured – Monthly

5. Installation of Equipment

The Supplier is required to provide Installation for all Equipment as required by the Ministry, and as follows:

- Installation for all Eligible Equipment in Equipment Categories 1, 2, and 3 at no additional cost
- Installation for Equipment Category 4 as requested and at the approved Rate (Note that minimal installations are expected within this category)
- Installation for Non-Standard Equipment at the approved Rate established for Installation of Non-Standard Equipment

The Supplier is also required to provide Installation for Additional Equipment Options at the approved Rate established for Installation of Additional Equipment Options.

Note: Additional Equipment Options which are procured with Equipment are required to be installed at no additional cost.

It is anticipated that 90% of on-site installations performed by the Supplier will be required to be performed within the standard Service Level requirement (three (3) Business Days) and 10% will be required within the rush Service Level requirement (one (1) Business Day).

The minimum activities/requirements and Service Levels associated with this Service are listed in the tables below.

	Installation of Equipment Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	Coordinate access to the physical site with the Client
3	If Equipment was not delivered directly to the designated installation location at time of delivery, physically transport Equipment from the delivery location (e.g. receiving dock or holding area) to designated Client location where Equipment will be installed. Note: this is the sole responsibility of the Supplier and as such, the Supplier is responsible for all related costs.
4	Unpack Equipment
5	Install and configure Equipment network settings as per Ministry IT specifications
6	For non-networked Equipment if required, obtain and install driver and required software if applicable and as required (Note: likely this will be completed via existing automatic deployment methods)
7	Perform functional testing prior to leaving the site – e.g. test hardware, network connection, printing capability, PIN codes/device passwords – where applicable
8	Provide Key Operator Training (high-level, 15-30 minute) the same day as installation is performed Training is required to include: • initial training on how to use the functions of the newly installed Equipment (configuring paper trays, print, copy, scan, and fax as applicable) • how to replace toner/ink, clear paper jams, and remediate problems (e.g. basic troubleshooting) • how to obtain and submit meter reads (page counts)

	• ordering of supplies/consumables • initial training on included Equipment software • the uniform resource locator (URL) for the Supplier's dedicated website for the Agreement to enhance and supplement the training.
9	Obtain Client sign-off on installation prior to leaving the location, and forward a copy to the Ministry
10	Remove all packaging material from Client site for recycling as required in the Agreement and be responsible for all costs and regulatory requirements associated with the removal of packaging materials and associated debris
11	Provide a confirmation report from the Centralized Print Device Management Software (as defined in Service 17) outlining how the Equipment conforms to the mandatory configuration/security settings as per the Ministry's IT configuration specifications. Note: the Ministry's IT Staff is required to perform a verification of the Equipment settings, to ensure compliancy. The Supplier is required to work with the Ministry's IT Staff to resolve any discrepancies and is required to be responsible for correcting any discrepancies.
12	Update the ticket at the completion of the installation stage, attaching installation paperwork (including Client sign-off, checklist and configuration report) to the Ticket.

Installation of Equipment
Service Level Requirements

Indicator	Service Level	Measurement
5.1 Installation – Standard/Rush Time it takes to install correctly configured, tested and functional Equipment Measured from the receipt of request in ITSM Toolset	Standard – three (3) Business Days Rush – one (1) Business Day	90% of the time Measured - Monthly
5.2 Installation – Renewal/Project Time it takes to install correctly configured, tested and functional Equipment Measured from the receipt of request in ITSM Toolset	Three (3) Business Days OR Date as provided by the Ministry three (3) (or greater) Business Days in advance	90% of the time Measured - Monthly

6. Training Services for Equipment

The Supplier is required to provide End User Training for all Equipment provided by the Supplier in Equipment Categories 1, 2 and 3 at no additional cost.

The Supplier is required to provide the following at the approved hourly rate established for training:

1. Additional training as requested for Eligible Equipment,
2. Training as requested for Equipment Category 4, or
3. Training for Non-Standard Equipment.

The Supplier is required to also provide Specialized IT Training to the Ministry's IT Staff at the commencement of the Agreement, at the time of Equipment Substitution, and as required by the Ministry's IT Staff in order to maintain the expertise of the Ministry's IT Staff as technology evolves. This is to be provided at no additional cost.

The minimum activities/requirements and Service Levels associated with End User Training and additional training are listed in the tables below.

	End User Training Services **Service Activities/Requirements**
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	Provide Supplier representative on-site at Client location to perform up to 2 hours of training.
3	Contact Client within one (1) Business Day of receipt of Training ticket and arrange time and location for End User Training. Record date of training within Ticket. Note: this training is conducted separately from the high-level orientation discussed in Section 5 – Installation of Equipment.
4	Training is to include the following: • Ensure that Clients are able to print and where applicable, copy, fax, and scan. Additionally, ensure Clients are able to change toner/ print cartridges and clear simple paper jams, and that Equipment is usable as per Equipment Specifications. • Provide reference materials to Clients at each session (e.g. quick reference guides, information sheets, Supplier website location, etc.) • Convey information relating to Warranty Services and the method in which to obtain service and Consumables and Supplies. • Provide training and materials on Workplace Hazardous Materials Information System (WHMIS) and workplace safety as defined under the Occupational Health and Safety Act (Ontario), Workplace Hazardous Materials Information System (WHMIS) Regulation for Equipment, with regard to respective Equipment installed. • Reference and provide the Uniform Resource Locator (URL) for the Supplier's dedicated website for the Agreement to enhance and supplement the training. Note: If additional hours are required and if prior approval is provided by the Client, the Supplier is required to provide training at the approved hourly Rate established for additional training.
5	Update Ticket to indicate completion of training, length of training session, as well as the approximate number of Clients in attendance.
	Specialized IT Training Services **2. Service Activities/Requirements**

6	Provide Ministry IT Staff with training on-site or off-site, as required and agreed to by the Ministry. Classroom training for up to twelve (12) individuals including but not limited to administrator training, troubleshooting, use of and resolution of common issues via web console, use of related proprietary software, Equipment use, changing Consumables and Supplies, and technical configuration.
7	Prepare and provide reference materials for Ministry IT Staff at each Session (e.g. reference guides, technical documentation, information sheets, Supplier website location, manufacturer website location, etc.)
8	Review with Ministry IT Staff Workplace Hazardous Materials Information System (WHMIS) and workplace safety.
9	Develop and provide knowledge records and issue resolution documentation as requested.
10	Reference the Supplier's dedicated website for the Agreement to enhance and supplement the training.
11	Document any Ministry IT Staff follow-up requests, as required.

Training Services for Equipment
Service Level Requirements

Indicator	Service Level	Measurement
6.1 End User Training Performed Clients have been trained on the use of all the functions of the Equipment including print, copy, Scan, and fax as applicable; replacing toner/consumables, and performing basic troubleshooting Measured from the receipt of request in ITSM Toolset	Three (3) Business Day	95% of the time Measured - Monthly

7. Warranty Services for Equipment

The Supplier is required to provide Warranty Services for all Equipment provided by the Supplier in Equipment Categories 1, 2 and 3 and Sub-Categories 4A and 4B for a period of sixty (60) months.

The Ministry estimates that approximately 90% of Equipment in Categories 1 and 2 will be procured at the Enhanced level.

All Equipment in Category 3 and Sub-Categories 4A and 4B will be at the Enhanced service level.

Faulty on Arrival (FOA) Products
This requirement applies to both Enhanced and Premium Warranty. (Note: this requirement will not apply in the case that the hardware repair is due to Client-caused damage, or if the Equipment usage volume exceeds Manufacturer-recommended volume.)

To deal with any failure or deficiency in Equipment after its delivery date to the Ministry/Client location, the Supplier is required to provide a thirty (30) Calendar Day on-site replacement warranty for all new Equipment, as follows:

1. Equipment requiring hardware repair within the first thirty (30) Calendar Days following the delivery date and where such repairs are not completed within one (1) Business Day following notification of the issue, the Supplier is required to replace the Equipment with new Equipment of the same or better Ministry approved model;
2. The Supplier is required to deliver and install the replacement Equipment to the same Ministry/Client location, within three (3) Business Days of receipt of notification to replace (from a designated Ministry Representative); the Supplier is responsible for all related costs, including any Media Retention charges.

The minimum activities/requirements, Service Levels and Service Windows associated with this Service are listed in the tables below.

	Warranty Services (Enhanced and Premium) for Equipment Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	Provide OEM parts and on-site technicians/labour to perform Warranty Services at the defined Service Levels, at all Ministry locations. *Note: the Supplier may be provided with device service codes within the Incident; however, this is provided on a best-effort basis and thus is not guaranteed.*
3	Contact Client (call back) within 1 Business hour of receipt Incident to acknowledge the Incident, confirm the issue indicated, and confirm the Client/Equipment location.
4	Schedule date and time with Client for planned site visits in response to Incidents and/or for preventative maintenance, as required. Record date and time within Incident.
5	Attend to the Client site (physical response) for triage/diagnostic purposes as may be required.
6	Abide by Original Equipment Manufacturer (OEM) guidelines during the Warranty Services coverage period.
7	Supplier technicians are required to ensure that a stock of OEM spare parts and maintenance items are carried with them during all Warranty Service calls.

	Spare parts should be monitored and be a reflection of service call trends received under this Agreement. (E.g. parts that are replaced on a regular basis should always be available.)
8	Backup, remove, protect and restore software/firmware, data and removable storage (on the Equipment) as required prior to and following service.
9	Perform Warranty Services remediation to restore the Equipment to a Working State. Update Incident with details (i.e. error codes, maintenance performed, part description(s)/number(s), etc.)
10	Perform preventative maintenance, as prescribed by the Original Equipment Manufacturer (OEM). Update Incident with details (i.e. error codes, maintenance performed, part description(s) / number(s), etc.) Preventative maintenance codes should be sent automatically from the device directly to the Supplier utilizing the Centralized Print Device Management Software (as defined in Service 14), where and as applicable, and without requiring a service call. In this case, the Supplier is required to schedule a date and time with the Client for preventative maintenance visits.
11	Update firmware or install security patches if required for purposes of: • Resolving security-related issues; • Resolving Warranty Service calls (including relating to current Ministry IT specifications); • Ensuring Equipment is functioning at an optimal level.
12	Provide Equipment loaner if Equipment cannot be repaired within Service Level requirements. Indicate within the Incident whether the Client accepts/declines loaner. The Service Level Requirements defined within this Service are not suspended in the event the Client declines the offer of a loaner. The Service Level Requirements defined within this Service are not affected or extended by the Client accepting or declining the loaner, with the exception of the following: The Service Level requirements defined within this Service are suspended if the Client accepts the loaner and is fully functional. Note: loaner Equipment is required to be Like Equipment, configured as per Ministry IT specifications, and the Supplier is not able to collect Cost Per Copy for any pages printed on the loaner. Note: Loaners are not required for Category 3 - Desk-side Personal Printer.
13	Provide all Consumables including client replaceable units (CRU) and install all Consumables including client replaceable units (CRU) but excluding toner, as required and at no additional cost. Note: Consumables are to be OEM. Note: Supplies (paper and staples) are not included under the Warranty Service. (I.e. the Supplier is not required to provide Supplies to the client at no cost.)
14	Should Equipment be replaced through Warranty Services, the Supplier is responsible for all activities related to Equipment replacement and disposal at no additional cost or obligation to the Ministry. Such activities include, but are not limited to: • Configuration (as per Ministry IT specifications) • Asset Tagging • Delivery (including any costs associated with shipping/handling) • Installation
15	Should the Client request to receive an immediate update as to the progress of the Incident, the Supplier will receive an escalation via the ITSM Toolset. The Supplier is required to respond to such escalations by providing an update within the established timelines.
16	Update Incident to indicate completion of Warranty Services.

Warranty Type	Service Window	Call Back	Physical Response	Time to Repair	Escalation response time
Enhanced Warranty	Monday – Friday 8:00 a.m. – 6:00 p.m.	One (1) Business Hour	Eight (8) Business Hours	Fifteen (15) Business Hours	Eight (8) Business Hours from the time of escalation
Premium Warranty	Monday – Sunday 365 days per year (24 hour)	Thirty (30) Minutes	Four (4) Hours	Eight (8) Hours	Four (4) Hours from the time of escalation

Warranty Services (Enhanced and Premium) for Equipment Service Level Requirements		
Indicator	**Service Level**	**Measurement**
7.1 Enhanced Warranty – Time to Repair Total elapsed time from Supplier receipt of request in ITSM Toolset until the Equipment has been returned to a Working State	Fifteen (15) Business Hours	95% of the time Measured - Monthly
7.2 Premium Warranty – Time to Repair Total elapsed time from Supplier receipt of request in ITSM Toolset until the Equipment has been returned to a Working State	Eight (8) Hours	95% of the time Measured – Monthly
7.3 Delivery of Consumables & Supplies Total elapsed time from Supplier receipt of request (either via Supplier portal or otherwise) until the Client has received the Consumable or Supply order	Two (2) Business Days	95% of the time Measured – Monthly

8. Depot Swap Warranty Services for Equipment

The Supplier is required to provide Depot Swap Warranty Services for all Equipment provided by the Supplier in Equipment Sub-Categories 4C and 4D for a period of sixty (60) months.

The minimum activities/requirements and Service Levels associated with this Service are listed in the tables below.

	Depot Swap Warranty Services for Equipment Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	Supplier is responsible for the cost of handling, shipping, insurance or any other costs related to delivery and return of the unit and for making any claims to the courier for damaged or missing Equipment in the process and performance of the Depot Swap Warranty Services. It is suggested that the Supplier maintain an inventory of Equipment ready for shipment to the Client to fulfill Depot Swap Warranty Service requests. Supplier will be responsible to provide simple and reliable packaging materials as well as dependable transportation carriers. Damage incurred as a result of return shipping will only qualify if the Client demonstrated wilful neglect in their efforts to package.
3	Provide parts and labour to perform Depot Swap Warranty Services at the defined Service Levels. Note: all parts utilized are to be OEM. *Note: the Supplier may be provided with device service codes within the Incident; however, this is provided on a best-effort basis and thus is not guaranteed*
4	Contact Client (call back) within one (1) Business Hour to confirm the issue indicated and confirm the address of the Client location where the replacement unit is to be shipped. Inform the Client contact that a replacement unit will be received within two (2) Business Days.
5	Ship the replacement unit to the Client, including an "*Open Me First*" package. This package contains the following items: • A pre-printed return courier waybill for Client to ship the defective unit back to the Supplier depot. • A pre-printed instruction sheet with steps detailing to the Client how to return the defective unit to the Supplier depot. • A checklist with specified areas for the Client to complete including serial number, model number, and description of fault and/or malfunction of the defective unit. • A return customer label to flag the warehouse receiving staff that this is a priority item identifying the unit as a return under the Depot Swap Warranty Service. Record the courier waybill # within Incident for future reference and tracking. Note: Consumables and Supplies are not included under the Depot Swap Warranty Service; however the Supplier is to include a functional ink/toner cartridge(s) with the replacement unit (not required for thermal devices.)
6	**Courtesy Call – 1 Day after Shipping Replacement Unit** In an effort to minimize the Equipment return loop, the Supplier is required to contact the Client one (1) day after shipment of the replacement unit. This courtesy call will serve three purposes: 1. Confirm safe and timely arrival of the unit (primary objective) 2. Verify the replacement Equipment and "Open Me First" information arrived in good

	Depot Swap Warranty Services for Equipment Service Activities/Requirements
	condition and working order 3. Remind the Client of the obligation to return the defective part within two work days. Update Incident to indicate completion of courtesy call.
7	Monitor the courier tracking system to ensure that the replacement unit has been delivered. Update the Incident with the date and time in which the replacement unit has been received.
8	**Supplier Monitoring Return of the Defective Unit:** • **Three (3) Business Days**, after the replacement unit has been received at the Client location, the defective unit should be received at the Supplier depot for repair. If it has not, the Supplier follows the procedure below (refer to item #8) to have the defective unit returned by the Client to Supplier depot. • In the case of a 3rd Party administering the replacement: **five (5) Business Days**, after the replacement unit has been received at the Client location, the defective unit should be received at the Supplier depot for repair. If it has not, the Supplier follows the escalation procedure below to have the defective unit returned by the Client to Supplier depot. • When the defective unit has been received, the Supplier will inspect the defective unit for any visible damage. If there is none, the Supplier updates the Incident with the following: "DEFECTIVE UNIT SUCCESSFULLY RECEIVED AT DEPOT" and resolves the Incident.
9	The following process will be utilized if / when Equipment remains not returned to Depot **five (5) Business Days** beyond receipt by Client. This process assumes courtesy calls have been completed to the Client as above and any Issues (e.g. shipping related challenges) have been resolved. 1. Supplier will verify the absence of activity on the Supplier supplied courier return waybill 2. Supplier will notify Client contact via email and contact the Ministry's IT service desk.
10	Audit of retuned Equipment: If the Supplier determines upon review of the Equipment that it will not be covered under Depot Swap Warranty Services for reasons such as Client damage then the Ministry's IT Service Desk is required to be notified in writing describing the issue and an estimate provided. In this circumstance the repair of the Equipment outside of the Depot Swap Warranty Service will be at the Clients full and sole discretion.
11	Abide by Original Equipment Manufacturer (OEM) guidelines during the Warranty Services coverage period.
12	Should the Client request to receive an immediate update as to the progress of the Incident, the Supplier will receive an escalation via the ITSM Toolset. The Supplier is required to respond to such escalations by providing an update within the established timelines.

Warranty Type	**Service Window**	**Call Back**	**Physical Response**	**Time to Deliver Replacement**	**Escalation response time**
Depot Swap Warranty	Monday – Friday 8:00 a.m. – 6:00 p.m.	One (1) Business Hour	N/A	Two (2) Business Days	Eight (8) Business Hours from the time of escalation

Depot Swap Warranty Services for Equipment Service Level Requirements		
Indicator	**Service Level**	**Measurement**
8.1 Depot Swap Warranty – Time to Deliver Replacement Total elapsed time from Supplier receipt of request in ITSM Toolset until the Supplier has confirmed with the Client that the replacement Equipment is received and functioning	Two (2) Business Days	95% of the time Measured - Monthly

9. Off-Warranty Services for Equipment

The Supplier is required to provide Off-Warranty Services for Equipment (including Non-Standard Equipment and Legacy Equipment) as required by the Ministry at the approved hourly service technician Rates established for Off-Warranty Services.

Refer to Appendix M of the RFB for a list of Ministry locations and the quantities of Equipment in each location. Note that the majority of Equipment listed is currently under warranty.

Off-Warranty Service will be required for instances where:

- The Equipment is not under warranty
- The repair is a result of Client-caused damage

Media Retention
In some instances, the Ministry Client may require retention of the failed Data Storage Media for the purposes of data recovery. In such cases, when requested, the Supplier is required to leave the Data Storage Media with the Client at the Client location. In these circumstances, the Supplier is required to invoice the Ministry/Client at the approved Rate established for Media Retention.

The minimum activities/requirements, Service Levels and Service Window associated with this Service are listed in the tables below.

	Off-Warranty Services for Equipment Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	Provide all parts and labour onsite at all Ministry/Client locations to perform Off-Warranty Services. *Note: the Supplier may be provided with device service codes within the Incident; however, this is provided on a best-effort basis and thus is not guaranteed.*
3	Provide on-site technicians to perform maintenance Services at the Service Levels defined.
4	The Supplier is required to perform a preliminary assessment of the cost to repair the Equipment and provide that information to the Ministry. Upon receipt of approval from the Ministry, the

	Supplier is required to complete the Incident with the appropriate information such as; cost to repair or replace.
5	Contact Client (call back) to acknowledge the Incident, confirm the issue indicated, and confirm the Client/device location.
6	Attend to the Client site (physical response) for triage/diagnostic purposes as may be required.
7	Perform Off-Warranty Services remediation to restore the Equipment to a Working State. Update Incident with details (i.e. error codes, maintenance performed, part description(s)/number(s), etc.)
8	Update firmware or install security patches if required for purposes of: • Resolving security-related issues; • Resolving Warranty Service calls (including relating to current Ministry IT specifications); • Ensuring Equipment is functioning at an optimal level.
9	Install Consumables including client replaceable units (CRU) as requested.
10	Should the Client request to receive an immediate update as to the progress of the Incident, the Supplier will receive an escalation via the ITSM Toolset. The Supplier is required to respond to such escalations by providing an update within the established timelines.
11	Update Incident to indicate completion of Off-Warranty Services.

Warranty Type	Service Window	Call Back	Physical Response	Problem Repair Estimate	Time to Repair	Escalation response time
Standard Off-Warranty	Monday – Friday 8:00 a.m. – 6:00 p.m.	Four (4) Business Hours	One (1) Business Day	Two (2) Business Days	Three (3) Business Days	Eight (8) Business Hours from the time of escalation

Off-Warranty Services for Equipment Service Level Requirements		
Indicator	**Service Level**	**Measurement**
9.1 Off-Warranty – Time to Repair Total elapsed time from Supplier receipt of request in ITSM Toolset until the Equipment has been returned to a Working State	Three (3) Business Days	95% Repaired within timeframe Measured - Monthly

9. Equipment Move Services

The Supplier is required to provide Move Services for all Equipment as required by the Ministry, and as follows:

- Move Services for Equipment at the approved Rates per Equipment Category groupings established for Move Services (Exception: "Scenario 1: Move - Within the Building/Complex" is required to be provided at no additional cost for all Eligible Equipment)
- Move Services for Non-Standard Equipment and Legacy Equipment at the approved Rates established for Move Services (Note: rates will be applied to the closest matching Equipment Category grouping on a "best fit" basis.)

For example, if *Non-Standard Equipment x* is similar to "Sub-Category 3A - Monochrome Personal Printer" with respect to size and specifications, the move of *Non-Standard Equipment x* will be charged at the approved Rate established for the Move of a Personal Printer. The Ministry reserves the right to determine the rate to be applied.

Forecast Service Volumes: It is anticipated that 90% of Move requests performed by the Supplier will be required to be performed within the standard Service Level requirement (ten (10) Business Days) and 10% will be required within the rush Service Level requirement (five (5) Business Days).
It is further anticipated that 95% of Move requests performed by the Supplier will be required to be performed within Business Hours and 5% will be required to be performed outside of Business Hours.

Note that Equipment may be relocated by the Client to any location within the Province of Ontario without the Supplier's approval. The Client will provide notice to the Supplier of its request to move said Equipment. The Supplier will continue to provide all services for the Equipment at the new location.

The minimum activities/requirements and Service Level associated with this Service are listed in the table below.

	Equipment Move Services **Service Activities/Requirements**
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
	Scenario 1: Move - Within the Building/Complex *Move Equipment to another location within the same building site (Note: complexes, such as Queen's Park, are considered the same building site)*
2	Contact Client to acknowledge the request and confirm the Client contacts as well as confirm the existing and destination locations.
3	Schedule date and time with Client. Record date and time within Incident.
4	Prepare Equipment for transport to new location in accordance with the requirements of the shipper and destination, including disconnect and removal of toner/ink as necessary, and ensuring Equipment is packaged/wrapped for protection during transit as required.
5	Provide all packing materials and shipping services at no extra cost to the Ministry, and ensure all surplus packing materials are removed from the site following shipment.
6	Physically transport the Equipment to another location within the same building site.
7	Perform post-Move activities as described below.
	Scenario 2: Move – Full (Disconnect, reconnect and transport) *Move Equipment to another location or city (not within the same building/complex.)*
8	Contact Client to acknowledge the request and confirm the Client contacts as well as confirm the existing and destination locations.
9	Schedule date and time with Client. Record date and time within Incident.
10	Prepare Equipment for shipment to new location in accordance with the requirements of the shipper and destination, including disconnect and removal of toner/ink as necessary, and ensuring Equipment is packaged/wrapped for protection during transit as required.
11	Provide all packing materials and shipping services at no extra cost to the Ministry, and ensure all surplus packing materials are removed from the site following shipment.
12	Physically transport the Equipment to new location.
13	Perform post-Move activities as described below.

	Scenario 3: Move - Post-Move Reconnect Only
14	Perform post-Move activities as described below
	Post-Move activities (to be performed for each of the above scenarios)
15	Contact Client at new location to acknowledge the request. Schedule installation date and time with Client. Record date and time within Incident.
16	Reconnect (install and configure) Equipment at new location, including updating to latest firmware.
17	Perform functional testing, verifying all device functionality.
18	Complete a checklist detailing Services performed, obtain client signature, and provide a copy to the Client.
19	Remove all packaging material from Client site for recycling as required in the Agreement and be responsible for all costs and regulatory requirements associated with the removal of packaging materials and associated debris.
20	Provide the following information (including but not limited to) within the Ticket: Client information, description of function performed, date, time, location of asset. Attach a copy of the completed Move checklist to the Ticket. Resolve the Ticket indicating completion of Move Services.

Equipment Move Services
Service Level Requirements

Indicator	Service Level	Measurement
10.1 Move – Completion Total elapsed time from Supplier receipt of request in ITSM Toolset until the Supplier has confirmed with the Client that the Equipment has been moved and is in a Working State	Standard – ten (10) Business Days Rush – five (5) Business Days	95% of the time Measured - Monthly

10. Equipment Removal Services

The Supplier is required to provide Removal Service for all Equipment as required by the Ministry, and as follows:

- Removal Services (including Sanitization) for Eligible Equipment in Categories 1 & 2 at no additional cost
- Removal Services for all other Equipment at the approved Rates established for Removal Services
- Removal Services for Non-Standard Equipment and Legacy Equipment at the approved Rates established for Removal Services (Note: rates will be applied to the closest matching Equipment Category on a “best fit” basis.)

  For example, if *Non-Standard Equipment x* is similar to “Sub-Category 3A - Monochrome Personal Printer” with respect to size and specifications, the removal of *Non-Standard Equipment x* will be charged at the approved Rate established for the Removal of a Monochrome Personal Printer. The Ministry reserves the right to determine the rate to be applied.

Forecast Service Volumes: It is anticipated that about 90% of total removals will require Standard Service Level removal (ten (10) Business Days); and that 10% of all Equipment will require Rush Service Level removal (five (5) Business Days).
Further, it is anticipated that about 80% of all removals will be issued as part of a project (renewal).

The minimum activities/requirements and Service Levels associated with this Service are listed in the tables below.

	Equipment Removal Services Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	Contact and communicate with Client and/or Ministry IT Staff
3	Certify Equipment is in functional working order
4	Physically remove any and all tags/labels which identify the Equipment as belonging to the Ministry
5	Sanitize the Data Storage Media as outlined in the Common Requirements section 1. Remove Data Storage Media (optional, upon Client/Ministry request)
6	Provide Sanitization certificate to Client/the Ministry
7	Prepare the Equipment for removal and shipment in accordance with the requirements of the shipper and destination
8	Supplier provides original signed OPS Removal Form or Client version of removal form to Client to retain the documentation for audit purposes.
9	Provide a two (2) Business Day notification to the Ministry if the removal cannot be performed on the scheduled removal date. Notification may include email, updating of the request, etc.
10	Coordinate secure transportation to the Ministry requested destination. Equipment that is owned by the Ministry will most likely be required to be transported to the Ministry's Surplus Asset Management facility (current location: Downsview.)
11	Provide all packing materials and shipping services at no extra cost to the Ministry, and ensure all surplus packing materials are removed from the site following Removal
12	Perform a reconciliation of assets reported as removed against those reported as received by the destination, in order to ensure all Equipment was removed as requested. Discrepancies are to be investigated and reported to the Ministry.
13	Record and provide electronically (soft copy) a removal report for each asset.

Equipment Removal Services Service Level Requirements		
Indicator	**Service Level**	**Measurement**
11.1 Removal – Standard/Rush Time it takes to remove the Equipment from the Client site; measured from the receipt of request in ITSM Toolset	Standard – ten (10) Business Days Rush – five (5) Business Days	95% of the time Measured - Monthly

11.2 Removal – Renewal/Project Time it takes to remove the Equipment from the Client site; measured from the receipt of request in ITSM Toolset	Ten (10) Business Days OR Date as provided by the Ministry ten (10) (or greater) Business Days in advance	95% of the time Measured - Monthly
11.3 Removal – Arrival at Destination Equipment as specified in the order has arrived at the Ministry specified destination; Total elapsed time following removal from Client location	Ten (10) Business Days	90% of the time Measured - Monthly

11. Additional Print Support Services

The Supplier is required to provide Additional Print Support Services as required by the Ministry for assistance in providing technical support and project manager resources for work above and beyond the support/work provided in the Deliverables.

For work requiring greater than fifty (50) hours:

- The Supplier is required to designate a project manager to oversee all aspects of the activity (if requested)
- The Supplier is required to provide key technical resources
- A mutually agreeable statement of work is required to be developed

The project manager is required to work closely with the Ministry and responsibilities at a minimum should include:

- Developing and maintaining a project plan (if required and as requested)
- Maintaining the schedule and administrative responsibilities
- Serving as the point person for all project/activity-related issues
- Status reporting
- Escalating issues, risks, and other concerns
- Providing any required documentation

Rates

The Supplier is required to provide the following at the approved Rates established for Additional Print Support Services:

- Flat Rate:
    - Additional Print Support Services – Project Manager
    - Additional Print Support Services – Technical resource

The Supplier will provide the Service Activities/Requirements as listed in the following table on an as-required basis.

The minimum activities/requirements associated with this Service are listed in the table below.

	Additional Print Support Services **Service Activities/Requirements**

1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	Management/administration/coordination activities that are not listed as a requirement under the particular Service within this Schedule.
3	Any Service defined in this Schedule which may have special or unique requirements for fulfillment

12. Accessibility Support for Equipment

The Supplier is required to provide consultation on Equipment with respect to Client-specific accessibility requirements under the AODA and in the managing the order process from inception through to delivery to the Client's specified location and Client acceptance/sign-off for all Equipment including recommended accessibility features, functions and any specialized Additional Equipment Options. Note: The Supplier is required to provide this Service at no additional cost.

It is anticipated that the Supplier will be required to provide the Activities/Requirements prior to and after delivery listed in the following table for all Equipment procured, on an as required basis.

	Accessibility Support for Equipment Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	Contact and communicate with Client and/or Ministry IT Staff
3	Provide consultation on Equipment with respect to Client-specific accessibility requirements.
4	Provide on-site Client survey/assessment, if requested, to ensure Equipment installation is optimised for the Client-specific accessibility requirements.
5	Provide Equipment for evaluation, if requested, in order to assess suitability of Equipment regarding Client-specific accessibility requirements.
6	Provide information regarding the accessibility function of bundled software.
7	Obtain Client sign-off that Equipment is installed and configured, and that staff is trained regarding the Client-specific accessibility requirements
8	Note: Installation, orientation, training is customised and includes the accessibility requirements and provisioned Equipment and is to adhere to the Terms (i.e. Standards) described in the Agreement.

13. Centralized Print Device Management Services

The Supplier is required to provide, at no additional cost, Centralized Print Device Management Services for all Eligible Equipment in Categories 1, 2 and 3.

The Supplier is required to provide Centralized Print Device Management software, which will provide remote fleet management capabilities for configuring, installing and managing all Eligible Equipment. The Supplier is required to provide any server licensing and Equipment licensing to maintain the software (including full technical support) throughout the life of this Agreement are to be provided at no additional cost.

Objectives of the Service include:

- Establish a centralized remote support and configuration tool for purposes of proactive monitoring and preventative maintenance reporting, remote configuration and diagnostics, as well as general print device data collection
- Fleet management
- Increased device up-time and availability
- Reduced customer disruption and increase customer satisfaction
- Develop a consumables management strategy in conjunction with Automated Meter Reads Service
- Print device reporting
- Create reports and template for purposes of auditing against the Ministry's IT configuration specifications

Software/Licensing & Installation

The Supplier is to provide the Ministry with Centralized Print Device Management software and any required server/Equipment licensing to maintain the software (including on-going full technical support) throughout the life of this Agreement.

The minimum activities/requirements associated with the Centralized Print Device Management Services are listed in the table below.

	Centralized Print Device Management Services Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	Software requirements: • Shall be capable of configuring, managing, monitoring, and reporting • Shall be able to retrieve configuration/security settings and page counts and remotely configure/update Equipment • Shall be able to produce scheduled and ad-hoc reports on configuration/security settings and enforce compliancy to mandatory specifications; • Shall be able to receive proactive (preventative maintenance) alerts; • Shall be able to perform a discovery of Equipment connected to the Ministry network.
3	The Supplier will be responsible for installation and configuration, including but not limited to: ▪ Build the IP based network scanning of Ministry subnets ▪ Create device and location based groups including groups based on GO-ITS.92 standards ▪ Create alert structure based on Warranty Services ▪ Create alert structure for all suggested issues/failures including Warranty Services ▪ Create templates based on Ministry supplied configuration guides ▪ Create reports for auditing purposes against configuration guides ▪ Configuration to include best practices as outlined by the Supplier ▪ Create scheduled reports based upon agreed upon deliverables within the Agreement
4	Develop, implement and support the functionality for the Supplier to receive preventative maintenance alerts from the Centralized Print Device Management software.
5	Develop, implement and support the functionality for the Supplier to receive preventative consumable management alerts from the Centralized Print Device Management software.

6	Develop the functionality for the Supplier to receive service related alerts from the Centralized Print Device Management software.
7	Develop, implement and support a strategy for tracking and reporting all alerts sent to the Supplier from the Software and any associated service calls. All alerts that required a response (site visit, call to the client, etc.) should have an associated service ticket created on the Ministry ITSM Toolset.
8	Develop, implement and support a comprehensive security strategy for securing access at the device level (embedded web server) as well as the Centralized Print Device Management software including and not limited to, integrating Active Directory/LDAP, creating device level individual administrator security accounts and the ability to centrally collect and store audit logs.
9	The Supplier is required to provide version control of device firmware to align with the latest printer specific/universal print driver available for the device.

14. Automated Meter Reads Service

The Supplier is required to automate the capture of meter reads (page counts), at no additional cost, for all Eligible Equipment in Categories 1, 2 and 3.

The Supplier is required to provide meter capture software, either integrated into the Centralized Print Device Management software or provided as a secondary add-on to the Centralized Print Device Management Software, which will relay meter reads directly (and one-way) to the Supplier via secure network and remaining within Canada. Any required secondary add-on software and any required server licensing and Equipment licensing to maintain the software (including full technical support) throughout the life of this Agreement are to be provided at no additional cost.

Objectives of the Service include:

- Ensure billing is accurate, based on actual page counts
- Reduced customer disruption and increase customer satisfaction
- Develop a consumables management strategy
- Collect data for purposes of financial reporting

Software/Licensing & Installation

The Supplier is to provide the Ministry with Automated Meter Read software and any required server/Equipment licensing to maintain the software (including on-going full technical support) throughout the life of this Agreement.

The minimum activities/requirements associated with the Automated Meter Reads Service are listed in the table below.

	Automated Meter Reads Service Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	Implement a deployment strategy and methodology for activating and enforcing automated meter read

3	Develop, implement and support a Consumable management strategy utilizing electronically collected data to ensure Consumables are replaced as required for all Eligible Equipment in Categories 1, 2 and 3.
4	Automate Consumables and preventative maintenance triggers by relaying information to the Supplier, automatic ordering, and arranging for a Supplier technician to install (with the exception of toner) the Consumable.
5	Develop, implement and support a change management process to capture location and/or Key Operator changes
6	Develop, implement and support a contingency plan to obtain meter reads in the event of an outage
7	Develop, implement and support a strategy to obtain meter reads in the case of devices that are either not connected to the network or are unable to connect due to security restrictions (e.g. notification/communication to the client, capture and report method, etc.)

15. Print Assessment and Optimization Services

The Supplier is required to provide, at no additional cost, a Print Assessment and implementation-ready optimization strategy inclusive of all Equipment located at all Ministry facilities within cities as listed in Appendix M of the RFB.

The print assessment is expected to commence within the first 2 years of the Agreement and should be completed within a maximum of 6 months. The optimization strategy produced as a result of the assessment should be provided to the Ministry within 6 weeks after the assessment has been completed.

This print assessment and optimization involves the assessment of the printing requirements for all Client locations throughout the province to determine the appropriate number, location and types of Equipment required to meet the needs of Clients within each location, and within the parameters set out in the GO-ITS.92 Standards as well as the government commitment to 5:1 staff to printer ratio as detailed in the OPS Green Transformation Strategy. This service involves the creation and deployment of a project team to deliver all project management activities related to the assessment.

The assessment is required to take into account any Ministerial, organizational or program area business requirements, policies, guidelines and standards and can be completed either on-site or via electronic data collection tools (which can include use of the Centralized Print Device Management Software.)

The optimization strategy is required to include detailed data collected as a result of the assessment and is required to be provided in electronic formats including detailed and executive level reporting and presented to the Ministry via an in-person session. A strategy is required to be included which details the method of implementation including but not limited to timelines and resources.

Objectives of the Service include:

- Rationalize (right-size) and optimize the print environment in a multi-phased approach
- Establish print policies
- Understand print trends
- Identify the Total Cost of Ownership (TCO)
- Identify under and over utilized Equipment

Implementation of the strategy will allow the Ministry to:

- Reduce total output volume and paper/consumable usage / offer digital alternatives
- Reduce color output volume and/or promote monochrome printing
- Reduce Equipment quantity (rationalization, consolidation, centralization)
- Reduce energy consumption
- Reduce of the Total Cost of Ownership (TCO)
- Implement digital workflows
- Create a strategy for continuous improvements, monitoring and on-going management with recommendations from the strategy and proposed services within this agreement.
- Analyze and implement vetted recommendations resulting from the assessment

Considerations for the assessment should include the following (but not limited to):

- Current state inventory of printing devices in each office location and the associated employee to device ratios for each
- Recommended print devices to meet printing needs of each office location
- Proposed employee to device ratio for monochrome, colour, scanning and fax capabilities in the future state
- Proposed implementation plan with detailed activities and timelines, for that office location

For all work performed under this requirement, that was in relation to the Agreement, all data that has been developed by the Supplier including and not limited to, reports, strategies, assessments and plans are the property of the Ministry.

The minimum activities/requirements associated with the Print Assessment and Optimization Services are listed in the table below.

	Print Assessment and Optimization Services Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
2	Software requirements: • All electronic data collection tools required for the assessment will be provide by the Supplier at no additional costs to the Ministry • The Supplier, at their discretion, is required to be able to use the software and data provided as part of the Centralized Print Device Management Service. • All electronic data collection tools are required to meet the requirements defined in Common Activities and Requirements.
3	The Supplier is required to designate a project manager to oversee all aspects of the assessment activity. The project manager will work closely with the Ministry and responsibilities at a minimum should include: • providing key technical resources • developing and maintaining a project plan if required • maintaining the schedule and administrative responsibilities • serving as the point person for all project/activity-related issues • status reporting • Escalating issues, risks, and other concerns

	• Providing any required documentation
4	The Supplier's assessment should include: • Print data and capture device utilization levels from both networked and non-networked devices • Utilization data such as color versus black and white, device type and device age • Adherence to standards set out in GO-ITS.92 and reporting against the criteria
5	The Supplier is required to describe what, if any, electronic tools will be required for this assessment, and where physical on-site assessments are required.
6	The Supplier is required to describe its strategy for assessing locations that are either unable to be reached for purposes of the assessment or where devices are not able to be tracked via electronic data collection tools.
7	Prior to proceeding with the assessment of all Ministry facilities, the Supplier is required to perform a pilot assessment at 1-2 key Ministry facilities for review by the Ministry as a proof of concept.
8	The Ministry is seeking opportunities to update its asset database using the information provided by the Supplier as part of the Print Assessment and/or Centralized Print Device Management Inventory on a one-time or on-going basis. The Supplier should provide its strategy for fulfilling this opportunity.

16. Print Authentication Services

The Supplier is required to provide Print Authentication Services for all Eligible Equipment in Category 1 as well as Legacy Equipment including multifunction devices provided by Ricoh and Xerox as manufactured from 2009 on an as-required basis and if requested by the Ministry.

Print Authentication Services enables the linkage of Active Directory credentials for authenticating a Client and enabling access to print device features and functionality, leveraging standard card authentication technology, as well as print release (pull printing) and tracking/reporting.

Objectives of the Service include:

- Provide Clients an authentication mechanism at the device using their existing logon credentials
- Reduce pages printed through print release
- Enhanced security posture
- Print tracking and reporting capability

Software/Licensing & Installation

The Supplier is required to provide the following at the approved Rates established for Print Authentication Services:

- Software (flat Rate):
  - Print authentication services software and any required server licensing to maintain the software;
- Installation and Configuration (flat Rate)
- Software Maintenance per 12-month period (flat Rate):
  - Any required server licensing to maintain the software for the 12 month period;
- Administration and Management (per 12 month period):
  - Full on-going technical support, management and administration for the 12 month period;
- Card Reader Hardware & Device Access License (Monthly Rates for Eligible Equipment):

    - Card reader including installation of card reader and device access license at any time with the Equipment Term (I.e. not limited to time of Equipment order)
    - Device access license
    - Client training at time of installation
- Card Reader Hardware & Device Access License (Monthly Rate for Non-Standard Equipment or Legacy Equipment):
    - Card reader including installation of card reader and device access license on Non-Standard Equipment or Legacy Equipment
    - Device access license
    - Client training at time of installation
- Blank cards (flat Rate)

Note: Monthly Rates will be charged by the Supplier in addition to the Equipment Base Monthly Rental for Equipment procured under this Agreement

The hardware/software is required to be compatible with the Eligible Equipment in Category 1 as well as Legacy Equipment including multifunction devices provided by Ricoh and Xerox as manufactured from 2009.

The minimum activities/requirements associated with the Print Authentication Services are listed in the table below.

	Print Authentication Services **Service Activities/Requirements**
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
	Print authentication services software
2	Software requirements: • Shall support Proximity/Smart Card technologies covered by the ISO/IEC 15693 or ISO/IEC 14443 Standard; • Shall have integrated support for pull printing/print release via card authentication; • Shall have integrated ability to track and report on print/copy jobs at the client level; • Shall have the ability to produce scheduled and ad-hoc detailed reports on print/copy jobs. • Shall be able to authenticate and authorize all Clients with matching Active Directory (AD) credentials. • Shall allow Clients to self-register using an authorized blank card or re-register using their matching Active Directory (AD) credentials. • Shall track all print output for output job accounting & costing (i.e. all output shall be associated with an account for each authorized Client of the Equipment) as well as for overall reporting purposes. • Shall be capable of tracking and reporting print/copy jobs at the Client level. • Shall enable print jobs to be stored on a centralized server(s). • Shall permit Clients to retrieve print jobs at any Equipment. • Shall allow Clients to browse, print, and delete jobs from the queued jobs list. • Shall have the ability to automatically purge jobs stored on a centralized server(s) at scheduled intervals. • Shall communicate between the Active Directory (AD) / Lightweight Directory Access Protocol (LDAP) and the device via an encryption channel equal to or stronger than 128-bit encryption. • Shall provide administrative controls (e.g. access rights and assigning Clients to roles,

	allowing rights to be assignable at the individual Client or group levels, etc.). Granular control of rights should include: read only, create, and change, as well as access to viewing and printing logs (event Log in relation to Print Authentication Services). Maintain a date/time stamped log of all events including but not limited to: o Viewing, accessing, creating, modifying and deleting records o Any change to application configuration parameters (e.g. password policy parameters, session timeout, account locking threshold, etc.) o All successful or failed logins, session timeouts, and session terminations o Any change to Client account information or account status (e.g. role assignments, access levels, account status – Active, Suspended and Disabled).
	Installation and Configuration
3	Provide server software technical design and build, configuration, and installation support.
4	Provide technical training to the Ministry's IT Staff via web conferencing.
5	Provide documentation for the administrative controls (e.g. access rights and assigning Clients to roles, allowing rights to be assignable at the individual Client or group levels, etc.).
	Administration and Management
6	Provide resources and support to the Ministry including full remote technical support (on-site if and as required) during Business Hours, product updates, and any other software related inquires, for the 12 month period.
	Card Reader Hardware & Device Access License
7	Install the card reader on the Equipment as well as any required software/connection license on the Equipment (including Non-Standard Equipment or Legacy Equipment.)
8	Perform initial on-site Client training at the time of installation; include card usage for all features including printing/copying/scanning as well as training/demonstration of card registration process at the device, as well as a hands-on demonstration on all features and functionality.

17. Document Capture Services

The Supplier is required to provide Document Capture Services (DCS) for Eligible Equipment in Category 1 as well as Legacy Equipment including multifunction devices provided by Ricoh and Xerox as manufactured from 2009 on an as-required basis and if requested by the Ministry.

Objectives of the Service include:

- Ability to provide centralized document conversion and OCR functionality and with a high level of accuracy
- Integration via Print Authentication software
- Ability to incorporate scanning to back-end repositories
- Create customizable workflows and automate paper based workflows
- Deliver encrypted transmission of scanned documents

Software/Licensing & Installation

The Supplier is required to provide the following at the approved Rates established for Document Capture Services:

- Software (flat Rate):
  - Document capture services software and installation, and any required server licensing to maintain the software;
- Installation and Configuration (flat Rate)
- Software Maintenance (per 12 month period):

    - Any required server licensing to maintain the software for the 12 month period;
- Administration and Management (per 12 month period):
    - Full on-going technical support, management and administration for the 12 month period;
- Device Access License (Monthly Rates for Eligible Equipment):
    - Device access license and installation at any time with the Equipment (i.e. not limited to time of Equipment order);
    - Client training at time of installation;
- Device Access License (Monthly Rate for Non-Standard Equipment or Legacy Equipment):
    - Device access license and installation on Non-Standard Equipment or Legacy Equipment;
    - Client training at time of installation;

Note: Monthly Rates will be charged by the Supplier in addition to the Equipment Base Monthly Rental.

The software is required to be compatible with the Eligible Equipment in Category 1 as well as Legacy Equipment including multifunction devices provided by Ricoh and Xerox as manufactured from 2009.

The minimum activities/requirements associated with the Document Capture Services are listed in the table below.

	Document Capture Services (DCS) **Service Activities/Requirements**
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
	Document capture services software
2	Software requirements: • Shall integrate with Print Authentication Services software for single sign-on/authentication which support Proximity/Smart Card technologies covered by the ISO/IEC 15693 or ISO/IEC 14443 Standard • Interface via the MFD console screen • Shall include a connector to Microsoft® SharePoint® version 2007 and higher • Shall support scanning from flatbed and ADF • Shall have character recognition accuracy that meets information high integrity sensitivity level • Shall have page layout reconstruction accuracy that meets information high integrity sensitivity level • Shall support multiple languages (i.e. English and French) • Shall have intuitive user interface design, that will assure ease of use • Shall have the output file formats (Word, Excel, PDF, PDF/A, etc.) • Shall produce output formats which are editable and searchable • Shall have support for multi-core CPUs, • Shall provide batch scanning capabilities, • Shall have PDF encryption or compression, • Shall have ability to provide redaction capabilities, • Shall have engine stability when processing large files,

	• Shall communicate between the Active Directory (AD) / Lightweight Directory Access Protocol (LDAP) and the device via an encryption channel equal to or stronger than 128-bit encryption. • Shall provide administrative controls (e.g. access rights and assigning Clients to roles, allowing rights to be assignable at the individual Client or group levels, etc.). Granular control of rights should include: read only, create, and change, as well as access to viewing and printing logs (event Log in relation to Print Authentication Services). Maintain a date/time stamped log of all events including but not limited to: o Viewing, accessing, creating, modifying and deleting records o Any change to application configuration parameters (e.g. password policy parameters, session timeout, account locking threshold, etc.) o All successful or failed logins, session timeouts, and session terminations o Any change to Client account information or account status (e.g. role assignments, access levels, account status – Active, Suspended and Disabled).
	Installation and Configuration
3	Provide customizable workflows and integrate any applicable pre-defined workflows.
4	Provide server software technical design and build, configuration, and installation support.
5	Provide technical training to the Ministry's IT Staff via web conferencing.
	Provide documentation for the administrative controls (e.g. access rights and assigning Clients to roles, allowing rights to be assignable at the individual Client or group levels, etc.).
	Administration and Management
6	Provide resources and support to the Ministry including full remote technical support (on-site if and as required) during Business Hours, product updates, and any other software related inquires, for the 12 month period.
	Device Access License
7	Install the required software/connection license on the Equipment (including Non-Standard Equipment or Legacy Equipment.)
8	Perform initial on-site Client training at the time of installation; include card usage for all features including printing/copying/scanning as well as training/demonstration of card registration process at the device, as well as a hands-on demonstration on all features and functionality including scanning to various end-points, file formats; encrypting and/or password protect a document.

18. Centralized Direct Printing Services

The Supplier is required to provide Centralized Direct Printing Services for all networked Equipment including Eligible Equipment, Non-Standard Equipment and Legacy Equipment.

The function of this Service is to establish a central system to facilitate direct IP printing and includes the deployment, management, and configuration of the software.

Objectives of the Service include:

- Reduction of WAN traffic by consolidating operational servers/queues into a primary Ministry datacenter
- Reduction of single points of failure and total cost of ownership/operation
- Central management of the printing environment
- Establish and deploy print policies (e.g. duplex/monochrome defaults)
- Establish a central management application supporting up to 15,000 print queues and all Ministry Equipment
- Establish an advanced print job tracking and monitoring of printer alerts

Software/Licensing & Installation

The Supplier is required to provide the following at the approved Rates established for Centralized Direct Printing Services:

- Software (flat Rate):
  - Centralized direct IP print management software and any required server licensing to maintain the software;
- Installation and Configuration (flat Rate)
- Software Maintenance (per 12 month period):
  - Any required server licensing to maintain the software for the 12 month period;
- Administration and Management (per 12 month period):
  - Full on-going technical support, management and administration for the 12 month period;
- Monthly Rates:
  - Device access license;

The minimum activities/requirements associated with the Centralized Direct Printing Services are listed in the table below.

	Centralized Direct Printing Services Service Activities/Requirements
1	The Supplier is required to adhere to, and meet the requirements defined in Common Activities and Requirements as they relate to this Service.
	Centralized direct IP print management software
2	Software requirements: • Shall integrate with the proposed Print Authentication software • Shall allow each device and its settings to be restricted by Active Directory authentication • Shall limit the amount of WAN traffic sent to the management server when submitting a print job to a printer within the LAN • Shall not negatively impact WAN performance by sending entire print jobs over the WAN and shall ensure the bulk of the data transfer will remain local to and reside on the LAN • Shall have the ability to centrally manage printer deployments as well as print configuration/device changes • Shall allow each device to be configured with policy settings, and have the ability to enforce print policies, including to but not limited to: o Duplex, simplex, o Colour and monochrome • Shall be able to configure and manage print drivers • Shall provide centralized tracking/reporting features which include, but not limited to: o Tracking each print job sent to a printer using the Client's Active Directory account o Tracking the computer name the job was sent from o Tracking the date and time the job was sent o Device and Client level job tracking and reporting • Shall allow for the continued printing to queues in the event that the central management server is not available on the network. • Shall have the capability to have management of a single print driver store and stored on the central management server. o The driver store shall not be dependent upon matching 32-bit and 64-bit print driver versions, and shall store all drivers as Microsoft® CAB files that can be

	pushed out to Client workstations.
	• Shall have a user interface that allows searching and adding of print queues manually by Clients.
	  o User interface shall allow Clients to be able to manually map print queues that are close to their physical location, as well as link to Group Policy Objects (GPO's) and Active Directory (AD) groups to provide automated mapping of print queues through logon scripts.
	• Shall have a help desk web interface that allows for the management of print queues and their settings.
	  o Help desk web interface shall allow document management and basic troubleshooting of print queues by help desk staff when a Client calls in regarding a printer issue
	• Shall provide detailed reporting of print environment, including but not limited to:
	  o Number of printers
	  o Location and types of printers
	  o Makes and models
	  o Print volumes
	  o Type of printing (simplex, duplex, black/white, colour, etc.)
	  o Status of printers (online, offline, out of paper, paper jam, in need of maintenance, etc.)

	Installation and Configuration
3	Provide server software technical design and build, configuration, and installation support, including support for software and database components. Installation shall include: • Creation of print driver store • Creation of alert structure for all suggested issues/failures • Creation of scheduled reports based upon agreed upon deliverables
4	Provide a comprehensive security strategy for securing the Centralized Direct Printing Service including and not limited to, integrating Active Directory/LDAP, creating individual administrator security accounts and the ability to centrally collect and store audit logs.
5	Provide technical training to the Ministry's IT Staff via web conferencing.
	Administration and Management
6	Provide resources and support to the Ministry including full remote technical support (on-site if and as required) during Business Hours, product updates, and any other software related inquires, for the 12 month period.

SCHEDULE C.1

REPORTING REQUIREMENTS

The following are detailed reporting requirements including the anticipated frequency of the reports, the major data elements, and the typical use for the report. The Supplier shall work with the Ministry to provide other reports as required.

Unless indicated otherwise, all reports shall be provided to the Ministry using Microsoft Excel 2010 and shall include monthly, yearly, and full totals.

1. Executive Summary Reporting

Title	Purpose	Frequency	Due Date	Key Data
1.1. Equipment Provision & Service Activity Report	Summary of the volume/cost of Equipment and Services for the reporting period	Monthly	≤ 5 Business Days after the last day of the month	Provide the following by Ministry/Client and full total: - Equipment order volume including cost (by Category/Sub-Category and warranty level) - Additional Equipment Options ordered including cost - Warranty Service volume (by Warranty type) - Off Warranty Service volume including cost - Service volume including cost (for each Service) - Cost per Copy costs (including average Cost per Copy cost)
1.2. Consumable / Supply Provision Report	Summary of the volume of requests for Consumables and Supplies	Monthly	≤ 5 Business Days after the last day of the month	- Consumables ordered for each Equipment Sub-Category including whether the Supplier performed on-site installation - Supplies ordered for each Equipment Sub-Category

1.3. Short Term Rental Status Report	Summary of the volume/cost of Short Term Rental Equipment	Monthly	≤ 5 Business Days after the last day of the month	- Order ID - Equipment Sub-Category - Serial number / asset tag ID - Cost - Start of term date / end of term date
1.4. Service Level Performance Report	Summary of Service Level performance relative to the metrics for the reporting period including historical trends	Monthly	≤ 5 Business Days after the last day of the month	Supplier achievement against Service Level Targets, as defined in Schedule C, including: - Numerical Service Measure identifiers - Volume of achieved requests - Total request volume - Score as a percentage
1.5. Review and Audit Reports	Ad hoc reporting for special purpose reviews or Ministry / Supplier auditing activities	On demand	≤ 3 Business Days after the request	As requested

2. Operational Reporting

Title	Purpose	Frequency	Due Date	Key Data
2.1. Order Processing – Invoice Reconciliation Report	To reconcile Ministry data with Supplier invoices	Accompanies each invoice	when invoice is submitted	- Order ID - Equipment Sub-Category - Included Services - Additional Equipment Options (if applicable)
2.2. Order Processing - Order Status and	Identifies and tracks all Equipment	Weekly	First Business Day of	- Order ID - Status (i.e. in config, shipped)

Back Order Report	orders		each week	- Region - Equipment Sub-Category - Make / model - Cost - Original requested delivery date - ETA for delivery / fulfillment - Reason for constraint / backorder - Reported date
2.3. Services Status Report	Identify and track all Service Requests that are at risk of missing target completion date	Weekly	First Business Day of each week	- Request number - Service type requested - Ministry-required date - Supplier-expected date - Identification of source of delay (resource, scheduling, etc.)
2.4. Incident Status Report	Identify and track all Incidents that are past target repair date	Weekly	First Business Day of each week	- Request number - Elapsed days since assigned to Supplier - Incident status - Reason for delay
2.5. Configuration Report - Specific Equipment	To provide confirmation that Equipment was configured as per Ministry IT specifications	Following each installation	Within 1 Business Day from time of installation	- Order ID - Ticket ID - Equipment Sub-Category - Make / model - Serial number / asset tag ID - Confirmation of each mandatory configuration and security setting
2.6. Ongoing Configuration Reporting	To provide the Ministry with configuration	Monthly	≤ 5 Business Days after	Provide various reports, including the following, and

	status information		the last day of the month	leveraging the Centralized Print Device Management Software: - Equipment that does not comply with the mandatory configuration and security settings
2.7. Historical Service Report - Specific Equipment	Obtain historical Warranty Service and Consumables provision for specific Equipment for purposes of further review	On demand	≤ 3 Business Days after the request	- Serial number / asset tag ID - Equipment Category/Sub-Category - Make / model - Historical Warranty Service Calls - Historical Consumables ordered and whether the Supplier performed on-site installation
2.8. Termination Eligibility (Faulty Equipment) Report	Identify Equipment that is eligible for immediate termination of the Rental Arrangement as per Article 11	Monthly	≤ 10 Business Days after the last day of the month	- Serial number / asset tag ID - Equipment Category/Sub-Category - Make / model - Historical Warranty Service Calls - Analysis
2.9. Termination Activity Report	Identify Rental Arrangement terminations that have occurred (including due to client request and as part of Article	Monthly	≤ 10 Business Days after the last day of the month	- Asset tag number - Serial number - Equipment Category/Sub-Category - Make / model - Termination Cost (if any) - Reason for

	11)			termination
2.10. Equipment Failure Rate	Provides Equipment failure rate (by model)	Monthly	≤ 10 Business Days after the last day of the month	- Equipment make/model - Number of failures per month/year - Failed component(s) - Analysis and mitigation

3. Asset Management and Removal Reporting

Title	Purpose	Frequency	Due Date	Key Data
3.1. Order Processing - New Asset Flat File	Provides Asset Management updates	Following each shipment	within 1 Business Day from time of shipping	- Order ID - Ministry Configuration ID - Serial number / asset tag ID - Make / model - Cost - PO number - Ship date - Warranty duration - Warranty type - Cluster, Ministry, Division, Branch - Location information
3.2. Equipment Installation Flat File	Provides Asset Management updates	Following each installation	Within 1 Business Day from time of installation	- Order ID - Ticket ID - Installation type - Service cost - Configuration ID - Serial number / asset tag ID - Cluster, Ministry, Division, Branch - Status
3.3. Warranty Replacement Flat File	Provides Asset Management updates	Following each warranty replacement	Within 1 Business Day from time of Warranty Replacement	EXISTING ASSET - Equipment description - Model number (part number)

			installation	- Serial number / asset tag ID NEW ASSET - Equipment description - Model number (part number) - Serial number
3.4. Equipment Removal Flat File	Provides Asset Management updates as well as billing reconciliation	Weekly	First Business day of each week	- Work Order reference # - Service delivery date - Service type - Status - Equipment Sub-Category - Serial number / asset tag ID - Actual serial number - Sanitization successful - Sanitization certification provided - Destination - Dates (i.e. removed from location, delivered to destination) - Condition assessment - If unable to Sanitize - provide reason
3.5. Equipment Removal - Media Sanitization Certificate	Provides a certificate of sanitization for each sanitization required	Following each media removal	Within 1 Business Day from time of removal	- Certificate # - Equipment serial number / asset tag ID - Hard drive serial number - Technician sign off - Date - Sanitization parameters - Success/failure

4. Additional Reporting

Title	Purpose	Frequency	Due Date	Key Data
4.1. Equipment End of Life (EOL) Report	Equipment Lifecycle management	As required	90 Days before End of Life	- Equipment Sub-Category & part number - Proposed Substitution Equipment - Estimated date of transition
4.2. Equipment Substitution Request Report	Equipment Lifecycle management	As required	90 Days before estimated date of transition	- Proposed Equipment specifications - Pricing - Additional Equipment Options (if applicable) - EOL date of proposed Equipment - Variances from the mandatory Technical Specifications
4.3. Security Patching	To provide the Ministry with security release/vulnerability information	Monthly or as required	Within 5 Business Days of announcement	- Date of release - Name of patch/firmware/spar - Affected Equipment makes and models - Severity
4.4. Problem Management	Provides the Ministry with specific information relating to Equipment, services, and processes	As required	As required	- Comprehensive explanation of issue - Related ITSM Toolset incident numbers - Risks

				- Proposed mitigation strategies
4.5. Equipment Usage Report	Summary of the usage of each Equipment Sub-Category	Monthly	≤ 10 Business Days after the last day of the month	For each Equipment Sub-Category (including yearly total): - Number of pages printed/copies made/scans performed/faxes received, for each of simplex and duplex, for both colour and monochrome, and for each of legal/letter/tabloid/ other paper sizes - Breakdown by paper size (letter, legal, tabloid, etc.)
4.6. Security Clearance Reporting	Provides the Ministry with a current listing of active/security-cleared individuals	Monthly	≤ 10 Business Days after the last day of the month	- Security-cleared Supplier technicians including Sub-Contractor technicians
4.7. Client Satisfaction Reporting	Provides the Ministry with Client satisfaction information in terms of Supplier-provided Services	As required	As required	- Results of Supplier-developed surveys, etc.

SCHEDULE D – Sample Purchase Order

Master Agreement No. _____

Purchase Order No. _____

_____("Supplier") and Her Majesty the Queen in Right of Ontario as represented by the Ministry of Government and Consumer Services ("MGCS") are parties to a Master Agreement (the "Master Agreement") providing for the acquisition by Clients of Deliverables as described in, and in accordance with the terms of, the Master Agreement.

In accordance with the terms of the Master Agreement, this Purchase Order comprises a rental arrangement, a purchase arrangement or an order for Services or Supplies (as specified below) between Supplier and Client. The terms and conditions of the Master Agreement are hereby incorporated by reference in this Purchase Order to the same effect as if fully set out in this Purchase Order. Despite expiry or other termination of the Master Agreement for any reason, the terms and conditions of the Master Agreement will continue to apply to this Purchase Order for so long as this Purchase Order remains in effect.

The Client and the Supplier agree and acknowledge that by executing this Purchase Order they are bound to and will comply with the provisions of the Master Agreement. All capitalized terms used in this Purchase Order without definition have the meanings ascribed to them in the Master Agreement. In the event of any conflict or inconsistency between any term or provision of this Purchase Order and any term or provision of the Master Agreement, the terms and provisions of the Master Agreement shall govern unless otherwise expressly agreed in writing by the Ministry in an addendum to this Purchase Order.

1.A. If Rental Arrangement:

(a) Supplier agrees to rent to Client, and Client agrees to rent from Supplier, the Equipment described in this Purchase Order upon and subject to the terms of this Purchase Order and the Master Agreement.

(b) The Eligible Equipment initially rented under this Rental Arrangement is described as follows:

Line item description of each piece of Eligible Equipment (including manufacturer, type and model)	***Serial number***	***Base Monthly Rent***	***Warranty Services/ Cost per Copy (Indicate if Enhanced or Premium)***	***Term (Indicate # of months: eg. 60, 9-18)***	

(c) Rental Arrangement Commencement Date: _____
(to be completed by Client after acceptance of Equipment; must be 1st day of the month following acceptance)

(d) Equipment Location(s): _____

1.B If Purchase Arrangement:

(a) Supplier agrees to sell to Client, and Client agrees to purchase from Supplier, the Eligible Equipment and Warranty Services described in this Purchase Order upon and subject to the terms of this Purchase Order and the Master Agreement.

(b) The Equipment purchased under this Purchase Arrangement is described as follows:

Line item description of each piece of Eligible Equipment (including manufacturer, type and model)	***Serial number***	***Purchase Price***	***Warranty Services/ Cost per Copy (60 month term) (Indicate if Enhanced or Depot Swap)***

(c) Equipment Location(s): _____

1.C If order for Services or Supplies:

(a) Supplier agrees to sell to Client, and Client agrees to purchase from Supplier, the Services and/or Supplies described in this Purchase Order

upon and subject to the terms of this Purchase Order and the Master Agreement.

(b) The Services and/or Supplies purchased under this Purchase Arrangement is described as follows:

[Insert details of Services or Supplies, including price, delivery dates, type of Warranty Services and other relevant details as applicable.]

DATED as of _____

Name of Client:

_____

by:

_____
Name:
Title:
Authorized Signatory

Name of Supplier:

_____

by:

_____
Name:
Title:
Authorized Signatory

SCHEDULE E

PERFORMANCE MEASURES AND REMEDIES

1.0 Performance Measures and Remedies

The Supplier is required to, at a minimum, and on a monthly basis, to meet each of the Service Level Measures as defined in Schedule C (Services Specifications.)

All Service Level Measures (Performance Measures) will be monitored based on their requirements defined in Schedule C, in accordance with the criteria and methodology defined in this Schedule. The Ministry shall have the right to invoke any one or more of the applicable Remedies as specified in Section 2.0. The rights and remedies of the Ministry set out in this Schedule E are non-exclusive and shall not limit the rights or remedies of the Ministry pursuant to the Agreement or otherwise at law or in equity

2.0 Remedies Application

The Supplier agrees that where it fails to meet the Performance Measures as specified in Section 1.0 of this Schedule E, the Ministry shall be entitled to the remedies set out in this Schedule E in accordance with the procedures set out below.

Each month, the Ministry will review the Service Level Performance Report and conduct an assessment to determine if any Performance Measure failures have occurred. Each failure will be considered as a "breach."

For example, for the "7.1 Enhanced Warranty – Time to Repair" measure, if less than 95% of the enhanced Warranty Service calls for the month have met the Service Level, this is considered to be a breach.

The number of breaches will then be cross referenced with the table below and, at the discretion of the Ministry, may result in the application of the remedies as indicated.

In any one (1) month	
1 Performance Measure breach	Credit of 5% of the base Service cost
2 Performance Measure breaches	Credit of 10% of the base Service cost
3 Performance Measure breaches	Credit of 15% of the base Service cost
4 Performance Measure breaches	Credit of 20% of the base Service cost
5 or more Performance Measure breaches	One, two or all of the following: - Credit of 20% of the base Service cost; - Procure the Equipment directly from the Manufacturer;

	- Termination of the Agreement
Repetitive Breaches of the same Performance Measure(s)	
2 consecutive months	Credit of 10% of the base Service cost
3 consecutive months	Credit of 15% of the base Service cost
4 consecutive months	Credit of 20% of the base Service cost
5 consecutive months	One, two or all of the following: - Credit of 20% of the base Service cost; - Procure the Equipment directly from the Manufacturer; - Termination of the Agreement.

The Supplier shall prepare a written Service Improvement Plan ("SIP") that explains in detail, the cause of each breach, the remedial measures the Supplier will take to prevent the reoccurrence of the breach and ensure compliance with all Service Level requirements for the rest of the Term of the Agreement. The Supplier shall provide the written SIP to the Ministry within five (5) Business Days following the occurrence of a breach.

The Supplier's Contract Manager shall be required to attend a meeting with the Ministry no later than ten (10) Business Days following the occurrence of a breach, to explain the Supplier's written SIP.

3.0 Service Credits

SERVICE CREDITS WILL BE CALCULATED AS FOLLOWS:

1. The Ministry will determine from the monthly Service Level Performance Report which Performance Measures were breached by the Supplier.
2. For each breached Performance Measure, all Equipment/Services requests for the month are included in the calculation of the base Service cost.

   For example, for the "7.1 Enhanced Warranty – Time to Repair" measure, if less than 95% of the enhanced Warranty Service calls for the month have met the Service Level, each individual enhanced Warranty Service call will be included in the calculation of the base Service cost.

3. The final applicable credit will be determined by the greater of:
   a. $1000, or

b. the sum of the base Service cost for each breached Performance Measure multiplied by the applicable credit percentage (i.e. 5%, 10%, 15%, or 20%.)

For example, for a breach of the "1.6 Data Storage Media Security" measure with a volume of twenty-two (22) removals during the month, the base Service cost would be 22 x $1000 = $22,000.
At a 5% credit percentage, the applicable credit would be 5% x $22,000 = $1,100.

Service Level Measure (Performance Measures)	**Base Service Cost Calculation**
1.1 Asset Management updates – Equipment Orders	$400 per Asset Management Update during the month
1.2 Asset Management updates – Equipment Installation	$400 per Asset Management Update during the month
1.3 Asset Management updates – Equipment Removals	$400 per Asset Management Update during the month
1.4 Asset Management Updates – Accuracy	$400 per Asset Management Update during the month
1.5 Equipment and Service Matrix timeliness	Sum of cost of all Equipment (or, for rental Equipment, Base Monthly Rental multiplied by 60) ordered in the month, of the Equipment that was not updated on time in the Matrix
1.6 Data Storage Media Security	$1000 per Data Storage Media removal during the month
3.1 Equipment End of Life Notification	Sum of 10% of cost of all Equipment (for rental Equipment, 10% of Base Monthly Rental multiplied by 60) delayed by Equipment transition
3.2 Equipment End of Life Replacement Specifications	Sum of 10% of cost of all Equipment (for rental Equipment, 10% of Base Monthly Rental multiplied by 60) delayed by Equipment transition
4.1 Delivery – Standard/Rush	Sum of 10% of cost of all Equipment (for rental Equipment, 10% of Base Monthly Rental multiplied by 60) for all Standard and Rush orders delivered during the month
4.2 Delivery – Renewal/Project	Sum of 10% of cost of all Equipment (for rental Equipment, 10% of Base Monthly Rental multiplied by 60) for all Renewal/Project orders delivered during the month
4.3 Delivery – Non-Standard	Sum of cost of Equipment Delivery charges for all Non Standard orders delivered during the month
4.4 Configuration	$800 per configuration performed during the month
4.5 Asset Tagging	$400 per Equipment tagged during the month
4.6 Returned Materials Authorization Number	Sum of cost of restocking fee for all RMA requests during the month
5.1 Installation – Standard/Rush	Sum of the following, for Standard and Rush Installations during the month: -Equipment Category 1 & 2: 10% of (Base Monthly

	Rental multiplied by 60) -Equipment Category 3: 10% of cost of Equipment -Equipment Category 4: installation charges
5.2 Installation – Renewal/Project	Sum of the following, for Renewal & Project Installations during the month: -Equipment Category 1 & 2: 10% of (Base Monthly Rental multiplied by 60) -Equipment Category 3: 10% of cost of Equipment -Equipment Category 4: installation charges
6.1 End User Training Performed	Additional On-Site Training rate multiplied by number of End User Training sessions during the month
7.1 Enhanced Warranty – Time to Repair	Sum of (Total Enhanced Cost Per Copy Rate*) for all Equipment associated to Enhanced Warranty incidents during the month
7.2 Premium Warranty – Time to Repair	Sum of (Total Premium Cost Per Copy Rate**) for all Equipment associated to Premium Warranty incidents during the month
7.3 Delivery of Consumables & Supplies	$500 per delivery of Consumables & Supplies during the month
8.1 Depot Swap Warranty – Time to Repair	Sum of Depot Swap Warranty cost for all Equipment associated to Depot Swap Warranty incidents during the month
9.1 Off-Warranty – Time to Repair	Sum of hourly Off-Warranty charges for Off Warranty incidents during the month
10.1 Move – Completion	Sum of move charges during the month
11.1 Removal – Standard/Rush	Sum of removal charges for Standard/Rush removals during the month, or for Equipment Category 1 & 2, 10% of (Base Monthly Rental multiplied by 60)
11.2 Removal – Renewal/Project	Sum of removal charges for Renewal/Project removals during the month, or for Equipment Category 1 & 2, 10% of (Base Monthly Rental multiplied by 60)
11.3 Removal – Arrival at Destination	Sum of removal charges for removals during the month, or for Equipment Category 1 & 2, 10% of (Base Monthly Rental multiplied by 60)

Total Enhanced Cost Per Copy Rate*: [(monochrome Enhanced Cost Per Copy Rate Per Month based on averages indicated within Schedule B) + (colour Enhanced Cost Per Copy Rate Per Month based on averages indicated within Schedule B)] multiplied by 60

Total Premium Cost Per Copy Rate**: [(monochrome Premium Cost Per Copy Rate Per Month based on averages indicated within Schedule B) + (colour Premium Cost Per Copy Rate Per Month based on averages indicated within Schedule B)] multiplied by 60

Either party to this Agreement can request a meeting, at any time, to discuss any issue(s) related to the Equipment or Services governed by this Agreement.

NOTE: Service credits shall be applied by the Supplier against a subsequent Ministry invoice within three months.

SCHEDULE F

SERVICE MANAGEMENT

ITSM SERVICE MANAGEMENT REQUIREMENTS

The Supplier shall provide the expert ITSM resources necessary to manage the delivery of Managed Print Services within the ITSM framework.

The Supplier shall, during transition, ensure that the interfaces between the Supplier's ITSM processes meet the OPS ITSM standards and requirements.

The Supplier shall provide and receive electronic notifications, escalations, action updates, status changes, and resolution in accordance with the Agreement, and in particular, Schedule F.

1.1 Develop Policy and Procedure Guides

The Supplier shall work with the OPS during transition-in to develop Policy and Procedure Guides (PPGs) and provide expert on-going resources as required to support the PPGs. The PPGs, at minimum, shall outline the key interaction points and measures between the OPS and the Supplier for Incident Management, Service Request Management, Problem Management, Change Management, Service Asset and Configuration Management, Release Management and Service Level Management (including performance measurement). Further details and requirements are set out in Schedule F, Part 2 – ITSM Policy and Procedure Guides.

1.2 Integrating ITSM Toolsets

During transition-in, the Supplier will be required to set up the appropriate access, technology, training and resources to use the OPS ITSM Toolset directly, (direct access), through a secure External Network Access (ENA) connection. The Supplier will be required to provide at a minimum the following updates to the Ministry's ITSM Toolset; action updates, status changes and resolution details directly within the OPS ITSM Toolset for Incidents, Service Requests and Configuration Items for a period of up to twelve (12) months from the Activation Date. There shall be no additional costs to the OPS for this enablement, including but not limited to, fees or charges for the Network Access. The Supplier shall obtain ENA through an approved and supported OPS connectivity option.

During the first twelve (12) months of the Agreement, the Supplier shall work with the Ministry to implement integration of their ITSM Toolset with the OPS ITSM Toolset for Incident, Service Request and Configuration Management (Electronic Bridge). There shall be no additional costs to the OPS for this enablement, including but not limited to fees or charges for Network Access Services.

1.2.1 Electronic Bridge to OPS

During the first twelve (12) months of the Agreement, the Supplier will use its own enabling technology and will be required to implement an Electronic Bridge to the OPS, which ensures two-way synchronization of ITSM process data (e.g., break-fix for Incident Management). The OPS has implemented an open-standard, Web-services based bridge architecture and has experience in activating internal (i.e., OPS) and external (i.e., Supplier) bridges. The Supplier shall be responsible for procurement or development of a Web-service capable message broker and gateway, including any API (Application Programming Interface) development and integration between the procured message broker and their respective ITSM enabling technology(ies.)

The Supplier shall be responsible for the cost of implementing and activating the Electronic Bridge and any ongoing costs associated with break-fix and service improvement activities (e.g., minor schema updates) for the duration of the Agreement. The Supplier shall be responsible for any Network Access Services fees through an approved and supported OPS connectivity option.

The Supplier shall be responsible for any support costs for the Electronic Bridge implementation, including, but not limited to hardware, resources, and operational monitoring.

The Supplier must be able to adapt and integrate its ITSM Toolset with the OPS ITSM Toolset specifically for Incident, Service Request and Configuration Management during the Term of the Agreement. There shall be no additional costs, fees or charges to the OPS for such changes to the Supplier's ITSM Toolset.

1.2.2 Align ITSM Toolsets

The Ministry is in the process of transitioning to a new ITSM Toolset. The Ministry has provided in Schedule F, Part 3 a conceptual OPS ITSM Toolset – Partner Activation Kit (PAK). The Partner Activation Kit (PAK) outlines the requirements to integrate the OPS ITSM Toolset for Incidents only. It provides the requirements and protocols that are needed to integrate the Supplier's and Ministry's ITSM Toolset (Electronic Bridge). For this Agreement, the Supplier is required to integrate Incidents, Service Requests and Configuration Items.

The integration details on the Configuration Management, Service Request Management and the updated Incident Management will be provided to the Supplier at the time of integration commencement. The Supplier shall use the updated Partner Activation Kit to integrate with the OPS ITSM Toolset for Incident, Service Request and Configuration Management.

Once the Ministry provides the Supplier with the updated integration requirements (ie field mapping requirements), the Supplier shall work with the Ministry to develop a plan and implement the integration of its ITSM Toolset with the OPS ITSM Toolset for Incident, Service Request and Configuration Management. This integration must be implemented no later than twelve (12) months from the Activation Date of the Agreement.

1.3 Establish Web Portal

The Supplier will provide and maintain a secure web portal. It will be browser based, contain data, reports, and reporting interfaces with extract and filter capabilities (current and historical). Content will be updated as needed (at a minimum, on a daily basis).

The Ministry shall have full access to all information included in the Web portal.

OPERATIONAL REQUIREMENTS

The following sections describe the operational roles and obligations of the Supplier in relation to the OPS' day-to-day business. The Supplier is responsible for the provision of Managed Print Services that support and enable a seamless integration with OPS operations.

The Supplier shall comply with GO-ITS 44.0 ITSM Terminology Reference Model Portable Guide Version 1.0.

1.4 ServiceDesk

The Supplier shall provide a 7/24/365(366 in a leap year) Service Desk including the requisite network resources, management tools and applications, ITSM processes, and OPS interfaces to manage the day-to-day operation of Managed Print Services. The OPS IT Service Desk is the single (and central) point of contact for all Incidents, Service Requests, and Problems reported by the OPS user community, and shall provide the OPS with up-to-date automated status reports throughout the lifecycle of Incidents, Service Requests, and Problems.

In an integrated ITSM Toolset, the Supplier shall:

- Identify, log, classify, diagnose, and resolve all Incidents and Problems.
- Manage Incidents and Problems to resolution and closure.
- Create, store, and maintain a record of all Incidents, Service Requests, Problems, and Changes in a Configuration Management Database (CMDB) to permit automated updates to the CMDB when any change to the state of the Configuration Item (CI) occurs.
- Ensure the quality, integrity, accuracy, and comprehensiveness of information related to Incidents, Service Requests, Problems and Changes.

- Implement notification and escalation procedures within its organization and with the OPS, in accordance with the applicable ITSM processes set out in this Schedule, when any performance Service Level metric is threatened.
- Immediately and automatically notify the OPS ITS Service Desk of any event, circumstance or situation that could have an adverse effect upon any of the Services.

The Supplier shall comply with GO-ITS 55.0 IT Service Desk Interaction Model Version 1.0.

1.4.1 Interface Through an Electronic Bridge

The Supplier's Service Desk shall integrate with the OPS ITS Service Desk in a way that permits real-time, bi-directional flow of information for all Incidents, Service Requests and Configuration Items between the Supplier's Service Desk and the OPS ITS Service Desk. Further details and requirements are set out in this Schedule F Section 1.2 – Integrating ITSM Toolsets.

The Supplier shall also support manual processes, including a toll-free number and conference call facilities, and will have Business Continuity Plans and contingency measures in place to ensure continued operations of all Service Management functions and obligations throughout the Term including during a force majeure event.

1.5 Incident Management

The Supplier's Service Desk Incident Management process shall classify Incidents according to the OPS classification criteria set out in Table 1 below and shall manage the Incident in accordance with the priority, as set out in Table 2 below, associated with the classification of the Incident. The Ministry reserves the right to change the classification and priority of an Incident and the Supplier shall respond to the Incident in accordance with the notice provided by ITS.

The following table provides the framework for classifying the Urgency and Impact of Incidents, which are then used to establish Incident Priority.

Table 1 - Classifying the Urgency and Impact of Incidents

Classifications	**Definitions**	**Value**	**Criteria** (At least 1 criterion shall be met)
Impact	Measure of scope and criticality to business. Often equal to the extent to which an Incident leads to distortion of agreed or expected Service Levels.	High	▪ A failure of an IT Business Service affecting multiple organizations[1] ▪ A failure affecting public safety ▪ A security-related incident affecting a large number of users across multiple organizations where total loss or compromise of critical business data may result ▪ A core network outage or a network outage affecting mission critical government location ▪ A failure affecting > 1000 users ▪ A failure that affects a money back guarantee public Service offering (Example: If Service Ontario locations are down for extended periods of time, they have contracts with ITS in which ITS compensates for lost business) ▪ Mission-critical applications fully unavailable ▪ Citizen-facing government websites
		Medium	Failure of an IT Business Service affecting a single organization which may include: ▪ A network outage affecting business critical government

[1] IT Business Services means a Service that the Ministry provides to their clients and/or the public through the use of information technology.

Classifications	Definitions	Value	**Criteria** (At least 1 criterion shall be met)
			offices ▪ A security related incident affecting large number of users where work may be seriously impeded / interrupted within large groups or some business information may be at risk ▪ A failure or serious degradation affecting >500 users ▪ A failure that affects a public-facing “non-guaranteed” Service offering (An example of a “non-guaranteed” service offering: a website hosted by ITS to serve the public information, that has no guarantee to the public from a financial repayment perspective) ▪ A failure of a business-critical application ▪ A failure affecting all users in a single organization
		Low	All remaining failures of IT Business Services which may include: ▪ Single user(s) ▪ A small isolated group of users with a common failure (single application, location, a failure on one of several IT Business Services utilized) ▪ Security related Incident affecting single or small number of users where some business data may be subject to limited compromise.
Urgency	Measures how quickly an incident needs to be responded to based on business needs.	High	▪ A formal Service Level metric is in place that specifies a restoration of Service time of≤ 4.5 hours ▪ A security threat exists or a there is potential for severe or substantial impact ▪ A failure where a formal Service Level metric has been breached or it is known that an Service Level Metric will be breached ▪ Response required includes an immediate and sustained effort using any / all available resources until the Incident is resolved ▪ Executive or VIP Service interruptions
		Medium	▪ Service Level metric specifies a restoration of IT Service within same Business day ▪ A security threat exists with potential for moderate impact. Work may be impeded in small groups. There might be some compromise of data and/or lack of availability for a small number of systems.
		Low	▪ Single user(s) ▪ A small isolated group of users with a common failure (single application, location, a failure on one of several IT Business Services utilized) ▪ A security related failure with potential for minimal impact

Table 2 - Establishing Incident Priority

Priority		Impact		
		High	Medium	Low
Urgency	High	P1	P2	P3
	Medium	P2	P2	P3
	Low	NA	P3	P4

The Supplier shall use the Major incident protocols set out in the OPS GO ITS Incident Management Standards when managing priority 1-type Incidents. P1 and P2 Incidents are considered mission or business critical Incidents. The Supplier shall assign Major incident roles to specific individuals (e.g., situation manager) to act as a single point of contact to the OPS IT Service Desk during Major incidents.
The Supplier shall comply with the following GO-ITS Standards:

- GO-ITS 37.0 Incident Management Version 2.0
- Normative Reference to GO-ITS 37: Major Incident Protocol Version 1.0

The Supplier shall also comply with the requirements on integration for Incident Management as set out in this Schedule F Section 1.2 – Integrating ITSM Toolsets.

1.6 Service Requests / Service Order Management Process

Service Requests (SR) are requests generated by a pre-defined, pre-authorized person(s) / area(s) within the OPS for work that is included within the scope of the Agreement. A SR is an authorized, approved request for the Supplier to commence a pre-defined action to be completed within a pre-defined period of time in accordance with the Agreement.

1.6.1 Service Order Management

The Supplier and the OPS shall use a Service Order Management (SOM) process to manage all Service Requests for moves, adds, deletions and changes to Managed Print Services, ensuring that the provisioning of standard Service Requests are delivered through agreed procedures. The process and corresponding policies, roles and responsibilities will be defined in detail within the Policies and Procedures Guide (PPG).
The PPG will define the order acceptance and fulfilment protocols in detail.
Examples of these acceptance and fulfilment policies and guidelines are:

1. Mandatory information per order
2. Clock stop conditions on a service order etc.

The OPS has an integrated service order tool based on an ITS Service catalogue that is used by OPS Clients to order IT services, including Managed Print Services. To facilitate Service Request ordering, tracking and reporting, the Supplier shall utilize an integrated ITSM Toolset to manage Service Requests end-to-end and communicate the status of the order to the Ministry at any point during its lifecycle.
The Supplier shall also comply with the requirements on integration for Service Request Management as set out in this Schedule F Section 1.2 – Integrating ITSM Toolsets.

1.7 Change Management

The Supplier shall comply with the following GO-ITS Standards:

- GO-ITS 35.0 OPS Enterprise Change Management Version 2.0.

The Supplier shall mitigate the risk of any negative impact to the Deliverables as a result of Changes and ensure that Changes are effectively controlled and managed. The Supplier shall comply, at a minimum, with the Change Management requirements set out in the Agreement (including the requirements set out below).

Any Change made to the production environment, whether it is planned and scheduled, or an emergency fix to correct a Problem, shall be controlled and managed by a logical, consistent approach that applies to all types of Change, for all platforms, and effectively deals with both planned and urgent Changes to correct a Problem.
The Supplier's Change Management process shall include a series of checkpoints and actions that ensure all the necessary steps have been considered (and completed) to achieve a successful implementation.
The OPS Change Management process has local, Ministry and corporate Change advisory boards that have jurisdiction over specific types of Changes. Along with the Change advisory boards, there are defined Change roles and responsibilities within the OPS e.g., Change manager and Change Coordinator. The OPS Change process shall interact directly with the Supplier's Change manager / Coordinator and their respective Change advisory boards.
The Supplier shall be responsible for all Changes whether or not a third party Service provider is involved in the service chain and, when a third party Service provider is involved, it shall be at no additional cost to the OPS.
The Supplier shall adhere to and follow the Change Management Process for all planned or urgent Changes to the production environment, whether initiated by the OPS or the Supplier.
The following are examples of OPS and Supplier initiated Changes:

- Supplier/OPS ITSM bridge
- OPS dedicated enterprise firewall infrastructure and Service impacting Changes
- OPS dedicated enterprise firewall rules
- OPS initiated Changes (planned and urgent)
- OPS location environmental outrages (e.g. power)
- OPS Change freezes / restrictions
- Planned outages and/or upgrades to OPS IT Service Management supporting technologies (i.e., ITSM Electronic Bridge)
- OPS Service Requests (upgrade and firewall Changes)
-

This Change Management process has defined classification categories discussed, in part, below. All Changes shall be reflected in real-time by the Supplier in the CMDB.

1.7.1 Classification of Changes

The party initiating the Change shall classify the Change in accordance with the OPS Change Management guidelines, except that the OPS may, in its sole discretion, change the classification of a Change initiated by the Supplier. The classification of Changes will be based on the following:

Table 3 - Change Classification

Priority	▪ Planned ▪ Urgent - Unplanned ▪ Urgent - Emergency[2]
Jurisdiction	▪ Single Ministry of cluster of Ministries – ITS ▪ Multiple clusters of Ministries – Corporate CAB
Risk[3]	▪ Low ▪ Medium ▪ High
Impact[4]	

[2]This condition requires remediation by way of restoring critical IT Business Services and meets the specified OPS criteria with the Change manager facilitating this change type during regular Business Hours.

[3]The probability of unplanned impact to IT Services due to implementation of the Change.

Change Indicator	▪ Standard ▪ Minor ▪ Significant ▪ Major

1.8 Service Asset and Configuration Management (SACM)

The requirements of SACM are to define the process and procedures used to:

- Manage and maintain the data integrity of approved Configuration Item types within a single, authoritative repository
- Control Configuration Items through a consistent lifecycle, with appropriate touch points defined across the organization
- Process accurate billing for Services
- Provide reporting capabilities that allow Clients to verify data and manage their Service information in a self-serve manner.

The Supplier shall comply with the Configuration Management requirements set out in the Agreement, including the following key activities:

- Planning the introduction of new Services to ensure alignment of CIs and their associations to new Service offerings
- Creating CIs
- Recording CI attribute information
- Creating associations between asset records and CIs
- Revising asset status as it changes throughout its lifecycle.

The Supplier shall comply with the GO-ITS 36.0 Configuration Management Portable Guide Version 1.1 Standard.

1.8.1 Policies and Procedures Guide

The Policies and Procedures Guide (PPG) will be developed during Transition In to ensure OPS assets and Configuration Items are controlled and managed by the Supplier throughout their lifecycle. The PPG will describe the SACM policies and procedures implemented within ITS in support of the SACM process. This guide is intended to function as a reference for both ITS and the Supplier that outlines all SACM activities - including roles and responsibilities, principles and procedures (including reporting and auditing). Service-specific SACM procedures and work instructions will be documented in supplemental documentation referred to as work Instructions.

1.8.2 Key Roles and Responsibilities

The Supplier shall implement the roles set out in the ITS SACM PPG including the following key roles and responsibilities:

SACM Manager	Accountable for planning, implementing and managing the ongoing execution of CI management aspects of the SACM process. This role will ensure that accurate CI information regarding the value and ownership of all CIs is maintained during the lifecycle in support of financial and Supplier management activities.
CI Owner involving	▪ *Custodial Ownership*: a group (e.g. Ministry or clusters of Ministries) that has received an asset from ITS. This group has the responsibility of care and control of the asset and is expected to return the asset when requested. Should an asset become damaged, lost or stolen, the CI owner shall contact the OPS IT Service Desk to report it and follow the applicable OPS procedure. ▪ *Service Ownership*: a group accountable for a specific Service within an organization

[4]The effects of planned outages to IT and/or Business Services.

regardless of where the underpinning technology components, processes or professional capabilities reside. The Service owner role, as it relates to this Agreement resides with ITS Telecommunication Services Branch.

The Supplier shall update the CMDB in a manner as to control the accuracy and integrity of the Configuration Item information and relationships between Configuration Items in accordance with the GO-ITS 36.0 Configuration Management Portable Guide Version 1.1.

The Supplier shall also comply with the requirements on integration for Service Asset and Configuration Management as set out in this Schedule F Section 1.2 – Integrating ITSM Toolsets.

1.9 Problem Management

The Supplier shall comply with the following GO-ITS Standards:

- GO-ITS 38.0 Problem Management Portable Guide Version 2.0.

The Supplier and the OPS shall utilize the Problem Management process set out in the Agreement to proactively and promptly manage and correct Problems. The Supplier will conduct a root cause analysis of issues and Incidents, and provide recommendations and/or identify actions that the Supplier will follow to correct the Problems. The Supplier shall set out this information in a report and shall also include all necessary information and supporting documentation to permit the OPS to monitor and manage all logged recommendations.

In the context of Problem Management, a Problem may be classified as either chronic or proactive, as defined below, in response to re-occurring network issues or Incidents against a specific component.

- *Chronic*: Finding the root cause and solving the Problem in response to re-occurring Incidents.
- *Proactive*: Identifying and solving the Problem and known errors before an Incident occurs.

The Supplier shall set specific thresholds for identifying chronic and proactive Problems. The Supplier will modify these thresholds as required by the OPS. The Supplier shall formulate and commence a Service improvement plan once a root cause analysis has been performed. The OPS may, at its discretion, consult with the Supplier and set the threshold.

ESCALATION

Escalation protocols will be defined and agreed to with the Supplier during Transition In. The objective of the escalation protocol is to ensure that the appropriate resources are assigned to provide the required attention to a particular issue related to a Service Request, Incidents and Changes.

For the Service Order Management and Incident process, escalations will occur when the defined Service Level metrics are not met. Incidents shall be escalated in accordance with the OPS GO ITS Standards. There are two types of escalations:

1. Unsolicited (Service level) which is automated—triggered by clock-timer on Incident ticket based on Incident target time
2. Solicited (hierarchical) which is manually triggered—requested by the OPS if the timely remedial action, in the sole discretion of the OPS, is not taken by the Supplier

The Supplier and the Ministry shall establish escalation timelines, contact tables and protocols that comply with the GO-ITS Standards. These timelines will be established once the Agreement has been signed and documented in a PPG.

SCHEDULE G

EQUIPMENT SPECIFICATIONS & SECURITY REQUIREMENTS

TABLE 1A - MONOCHROME BASE MFD	
Monthly Volume Range 0 - 5,000	
EQUIPMENT CONFIGURATION	
Equipment Type:	Multi-Function Device (MFD) / Multi-Function Printer (MFP)
Number of Users:	2 to 10 Users (via Network Print Server or Direct IP Printing)
Feature	**Minimum: Specification Requirements**
Standard Requirements:	
Type:	Required: Monochrome (Black & White) Only
Model Type:	Required: Standalone and Networkable
Form Factor:	Required: Countertop
Duty Cycle	Required: ≥ 10,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal) 8.5" x 11" and 8.5" x 14"
Output Speed (B&W):	Required: ≥ 30 PPM (8.5in x 11in)
Output Speed (Colour):	Not Applicable
Console:	Required: Device console touch screen interface
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, solid ink printing technology or equivalent.
Device Memory:	Required: 512 MB RAM or higher
Multifunction Modes:	Required: Print, copy, scan and fax
Platen (Flatbed)	Required: Scanning via Platen (Flatbed)
Duplexing:	Required: Auto duplexing
Automatic Document Feeder (ADF):	Required: ≥ 25 sheets
	Required: Single Pass/Dual Pass (ADF/RADF)
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 3 Minimum (including 1 adjustable bypass tray)
	Required: Tray 1 ≥ 150 sheets
	Required: Tray 2 ≥ 150 sheets (up to and including 8.5" x 14")
Adjustable Bypass Tray:	Required: Up to and including 8.5" x 14"

Paper Handling / Media Type:	Required: Letter, legal, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels
Output Tray Capacity:	Required: ≥ 50 Sheet tray accommodating up to and including 8.5" x 14"
Data Storage Media:	
Device Data Storage Media:	Required: Data Storage Media (internal)
	Required: Data Storage Media must have data security over write/erase functionality. Must have functionality to schedule an automated process to clear all jobs from the Data Storage Media, if applicable, at a specific time and at a recurring interval (i.e. immediate/scheduled (nightly)).
	Required: Data Storage Media must be removable
Connectivity and Interfaces:	
USB Connectivity Supported	Required: USB 2.0 or higher
Network Connectivity:	Required: 10Base-T/100Base-TX Ethernet or higher
Ethernet Cables:	Required: > 5 metres Cat6 (Gigabit Ethernet) and above
Protocols:	Required: TCP/IP, SNMP, SMTP, SSL, IPP
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Administration:	
Automated Meter Reads:	Required: Device to collect and report Automated Meter Reads (Refer to Schedule C Section 15)
Security:	
	Required: Console network authentication via Microsoft Active Directory and LDAP
	Required: Console card authentication access via Microsoft Active Directory and LDAP
Card Authentication:	
Card Authentication (Card Reader)	Required: Device to support approved integrated or external Card Reader (Refer to Schedule C Section 17). Note: Hardware not to be included with Equipment, but shall be priced separately in Schedule B (Print Authentication Services)
Multifunctional Modes	
Scan - Document Capture Services and Optical Character Recognition (OCR):	

Integration with Document Capture Services Environment	Required: Device to support Document Capture Services environment (Refer to Schedule C Section 18). Note: Device license not to be included with Equipment, but shall be priced separately in Schedule B (Document Capture Services)
Scan:	
Color Scanning: Embedded Device Level	Required:
Scanning Capability:	Required: Scan to email and scan to file share
Scan Output Formats	Required: PDF, JPEG, and TIFF
Fax:	
Fax Kit/ Fax Board Super G3:	Required: Super G3 (or greater) fax board Note: Fax board not to be included with Equipment, but shall be priced separately within Option Section for each applicable Sub-Category in Schedule B.

TABLE 1B - COLOUR BASE MFD	
Monthly Volume Range 0 - 5,000	
Equipment Type:	Multi-Function Device (MFD) / Multi-Function Printer (MFP)
Number of Users:	2 to 10 Users (via Network Print Server or Direct IP Printing)
Feature	**Minimum: Specification Requirements**
Standard Requirements:	
Type:	Required: Colour
Model Type:	Required: Standalone and Networkable
Form Factor:	Required: Countertop
Duty Cycle	Required: ≥ 10,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal) 8.5" x 11" and 8.5" x 14"
Output Speed (B&W):	Required: ≥ 30 PPM (8.5in x 11in)
Output Speed (Colour):	Required: ≥ 30 PPM (8.5in x 11in)
Console:	Required: Device console touch screen interface
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, solid ink printing technology or equivalent.
Device Memory:	Minimum: 512 MB RAM or higher
Multifunction Modes:	Required: Print, copy, scan and fax
Platen (Flatbed)	Required: Scanning via Platen (Flatbed)
Duplexing:	Required: Auto duplexing
Automatic Document Feeder (ADF):	Required: ≥ 25 sheets
	Required: Single Pass/Dual Pass (ADF/RADF)
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 3 Minimum (including 1 adjustable bypass tray)
	Required: Tray 1 ≥ 150 sheets
	Required: Tray 2 ≥ 150 sheets (up to and including 8.5" x 14")
Adjustable Bypass Tray:	Required: Up to and including 8.5" x 14"
Paper Handling / Media Type:	Required: Letter, legal, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels
Output Tray Capacity:	Required: ≥ 50 Sheet tray accommodating up to and including 8.5" x 14"
Data Storage Media:	
Device Data Storage Media:	Required: Data Storage Media (internal)

	Required: Data Storage Media must have data security over write/erase functionality. Must have functionality to schedule an automated process to clear all jobs from the Data Storage Media, if applicable, at a specific time and at a recurring interval (i.e. immediate/scheduled (nightly)).
	Required: Data Storage Media must be removable
Connectivity and Interfaces:	
USB Connectivity Supported	Required: USB 2.0 or higher
Network Connectivity:	Required: 10Base-T/100Base-TX Ethernet or higher
Ethernet Cables:	Required: > 5 metres Cat6 (Gigabit Ethernet) and above
Protocols:	Required: TCP/IP, SNMP, SMTP, SSL, IPP
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Administration:	
Automated Meter Reads:	Required: Device to collect and report Automated Meter Reads (Refer to Schedule C Section 15)
Security:	
	Required: Console network authentication via Microsoft Active Directory and LDAP
	Required: Console card authentication access via Microsoft Active Directory and LDAP
Card Authentication:	
Card Authentication (Card Reader)	Required: Device to support approved integrated or external Card Reader (Refer to Schedule C Section 17). Note: Hardware not to be included with Equipment, but shall be priced separately in Schedule B (Print Authentication Services)
Multifunctional Modes	
Scan - Document Capture Services and Optical Character Recognition (OCR):	
Integration with Document Capture Services Environment	Required: Device to support Document Capture Services environment (Refer to Schedule C Section 18). Note: Device license not to be included with Equipment, but shall be priced separately in Schedule B (Document Capture Services)
Scan:	
Color Scanning: Embedded Device Level	Required:
Scanning Capability:	Required: Scan to email and scan to file share

Scan Output Formats	Required: PDF, JPEG, and TIFF
Fax:	
Fax Kit/ Fax Board Super G3:	Required: Super G3 (or greater) fax board Note: Fax board not to be included with Equipment, but shall be priced separately within Option Section for each applicable Sub-Category in Schedule B.

TABLE 1C - MONOCHROME WORKGROUP MFD	
Monthly Volume Range 5,001 - 15,000	
Equipment Type:	Multi-Function Device (MFD) / Multi-Function Printer (MFP)
Number of Users:	10 to 25 Users (via Network Print Server or Direct IP Printing)
Feature	**Minimum: Specification Requirements**
Standard Requirements	
Type:	Required: Monochrome (Black & White) Only
Model Type:	Required: Standalone and Networkable
Form Factor:	Required: Countertop or Floor
Duty Cycle	Required: ≥ 35,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal) 8.5" x 11", and 8.5" x 14" (A3 paper-size not permitted)
Output Speed (B&W):	Required: ≥ 35 PPM (8.5in x 11in)
Output Speed (Colour):	Not Applicable
Console:	Required: Device console touch screen interface
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, solid ink printing technology or equivalent.
Device Memory:	Minimum: 1 GB RAM or higher
Multifunction Modes:	Required: Print, copy, scan and fax
Platen (Flatbed)	Required: Scanning via Platen (Flatbed)
Duplexing:	Required: Auto duplexing
Automatic Document Feeder (ADF):	Required: ≥ 50 sheets
	Required: Single Pass/Dual Pass (ADF/RADF)
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 3 Minimum (including 1 adjustable bypass tray)
	Required: Tray 1 ≥ 500 sheets
	Required: Tray 2 ≥ 500 sheets (up to and including 8.5" x 14")
Adjustable Bypass Tray:	Required: Up to and including 8.5" x 14"
Paper Handling / Media Type:	Required: Letter, legal, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels
Output Tray Capacity:	Required: ≥ 100 Sheet tray accommodating up to and including 8.5" x 14"
Data Storage Media:	
Device Data Storage Media:	Required: Data Storage Media (internal)

	Required: Data Storage Media must have data security over write/erase functionality. Must have functionality to schedule an automated process to clear all jobs from the Data Storage Media, if applicable, at a specific time and at a recurring interval (i.e. immediate/scheduled (nightly)).
	Required: Data Storage Media must be removable
Connectivity and Interfaces:	
USB Connectivity Supported	Required: USB 2.0 or higher
Network Connectivity:	Required: 10Base-T/100Base-TX Ethernet or higher
Ethernet Cables:	Required: > 5 metres Cat6 (Gigabit Ethernet) and above
Protocols:	Required: TCP/IP, SNMP, SMTP, SSL, IPP
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Administration:	
Department/Job Account Codes/Automated Meter Reads:	Required: Minimum - 10 account codes
	Required: User or departmental level job accounting
	Required: Device to collect and report Automated Meter Reads (Refer to Schedule C Section 15)
Security:	
	Required: Console network authentication via Microsoft Active Directory and LDAP
	Required: Console card authentication access via Microsoft Active Directory and LDAP
Card Authentication:	
Card Authentication (Card Reader)	Required: Device to support approved integrated or external Card Reader (Refer to Schedule C Section 17). Note: Hardware not to be included with Equipment, but shall be priced separately in Schedule B (Print Authentication Services)
Multifunctional Modes	
Scan - Document Capture Services and Optical Character Recognition (OCR):	
Integration with Document Capture Services Environment	Required: Device to support Document Capture Services environment (Refer to Schedule C Section 18). Note: Device license not to be included with Equipment, but shall be priced separately in Schedule B (Document Capture Services)
Scan:	

Color Scanning: Embedded Device Level	Required:
Scanning Capability:	Required: Scan to email and scan to file share
Scan Output Formats	Required: PDF, JPEG, and TIFF
Fax:	
Fax Kit/ Fax Board Super G3:	Required: Super G3 (or greater) fax board Note: Fax board not to be included with Equipment, but shall be priced separately within Option Section for each applicable Sub-Category in Schedule B

TABLE 1D - COLOUR WORKGROUP MFD	
Monthly Volume Range 5,001 - 15,000	
Equipment Type:	Multi-Function Device (MFD) / Multi-Function Printer (MFP)
Number of Users:	10 to 25 Users (via Network Print Server or Direct IP Printing)
Feature	**Minimum: Specification Requirements**
Standard Requirements:	
Type:	Required: Colour
Model Type:	Required: Standalone and Networkable
Form Factor:	Required: Countertop or Floor
Duty Cycle	Required: ≥ 35,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal) 8.5" x 11", and 8.5" x 14" (A3 paper-size not permitted)
Output Speed (B&W):	Required: ≥ 30 PPM (8.5in x 11in)
Output Speed (Colour):	Required: ≥ 30 PPM (8.5in x 11in)
Console:	Required: Device console touch screen interface
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, solid ink printing technology or equivalent.
Device Memory:	Required: 1 GB RAM or higher
Multifunction Modes:	Required: Print, copy, scan and fax
Platen (Flatbed)	Required: Scanning via Platen (Flatbed)
Duplexing:	Required: Auto duplexing
Automatic Document Feeder (ADF):	Required: ≥ 50 sheets
	Required: Single Pass/Dual Pass (ADF/RADF)
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 3 Minimum (including 1 adjustable bypass tray)
	Required: Tray 1 ≥ 500 sheets
	Required: Tray 2 ≥ 500 sheets (up to and including 8.5" x 14")
Adjustable Bypass Tray:	Required: Up to and including 8.5" x 14"
Paper Handling / Media Type:	Required: Letter, legal, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels
Output Tray Capacity:	Required: ≥ 100 Sheet tray accommodating up to and including 8.5" x 11"
Data Storage Media:	
Device Data Storage Media:	Required: Data Storage Media (internal)

	Required: Data Storage Media must have data security over write/erase functionality. Must have functionality to schedule an automated process to clear all jobs from the Data Storage Media, if applicable, at a specific time and at a recurring interval (i.e. immediate/scheduled (nightly)).
	Required: Data Storage Media must be removable
Connectivity and Interfaces:	
USB Connectivity Supported	Required: USB 2.0 or higher
Network Connectivity:	Required: 10Base-T/100Base-TX Ethernet or higher
Ethernet Cables:	Required: > 5 metres Cat6 (Gigabit Ethernet) and above
Protocols:	Required: TCP/IP, SNMP, SMTP, SSL, IPP
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Administration:	
Department/Job Account Codes/Automated Meter Reads:	Required: Minimum - 10 account codes
	Required: User or departmental level job accounting
	Required: Device to collect and report Automated Meter Reads (Refer to Schedule C Section 15)
Security:	
	Required: Console network authentication via Microsoft Active Directory and LDAP
	Required: Console card authentication access via Microsoft Active Directory and LDAP
Card Authentication:	
Card Authentication (Card Reader)	Required: Device to support approved integrated or external Card Reader (Refer to Schedule C Section 17). Note: Hardware not to be included with Equipment, but shall be priced separately in Schedule B (Print Authentication Services)
Multifunctional Modes	
Scan - Document Capture Services and Optical Character Recognition (OCR):	
Integration with Document Capture Services Environment	Required: Device to support Document Capture Services environment (Refer to Schedule C Section 18). Note: Device license not to be included with Equipment, but shall be priced separately in Schedule B (Document Capture Services)
Scan:	
Color Scanning: Embedded Device Level	Required:
Scanning Capability:	Required: Scan to email and scan to file share

Scan Output Formats	Required: PDF, JPEG, and TIFF
Fax:	
Fax Kit/ Fax Board Super G3:	Required: Super G3 (or greater) fax board Note: Fax board not to be included with Equipment, but shall be priced separately within Option Section for each applicable Sub-Category in Schedule B

TABLE 1E - MONOCHROME WORKGROUP TABLOID MFD	
Monthly Volume Range 5,001 - 15,000	
Equipment Type:	Multi-Function Device (MFD) / Multi-Function Printer (MFP)
Number of Users:	10 to 25 Users (via Network Print Server or Direct IP Printing)
Feature	**Minimum: Specification Requirements**
Standard Requirements	
Type:	Required: Monochrome (Black & White) Only
Model Type:	Required: Standalone and Networkable
Form Factor:	Required: Floor
Duty Cycle	Required: ≥ 35,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal/Tabloid) 8.5" x 11", 8.5" x 14" and 11" x 17"
Output Speed (B&W):	Required: ≥ 35 PPM (8.5in x 11in)
Output Speed (Colour):	Not Applicable
Console:	Required: Device console touch screen interface
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, solid ink printing technology or equivalent.
Device Memory:	Required: 1 GB RAM or higher
Multifunction Modes:	Required: Print, copy, scan and fax
Platen (Flatbed)	Required: Scanning via Platen (Flatbed)
Duplexing:	Required: Auto duplexing
Automatic Document Feeder (ADF):	Required: ≥ 50 sheets
	Required: Single Pass/Dual Pass (ADF/RADF)
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 4 Minimum (including 1 adjustable bypass tray)
	Required: Tray 1 ≥ 500 sheets
	Required: Tray 2 ≥ 500 sheets
	Required: Universal drawer (≥ 500 adjustable)
Adjustable Bypass Tray:	Required: Up to and including 11" x 17"
Paper Handling / Media Type:	Required: Letter, legal, tabloid, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels
Output Tray Capacity:	Required: ≥ 100 Sheet tray accommodating up to and including 11" x 17"
Data Storage Media:	

Device Data Storage Media:	Required: Data Storage Media (internal)
	Required: Data Storage Media must have data security over write/erase functionality. Must have functionality to schedule an automated process to clear all jobs from the Data Storage Media, if applicable, at a specific time and at a recurring interval (i.e. immediate/scheduled (nightly)).
	Required: Data Storage Media must be removable
Connectivity and Interfaces:	
USB Connectivity Supported	Required: USB 2.0 or higher
Network Connectivity:	Required: 10Base-T/100Base-TX Ethernet or higher
Ethernet Cables:	Required: > 5 metres Cat6 (Gigabit Ethernet) and above
Protocols:	Required: TCP/IP, SNMP, SMTP, SSL, IPP
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Administration:	
Department/Job Account Codes/Automated Meter Reads:	Required: Minimum - 10 account codes
	Required: User or departmental level job accounting
	Required: Device to collect and report Automated Meter Reads (Refer to Schedule C Section 15)
Security:	
	Required: Console network authentication via Microsoft Active Directory and LDAP
	Required: Console card authentication access via Microsoft Active Directory and LDAP
Card Authentication:	
Card Authentication (Card Reader)	Required: Device to support approved integrated or external Card Reader (Refer to Schedule C Section 17). Note: Hardware not to be included with Equipment, but shall be priced separately in Schedule B (Print Authentication Services)
Multifunctional Modes	
Scan - Document Capture Services and Optical Character Recognition (OCR):	
Integration with Document Capture Services Environment	Required: Device to support Document Capture Services environment (Refer to Schedule C Section 18). Note: Device license not to be included with Equipment, but shall be priced separately in Schedule B (Document Capture Services)
Scan:	

Color Scanning: Embedded Device Level	Required:
Scanning Capability:	Required: Scan to email and scan to file share
Scan Output Formats	Required: PDF, JPEG, and TIFF
Fax:	
Fax Kit/ Fax Board Super G3:	Required: Super G3 (or greater) fax board Note: Fax board not to be included with Equipment, but shall be priced separately within Option Section for each applicable Sub-Category in Schedule B

TABLE 1F - COLOUR WORKGROUP TABLOID MFD	
Monthly Volume Range 5,001 - 15,000	
Equipment Type:	Multi-Function Device (MFD) / Multi-Function Printer (MFP)
Number of Users:	10 to 25 Users (via Network Print Server or Direct IP Printing)
Feature	**Minimum: Specification Requirements**
Standard Requirements:	
Type:	Required: Colour
Model Type:	Required: Standalone and Networkable
Form Factor:	Required: Floor
Duty Cycle	Required: ≥ 35,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal/Tabloid) 8.5" x 11", 8.5" x 14" and 11" x 17"
Output Speed (B&W):	Required: ≥ 30 PPM (8.5in x 11in)
Output Speed (Colour):	Required: ≥ 30 PPM (8.5in x 11in)
Console:	Required: Device console touch screen interface
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, solid ink printing technology or equivalent.
Multifunction Modes:	Required: Print, copy, scan and fax
Device Memory:	Required: 1 GB RAM or higher
Platen (Flatbed)	Required: Scanning via Platen (Flatbed)
Duplexing:	Required: Auto duplexing
Automatic Document Feeder (ADF):	Required: ≥ 50 sheets
	Required: Single Pass/Dual Pass (ADF/RADF)
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 4 Minimum (including 1 adjustable bypass tray)
	Required: Tray 1 ≥ 500 sheets
	Required: Tray 2 ≥ 500 sheets
	Required: Universal drawer (≥ 500 adjustable)
Adjustable Bypass Tray:	Required: Up to and including 11" x 17"
Paper Handling / Media Type:	Required: Letter, legal, tabloid, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels
Output Tray Capacity:	Required: ≥ 100 Sheet tray accommodating up to and including 11" x 17"

Data Storage Media:	
Device Data Storage Media:	Required: Data Storage Media (internal)
	Required: Data Storage Media must have data security over write/erase functionality. Must have functionality to schedule an automated process to clear all jobs from the Data Storage Media, if applicable, at a specific time and at a recurring interval (i.e. immediate/scheduled (nightly)).
	Required: Data Storage Media must be removable
Connectivity and Interfaces:	
USB Connectivity Supported	Required: USB 2.0 or higher
Network Connectivity:	Required: 10Base-T/100Base-TX Ethernet or higher
Ethernet Cables:	Required: > 5 metres Cat6 (Gigabit Ethernet) and above
Protocols:	Required: TCP/IP, SNMP, SMTP, SSL, IPP
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Administration:	
Department/Job Account Codes/Automated Meter Reads:	Required: Minimum - 10 account codes
	Required: User or departmental level job accounting
	Required: Device to collect and report Automated Meter Reads (Refer to Schedule C Section 15)
Security:	
	Required: Console network authentication via Microsoft Active Directory and LDAP
	Required: Console card authentication access via Microsoft Active Directory and LDAP
Card Authentication:	
Card Authentication (Card Reader)	Required: Device to support approved integrated or external Card Reader (Refer to Schedule C Section 17). Note: Hardware not to be included with Equipment, but shall be priced separately in Schedule B (Print Authentication Services)
Multifunctional Modes	
Scan - Document Capture Services and Optical Character Recognition (OCR):	
Integration with Document Capture Services Environment	Required: Device to support Document Capture Services environment (Refer to Schedule C Section 18). Note: Device license not to be included with Equipment, but shall be priced separately in Schedule B (Document Capture Services)
Scan:	

Color Scanning: Embedded Device Level	Required:
Scanning Capability:	Required: Scan to email and scan to file share
Scan Output Formats	Required: PDF, JPEG, and TIFF
Fax:	
Fax Kit/ Fax Board Super G3:	Required: Super G3 (or greater) fax board Note: Fax board not to be included with Equipment, but shall be priced separately within Option Section for each applicable Sub-Category in Schedule B

TABLE 1G - MONOCHROME DEPARTMENTAL MFD	
Monthly Volume Range 15,001 - 35,000	
Equipment Type:	Multi-Function Device (MFD) / Multi-Function Printer (MFP)
Number of Users:	25 to 50 Users (via Network Print Server or Direct IP Printing)
Feature	**Minimum: Specification Requirements**
Standard Requirements	
Type:	Required: Monochrome (Black & White) Only
Model Type:	Required: Standalone and Networkable
Form Factor:	Required: Floor
Duty Cycle	Required: ≥ 100,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal/Tabloid) 8.5" x 11", 8.5" x 14" and 11" x 17"
Output Speed (B&W):	Required: ≥ 50 PPM (8.5in x 11in)
Output Speed (Colour):	Not Applicable
Console:	Required: Device console touch screen interface
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, solid ink printing technology or equivalent.
Multifunction Modes:	Required: Print, copy, scan and fax
Device Memory:	Required: 1 GB RAM or higher
Platen (Flatbed)	Required: Scanning via Platen (Flatbed)
Duplexing:	Required: Auto duplexing
Automatic Document Feeder (ADF):	Required: ≥ 100 sheets
	Required: Single Pass/Dual Pass (ADF/RADF)
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 5 minimum (including 1 adjustable bypass tray)
	Required: Tray 1 ≥ 500 sheets
	Required: Tray 2 ≥ 500 sheets
	Required: Tray 3 ≥ 500 sheets
	Required: Universal drawer (≥ 500 adjustable)
Adjustable Bypass Tray:	Required: Up to and including 11" x 17"
Paper Handling / Media Type:	Required: Letter, legal, tabloid, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels

Output Tray Capacity:	Required: ≥ 200 Sheet tray accommodating up to and including 11" x 17"
Finisher:	Required: Sort
	Required: Finisher stack capacity
	Required: Stapler
	Required: Multi positioned stapler
	Required: Three hole punch
Data Storage Media:	
Device Data Storage Media:	Required: Data Storage Media (internal)
	Required: Data Storage Media must have data security over write/erase functionality. Must have functionality to schedule an automated process to clear all jobs from the Data Storage Media, if applicable, at a specific time and at a recurring interval (i.e. immediate/scheduled (nightly)).
	Required: Data Storage Media must be removable
Connectivity and Interfaces:	
USB Connectivity Supported	Required: USB 2.0 or higher
Network Connectivity:	Required: 10Base-T/100Base-TX Ethernet or higher
Ethernet Cables:	Required: > 5 metres Cat6 (Gigabit Ethernet) and above
Protocols:	Required: TCP/IP, SNMP, SMTP, SSL, IPP
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Administration:	
Department/Job Account Codes/Automated Meter Reads:	Required: Minimum - 10 account codes
	Required: User or departmental level job accounting
	Required: Device to collect and report Automated Meter Reads (Refer to Schedule C Section 15)
Security:	
	Required: Console network authentication via Microsoft Active Directory and LDAP
	Required: Console card authentication access via Microsoft Active Directory and LDAP
Card Authentication:	
Card Authentication (Card Reader)	Required: Device to support approved integrated or external Card Reader (Refer to Schedule C Section 17). Note: Hardware not to be included with Equipment, but shall be priced separately in Schedule B (Print Authentication Services)
Multifunctional Modes	

Integration with Document Capture Services Environment	Required: Device to support Document Capture Services environment (Refer to Schedule C Section 18). Note: Device license not to be included with Equipment, but shall be priced separately in Schedule B (Document Capture Services)
Scan:	
Color Scanning: Embedded Device Level	Required:
Scanning Capability:	Required: Scan to email and scan to file share
Scan Output Formats	Required: PDF, JPEG, and TIFF
Fax:	
Fax Kit/ Fax Board Super G3:	Required: Super G3 (or greater) fax board Note: Fax board not to be included with Equipment, but shall be priced separately within Option Section for each applicable Sub-Category in Schedule B

TABLE 1H - COLOUR DEPARTMENTAL MFD	
Monthly Volume Range 15,001 - 35,000	
Equipment Type:	Multi-Function Device (MFD) / Multi-Function Printer (MFP)
Number of Users:	25 to 50 Users (via Network Print Server or Direct IP Printing)
Feature	**Minimum: Specification Requirements**
Standard Requirements	
Type:	Required: Colour
Model Type:	Required: Standalone and Networkable
Form Factor:	Required: Floor
Duty Cycle	Required: ≥ 100,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal/Tabloid) 8.5" x 11", 8.5" x 14" and 11" x 17"
Output Speed (B&W):	Required: ≥ 45 PPM (8.5in x 11in)
Output Speed (Colour):	Required: ≥ 45 PPM (8.5in x 11in)
Console:	Required: Device console touch screen interface
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, solid ink printing technology or equivalent.
Multifunction Modes:	Required: Print, copy, scan and fax
Device Memory:	Required: 1 GB RAM or higher
Platen (Flatbed)	Required: Scanning via Platen (Flatbed)
Duplexing:	Required: Auto duplexing
Automatic Document Feeder (ADF):	Required: ≥ 100 sheets
	Required: Single Pass/Dual Pass (ADF/RADF)
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 5 minimum (including 1 adjustable bypass tray)
	Required: Tray 1 ≥ 500 sheets
	Required: Tray 2 ≥ 500 sheets
	Required: Tray 3 ≥ 500 sheets
	Required: Universal drawer (≥ 500 adjustable)
Adjustable Bypass Tray:	Required: Up to and including 11" x 17"
Paper Handling / Media Type:	Required: Letter, legal, tabloid, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels

Output Tray Capacity:	Required: ≥ 200 Sheet tray accommodating up to and including 11" x 17"
Finisher:	Required: Sort
	Required: Finisher stack capacity
	Required: Stapler
	Required: Multi positioned stapler
	Required: Three hole punch
Data Storage Media:	
Device Data Storage Media:	Required: Data Storage Media (internal)
	Required: Data Storage Media must have data security over write/erase functionality. Must have functionality to schedule an automated process to clear all jobs from the Data Storage Media, if applicable, at a specific time and at a recurring interval (i.e. immediate/scheduled (nightly)).
	Required: Data Storage Media must be removable
Connectivity and Interfaces:	
USB Connectivity Supported	Required: USB 2.0 or higher
Network Connectivity:	Required: 10Base-T/100Base-TX Ethernet or higher
Ethernet Cables:	Required: > 5 metres Cat6 (Gigabit Ethernet) and above
Protocols:	Required: TCP/IP, SNMP, SMTP, SSL, IPP
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Administration:	
Department/Job Account Codes/Automated Meter Reads:	Required: Minimum - 10 account codes
	Required: User or departmental level job accounting
	Required: Device to collect and report Automated Meter Reads (Refer to Schedule C Section 15)
Security:	
	Required: Console network authentication via Microsoft Active Directory and LDAP
	Required: Console card authentication access via Microsoft Active Directory and LDAP
Card Authentication:	
Card Authentication (Card Reader)	Required: Device to support approved integrated or external Card Reader (Refer to Schedule C Section 17). Note: Hardware not to be included with Equipment, but shall be priced separately in Schedule B (Print Authentication Services)
Multifunctional Modes	

Scan - Document Capture Services and Optical Character Recognition (OCR):	
Integration with Document Capture Services Environment	Required: Device to support Document Capture Services environment (Refer to Schedule C Section 18). Note: Device license not to be included with Equipment, but shall be priced separately in Schedule B (Document Capture Services)
Scan:	
Color Scanning: Embedded Device Level	Required:
Scanning Capability:	Required: Scan to email and scan to file share
Scan Output Formats	Required: PDF, JPEG, and TIFF
Fax:	
Fax Kit/ Fax Board Super G3:	Required: Super G3 (or greater) fax board Note: Fax board not to be included with Equipment, but shall be priced separately within Option Section for each applicable Sub-Category in Schedule B

TABLE 2A - MONOCHROME WORKGROUP PRINTER	
Monthly Volume Range 5,001 - 15,000	
Equipment Type:	Workgroup Monochrome Printer
Number of Users:	10 to 25 Users (via Network Print Server or Direct IP Printing)
Feature	**Minimum: Specification Requirements**
Standard Requirements	
Type:	Required: Monochrome (Black & White) Only
Model Type:	Required: Standalone and Networkable
Form Factor:	Required: Countertop
Duty Cycle	Required: ≥ 100,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal) 8.5" x 11" and 8.5" x 14"
Output Speed (B&W):	Required: ≥ 35 PPM (8.5in x 11in)
Output Speed (Colour):	Not Applicable
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, solid ink printing technology or equivalent.
Device Memory:	Required: 512 MB RAM or higher
Print Resolution:	Required: 1200x1200 dpi
Duplexing:	Required: Auto duplexing
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 3 Minimum (including 1 adjustable bypass tray)
	Required: Tray 1 ≥ 500 sheets
	Required: Tray 2 ≥ 500 sheets
Adjustable Bypass Tray:	Required: Up to and including 8.5" x 14"
Multi-Purpose Feeder	Required: ≥ 100 sheets and ≥ 10 Envelopes
Paper Handling / Media Type:	Required: Letter, legal, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels
Output Tray Capacity:	Required: ≥ 250 Sheet tray accommodating up to and including 8.5" x 14"
Data Storage Media:	
Device Data Storage Media:	Required: Data Storage Media (internal)
	Required: Data Storage Media must have data security over write/erase functionality. Must have functionality to schedule an automated process to clear all jobs from the Data Storage Media, if applicable, at a specific time and at a recurring interval (i.e. immediate/scheduled (nightly)).
	Required: Data Storage Media must be removable

Connectivity and Interfaces:	
USB Connectivity Supported	Required: USB 2.0 or higher
Network Connectivity:	Required: 10Base-T/100Base-TX Ethernet or higher
Ethernet Cables:	Required: > 5 metres Cat6 (Gigabit Ethernet) and above
Protocols:	Required: TCP/IP, SNMP, SMTP, SSL, IPP
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Administration:	
Automated Meter Reads:	Required: Device to collect and report Automated Meter Reads (Refer to Schedule C Section 15)

TABLE 2B - COLOUR WORKGROUP PRINTER	
Monthly Volume Range 5,001 - 15,000	
Equipment Type:	Workgroup Colour Printer
Number of Users:	10 to 25 Users (via Network Print Server or Direct IP Printing)
Feature	**Minimum: Specification Requirements**
Standard Requirements	
Type:	Required: Colour
Model Type:	Required: Standalone and Networkable
Form Factor:	Required: Countertop
Duty Cycle	Required: ≥ 100,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal) 8.5" x 11" and 8.5" x 14"
Output Speed (B&W):	Required: ≥ 25 PPM (8.5in x 11in)
Output Speed (Colour):	Required: ≥ 20 PPM (8.5in x 11in)
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, solid ink printing technology or equivalent.
Device Memory:	Required: 756 MB RAM or higher
Print Resolution:	Required: 1200x1200 dpi
Duplexing:	Required: Auto duplexing
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 3 Minimum (including 1 adjustable bypass tray)
	Required: Tray 1 ≥ 500 sheets
	Required: Tray 2 ≥ 500 sheets
Adjustable Bypass Tray:	Required: Up to and including 8.5" x 14"
Multi-Purpose Feeder	Required: ≥ 100 sheets and ≥ 10 Envelopes
Paper Handling / Media Type:	Required: Letter, legal, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels
Output Tray Capacity:	Required: ≥ 250 Sheet tray accommodating up to and including 8.5" x 14"
Data Storage Media:	
Device Data Storage Media:	Required: Data Storage Media (internal)
	Required: Data Storage Media must have data security over write/erase functionality. Must have functionality to schedule an automated process to clear all jobs from the Data Storage Media, if applicable, at a specific time and at a recurring interval (i.e. immediate/scheduled (nightly)).
	Required: Data Storage Media must be removable

Connectivity and Interfaces:	
USB Connectivity Supported	Required: USB 2.0 or higher
Network Connectivity:	Required: 10Base-T/100Base-TX Ethernet or higher
Ethernet Cables:	Required: > 5 metres Cat6 (Gigabit Ethernet) and above
Protocols:	Required: TCP/IP, SNMP, SMTP, SSL, IPP
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Administration:	
Automated Meter Reads:	Required: Device to collect and report Automated Meter Reads (Refer to Schedule C Section 15)

TABLE 3A - MONOCHROME PERSONAL PRINTER	
Monthly Volume Range 0 - 5,000	
Equipment Type:	Personal Monochrome Printer
Number of Users:	1
Feature	**Minimum: Specification Requirements**
Standard Requirements	
Type:	Required: Monochrome (Black & White) Only
Model Type:	Required: Standalone (Desktop Attached)
Form Factor:	Required: Desktop
Duty Cycle	Required: ≥ 10,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal) 8.5" x 11" and 8.5" x 14"
Output Speed (B&W):	Required: ≥ 25 PPM (8.5in x 11in)
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, solid ink printing technology or equivalent.
Device Memory:	Required: 64 MB RAM or higher
Print Resolution:	Required: 600x600 dpi
Duplexing:	Required: Auto duplexing
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 3 Minimum (including 1 adjustable bypass tray) plus ability to add an optional third tray (as described in Line 34)
	Required: Tray 1 ≥ 250 Letter
	Required: Tray 2 ≥ 250 Legal (Device must have 2nd Tray available, but not included in the standard requirements - provide cost within option section in Schedule B)
Adjustable Bypass Tray:	Required: Up to and including 8.5" x 14", up to 50 sheets
Toner	Print cartridge(s) supplied with the printer must not be starter cartridges with lower yield levels. If a starter cartridge is shipped with the unit, an additional commercially available cartridge must be shipped with the unit at no charge
Paper Handling / Media Type:	Required: Letter, legal, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels
Output Tray Capacity:	Required: ≥ 100 Sheet tray accommodating up to 8.5" x 14"
Data Storage Media	
Device Data Storage Media (if available):	Required: No

Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Connectivity and Interfaces:	
USB Connectivity Supported:	Required: USB 2.0 or higher
USB Cables:	Required: > 2 meters USB 2.0 or higher cable
Administration	
Automated Meter Read	Required: Device to collect and report Automated Meter Reads (Refer to Schedule C Section 15)

TABLE 4A - COMPACT MONOCHROME PERSONAL PRINTER	
Equipment Type:	Compact Monochrome Personal Printer
Number of Users:	1
Feature	**Minimum: Specification Requirements**
Standard Requirements	
Type:	Required: Monochrome
Model Type:	Required: Standalone (Desktop Attached)
Form Factor:	Required: Desktop
Duty Cycle	Required: ≥ 3,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal) 8.5" x 11" and 8.5" x 14"
Output Speed (B&W):	Required: ≥ 10 PPM (8.5in x 11in)
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, inkjet, solid ink printing technology or equivalent.
Device Memory:	Required: 64 MB RAM or higher
Print Resolution:	Required: 1200x600 dpi or equivalent.
Duplexing:	Required: Auto duplexing
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 2 Minimum (including 1 adjustable bypass tray) plus ability to add an optional third tray (as described in Line 33)
	Required: Tray 1 ≥ 50 Letter
	Required: Tray 2 ≥ 50 Legal (Device must have 2nd Tray available, but not included in the standard requirements - provide cost within option section in Schedule B)
Adjustable Bypass Tray:	Required: Single-sheet bypass, up to and including 8.5" x 14"
Toner	Required: Print cartridge(s) supplied with the printer must not be starter cartridges with lower yield levels. If a starter cartridge is shipped with the unit, an additional commercially available cartridge must be shipped with the unit at no charge
Paper Handling / Media Type:	Required: Letter, legal, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels
Output Tray Capacity:	Required: ≥ 50 Sheet tray accommodating up to 8.5" x 14"
Data Storage Media	
Device Data Storage Media (if available):	Required: No
Operating System:	

Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Connectivity and Interfaces	
USB Connectivity Supported	Required: USB 2.0 or higher
USB Cables:	Required: $\geq$ 2 meters USB 2.0 or higher cable

TABLE 4B - COMPACT ALL-IN-ONE COLOUR PERSONAL PRINTER	
Equipment Type:	Compact All-in-One Colour Personal Printer
Number of Users:	1
Feature	**Minimum: Specification Requirements**
Standard Requirements	
Type:	Required: Colour
Model Type:	Required: Standalone (Desktop Attached)
Form Factor:	Required: Desktop
Duty Cycle	Required: ≥ 3,000 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal) 8.5" x 11" and 8.5" x 14"
Output Speed (B&W):	Required: ≥ 10 PPM (8.5in x 11in)
Output Speed (Colour):	Required: ≥ 8 PPM (8.5in x 11in)
Copy/Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, inkjet, solid ink printing technology or equivalent.
Scanning Technology:	Required: CCD (charge coupled devices) or CIS (contact image sensor)
Device Memory:	Required: 64 MB RAM or higher
Multifunction Modes:	Required: Print, copy, scan and fax
Platen (Flatbed)	Required:
Print Resolution:	Required: 1200x600 dpi or equivalent.
Copy Resolution:	Required: 600x600 dpi
Scan Resolution	Required: 600x600 dpi
Duplexing:	Required: Auto duplexing
Print Description Language (PDL):	Required: Adobe® PostScript® 3™ or greater, PostScript® 3™ emulation or greater, PCL® 5e/6 or greater, PCL® 5e/6 emulation or greater
Paper Trays/Drawers:	Required: 2 Minimum (including 1 adjustable bypass tray) plus ability to add an optional third tray (as described in Line 39)
	Required: Tray 1 ≥ 50 Letter
	Required: Tray 2 ≥ 50 Legal (Device must have 2nd Tray available, but not included in the standard requirements - provide cost within option section in Schedule B)
Adjustable Bypass Tray:	Required: Single-sheet bypass, up to and including 8.5" x 14"

Toner	Required: Print cartridge(s) supplied with the printer must not be starter cartridges with lower yield levels. If a starter cartridge is shipped with the unit, an additional commercially available cartridge must be shipped with the unit at no charge
	Required: Letter, legal, statement, executive, folio, index card, A5, A6, B5 JIS, ISO B5, custom sizes / standard paper stock, envelopes, labels
Output Tray Capacity:	Required: ≥ 50 Sheet tray accommodating up to 8.5" x 14"
Data Storage Media	
Device Data Storage Media (if available):	Required: No
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Windows® Server 2003, Windows® Server 2008 and higher (32bit & 64bit), Windows® Server 2012 and higher (64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Connectivity and Interfaces	
USB Connectivity Supported	Required: USB 2.0 or higher
USB Cables:	Required: ≥ 2 meters USB 2.0 or higher cable
Multifunctional Modes	
Scan	
Scan Output Formats (via software or device)	Required: PDF, JPEG, and TIFF
Optical Character Recognition (OCR) Software	Required: Included Licensed Optical Character Recognition (OCR) Software
Scan-to-Desktop	Required:
Fax	
Fax Kit/ Fax Board Super G3:	Required: Super G3 (or greater) fax board

TABLE 4C - COLOUR MOBILE PRINTER	
Equipment Type:	Colour Mobile Printer
Number of Users:	1
Feature	**Minimum: Specification Requirements**
Standard Requirements	
Type:	Required: Colour Mobile
Model Type:	Required: Standalone (Desktop attached)
Form Factor:	Required: Mobile
Duty Cycle	Required: ≥ 500 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal) 8.5" x 11" and 8.5" x 14"
Output Speed (B&W):	Required: ≥ 15 PPM
Output Speed (Colour):	Required: ≥ 5 PPM
Print Technology:	Required: Digital electrographic printing technology, stationary print head inkjet printing technology, inkjet, solid ink printing technology or equivalent.
Device Memory:	Required: 32 MB RAM or higher
Print Resolution:	Required: 600x600 dpi
Standard Sources Input:	Required: 50 Sheet tray
Toner	Required: Print cartridge(s) supplied with the printer must not be starter cartridges with lower yield levels. If a starter cartridge is shipped with the unit, an additional commercially available cartridge must be shipped with the unit at no charge
Paper Handling / Media Type:	Required: Letter, legal, statement, executive, Folio, A4, A5, envelopes, photo, cards, standard paper stock
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Connectivity and Interfaces	
USB Connectivity Supported	Required: USB 2.0 or higher
Power Requirements:	
Battery:	Required: Lithium/Lithium-ion battery
Time required to fully charge battery:	Required: ≥ 1 hour

TABLE 4D - RUGGED THERMAL MOBILE PRINTER	
Equipment Type:	Rugged Thermal Mobile Printer
Number of Users:	1
Feature	**Minimum: Specification Requirements**
Standard Requirements	
Type:	Required: Monochrome Thermal
Model Type:	Required: Standalone (Desktop attached)
Form Factor:	Required: Mobile
Duty Cycle	Required: ≥ 500 pages/month
Acceptable Document Size (Original):	Required: Up to and including (Letter/Legal) 8.5" x 11" and 8.5" x 14"
Output Speed (B&W):	Required: ≥ 5 PPM
Print Technology:	Required: Direct thermal printing
Print Resolution:	Required: 300x300 dpi
Standard Sources Input:	Required: 100 Sheet roll
Paper Handling / Media Type:	Required: Letter, legal, A4, AMSI A, thermal paper, roll, BPA free, UV resistant, water resistant
Output Tray Capacity:	Required: ≥ 100 Sheet roll
Operating System:	
Supported Operating System:	Required: Windows® 7 and Windows® 8.1 and higher (32bit & 64bit), Mac OS® 10.6 and later
Print Drivers:	Required: Universal driver compatibility and support (32bit & 64bit Windows® OS)
Connectivity and Interfaces	
USB Connectivity Supported	Required: USB 2.0 or higher
Power Requirements:	
Battery:	Required:
Battery Recharge Time:	Required: ≥ 1 hour

Mandatory Security Requirements

			Equipment Category 1: Mandatory Security Requirements for MFDs	Equipment Category 2: Mandatory Security Requirements for Network Printers	Equipment Category 3: Mandatory Security Requirements for Personal Printer
#	Security Requirement	Description	All Sub-Categories	All Sub-Categories	Sub-Category 3A - Monochrome Personal Printer
1	**Data Storage Media Security**	***[Note: Applies to models that contain Data Storage Media]***			
1.1	Document Storage	Documents being stored on the physical Data Storage Media must have the ability to be encrypted.			Not Applicable
1.2	Data Encryption	Equipment must support cryptography that is compliant with GO-ITS 25.12, including support for the minimum of AES-256 encryption algorithm.			Not Applicable
1.3	Data Storage Media Wiping: End-of-Life	Equipment must have the ability to wipe/clear the Data Storage Media with an option of a minimum of 3 passes prior to removal from OPS at end-of-life.			Not Applicable
1.4	Data Storage Media Wiping: Repair/Replacement	The Data Storage Media and memory must have the ability to be securely wiped before sending out for repair or replacement. If unable to repair and/or wipe on-site, the Data Storage Media must be removed and left with the client group for secured destruction.			Not Applicable
1.5	Data Storage Media Retention	The Supplier must provide the ability for OPS to remove/retain storage drives after being wiped at end-of-life for secured destruction when so requested by the client group.			Not Applicable
1.6	Cryptography Key Management	Cryptographic key management must reside with the Ministry and cryptographic key management procedures must be in accordance with the GO-ITS 25.12 policy.			Not Applicable
2	**Document Access Control**				
2.1	Secure Print Function	Must have the ability to use secure print function with user unique minimum 4 digit PIN-code for job release.			Not Applicable
2.2	Document Secure Release	Must have the ability to clear secured jobs from the Data Storage Media after they have been released.			Not Applicable

3	**Data Transmission Encryption**				
3.1	Secure Communication Protocols	Must provide secure protocols for secure remote administrative access sessions such as HTTPS (RSA Certificate with a minimum 1024 bit key length), FTPS, SNMPv3, SSHv2, SSL, etc.			Not Applicable
4	**Network Access Security**				
4.1	Insecure Protocols	Must have the ability to disable all protocols that are not required and insecure such as FTP, Telnet, etc.			Not Applicable
4.2	Fax/Network Segregation	Must provide logical separation between the fax modem and network functions.		Not Applicable	Not Applicable
5	**Admin Access Restriction & Restoration**				
5.1	Admin Access Password Protection	Access to the device management service and/or admin control panel on the Equipment must be through the use of a unique/complex and protected admin password (i.e., at least 8 characters long and contains at least 1 digit and at least one upper and one lower caps.			Not Applicable
5.2	Restricted Access Controls	Must provide the ability to restrict access to address books, mailboxes and logs through strong access control policy.		Not Applicable	Not Applicable
5.3	Secure Remote Management	Equipment Category 1 devices must provide the ability for secure remote management access through encryption and strong password authentication.			Not Applicable
5.4	Patching	Vendors must inform OPS on patch updates and have the ability to implement the updates within the OPS patch management processes depending on the severity of the vulnerability. (GO-ITS 42 – Patch Management Operation Procedure).			
5.5	USB Key Interface	Equipment must have the ability to disable the front panel USB interface (Print from and scan to USB) if applicable.			
6	**User Authentication**				
6.1	Unauthorized Users	Equipment must provide the ability, via PIN code or network authentication, to prevent unauthorized users from accessing the control panel functions to print, copy, scan or fax.		Not Applicable	Not Applicable
6.2	AD & LDAP Integration	Equipment Category 1 devices must have the ability to integrate with Active Directory (AD) / Lightweight Directory Access Protocol (LDAP) for user authentication.		Not Applicable	Not Applicable
6.3	Secure Device Authentication Protocols	Equipment must provide strong secure device authentication that utilizes Kerberos, Digest-MD5 (LDAP-v3) and Secure Socket Layer (SSL) protocols.		Not Applicable	Not Applicable
7	**Audit Logs & Reporting**				

7.1	Log Fax Activity	Must have the ability for all Equipment Category 1 devices fax activity to be logged (date/time, destination number and volume)		Not Applicable	Not Applicable
7.2	Administrative Logs	Must have the capability of logging all activities performed by the privileged users that include the Supplier's support personnel. Logs must be secured such that no one can delete or modify them.			Not Applicable

			Equipment Category 4: Mandatory Security Requirements for Compact and Mobile Printers			
#	Security Requirement	Description	Sub-Category 4A – Compact Monochrome Personal Printer	Sub-Category 4B – Compact All-in-One Colour Personal Printer	Sub-Category 4C – Colour Mobile Printer	Sub-Category 4D – Rugged Thermal Mobile Printer
1	**Data Storage Media Security**	***[Note: Applies to models that contain Data Storage Media]***				
1.1	Document Storage	Documents being stored on the physical Data Storage Media must have the ability to be encrypted.	Not Applicable			
1.2	Data Encryption	Equipment must support cryptography that is compliant with GO-ITS 25.12, including support for the minimum of AES-256 encryption algorithm.	Not Applicable			
1.3	Data Storage Media Wiping: End-of-Life	Equipment must have the ability to wipe/clear the Data Storage Media with an option of a minimum of 3 passes prior to removal from OPS at end-of-life.	Not Applicable			
1.4	Data Storage Media Wiping: Repair/Replacement	The Data Storage Media and memory must have the ability to be securely wiped before sending out for repair or replacement. If unable to repair and/or wipe on-site, the Data Storage Media must be removed and left with the client group for secured destruction.	Not Applicable			
1.5	Data Storage Media Retention	The Supplier must provide the ability for OPS to remove/retain storage drives after being wiped at end-of-life for secured destruction when so requested by the client group.	Not Applicable			
1.6	Cryptography Key Management	Cryptographic key management must reside with the Ministry and cryptographic key management procedures must be in accordance with the GO-ITS 25.12 policy.	Not Applicable			
2	**Document Access Control**					
2.1	Secure Print Function	Must have the ability to use secure print function with user unique minimum 4 digit PIN-code for job release.	Not Applicable			

2.2	Document Secure Release	Must have the ability to clear secured jobs from the Data Storage Media after they have been released.	Not Applicable			
3	**Data Transmission Encryption**					
3.1	Secure Communication Protocols	Must provide secure protocols for secure remote administrative access sessions such as HTTPS (RSA Certificate with a minimum 1024 bit key length), FTPS, SNMPv3, SSHv2, SSL, etc.	Not Applicable			
4	**Network Access Security**					
4.1	Insecure Protocols	Must have the ability to disable all protocols that are not required and insecure such as FTP, Telnet, etc.	Not Applicable			
4.2	Fax/Network Segregation	Must provide logical separation between the fax modem and network functions.	Not Applicable		Not Applicable	
5	**Admin Access Restriction & Restoration**					
5.1	Admin Access Password Protection	Access to the device management service and/or admin control panel on the Equipment must be through the use of a unique/complex and protected admin password (i.e., at least 8 characters long and contains at least 1 digit and at least one upper and one lower caps.	Not Applicable			
5.2	Restricted Access Controls	Must provide the ability to restrict access to address books, mailboxes and logs through strong access control policy.	Not Applicable			
5.3	Secure Remote Management	Equipment Category 1 devices must provide the ability for secure remote management access through encryption and strong password authentication.	Not Applicable			
5.4	Patching	Vendors must inform OPS on patch updates and have the ability to implement the updates within the OPS patch management processes depending on the severity of the vulnerability. (GO-ITS 42 – Patch Management Operation Procedure).				
5.5	USB Key Interface	Equipment must have the ability to disable the front panel USB interface (Print from and scan to USB) if applicable.			Not Applicable	
6	**User Authentication**					
6.1	Unauthorized Users	Equipment must provide the ability, via PIN code or network authentication, to prevent unauthorized users from accessing the control panel functions to print, copy, scan or fax.	Not Applicable			
6.2	AD & LDAP Integration	Equipment Category 1 devices must have the ability to integrate with Active Directory (AD) / Lightweight Directory Access Protocol (LDAP) for user authentication.	Not Applicable			
6.3	Secure Device Authentication Protocols	Equipment must provide strong secure device authentication that utilizes Kerberos, Digest-MD5 (LDAP-v3) and Secure Socket Layer (SSL) protocols.	Not Applicable			

7	**Audit Logs & Reporting**				
7.1	Log Fax Activity	Must have the ability for all Equipment Category 1 devices fax activity to be logged (date/time, destination number and volume)	Not Applicable		Not Applicable
7.2	Administrative Logs	Must have the capability of logging all activities performed by the privileged users that include the Supplier's support personnel. Logs must be secured such that no one can delete or modify them.	Not Applicable		

SCHEDULE H

SUBSTITUTION REQUEST FORM

Notification of Request for Substitution

To initiate the substitution procedure, the Supplier Representative must submit by e-mail or paper copy, a Request for Substitution to the Ministry Representative giving full details about the proposed change, including:

(1) the name and part number of the new product;
(2) the Subcategory into which it is offered;
(3) the name and part number of the Product that is to be replaced;
(4) the date from which the new product would be available for testing; and,
(5) the desired effective date, if accepted.

Substitution Submission

This request must be accompanied, or closely followed, by full electronic or paper copy documentation including:

(1) a printout (from the Master Agreement) of the appropriate minimum Specifications/Features for each piece of equipment offered, including the signed certification that the equipment meets or exceeds the specification(s) of the Subcategory into which it would be substituted;

(2) a printout (from the Master Agreement) of the appropriate Rates for each piece of equipment offered, in accordance with the guidelines of the Master Agreement.

(3) copies of any certifications or registrations required (Energy Star, EcoLogo, EPEAT, ISO etc.) including those required for any percentage reduction;

(4) technical and descriptive literature for all products offered, including one copy of the advertising and technical literature, in each of English or French or bilingual (English/ French), for each model offered. If this documentation is available from an internet site, the detailed Internet address must be provided along with printouts of the information available;

(5) proof of English and French or bilingual (English/French) user manuals (either the Index or Table of Contents is sufficient).

SCHEDULE I

PROVINCIALLY FUNDED ORGANIZATION NOTICE

[INSTRUCTION TO SUPPLIER: PRIOR TO responding to requests from a Provincially Funded Organization, forward a copy of this document to the Provincially Funded Organization. Aside from inserting the information in the applicable fields below, this Provincially Funded Organization Notice may not be amended.]

PROVINCIALLY FUNDED ORGANIZATION NOTICE

BACKGROUND INFORMATION:

o Ontario has established various vendor of record arrangements (each a "**VOR Arrangement**") for selected qualified vendors (each a "**Vendor**") to supply certain products or services, or both, (the **"Deliverable"**) to Ontario.

o Vendors under most VOR Arrangements are required, subject to the terms of their agreement with Ontario under the applicable VOR Arrangement (each an "**Ontario Agreement**"), to consider requests from you (if you are a "Provincially Funded Organization", as defined in the applicable Ontario Agreement) to make Deliverables available to you for purchase.

o In order for a Vendor to consider requests from you, the Vendor must first provide you with this Provincially Funded Organization Notice ("**Notice**").

o If you continue with your request after being provided with this Notice, you will be deemed to have acknowledged and agreed to the terms set out in this Notice.

TERMS

1. Your Status in Relation to Ontario Agreements. You are not a party to any Ontario Agreement and you cannot acquire any Deliverables as a "Client" under any Ontario Agreement. If you wish to acquire products and services from a Vendor, you must enter into a separate agreement with the Vendor ("**Provincially Funded Organization Agreement**").

2. Provincially Funded Organization Agreement. Although Ontario is providing you with access to Vendors listed on VOR Arrangements, you remain solely responsible for negotiating the terms and conditions of your Provincially Funded Organization Agreement with each Vendor, including the responsibility for ensuring that each of your Provincially Funded Organization Agreements contains business, legal or other terms and conditions as may be necessary or desirable for you.

3. Procurement Processes. You are solely responsible for ensuring that the selection of any Vendor and the procurements made under any of your Provincially Funded Organization Agreements comply with any and all procurement rules, regulations, obligations and processes to which you are subject. Any differences between the terms and conditions of an Ontario Agreement and the terms and conditions of your Provincially Funded Organization Agreement may affect whether the selection of the Vendor and the

procurements made under your Provincially Funded Organization Agreement meet the procurement rules, regulations, obligations or processes to which you are subject.

4. Ontario Not Liable for Your Relationship with Vendors.

- Ontario does not endorse, recommend or approve the suitability of: (i) any Vendor as a supplier to you; (ii) the procurement process used to establish any VOR Arrangement as meeting the procurement rules, regulations, obligations and processes to which you are subject; (iii) the ordering process established for any VOR Arrangement as meeting the procurement rules, regulations, obligations and processes to which you are subject; and (iv) the terms and conditions of any Ontario Agreement as a basis for, in whole or in part, any Provincially Funded Organization Agreement or any other resulting or related relationships or agreements between you and any Vendor. You are solely responsible for conducting your own independent assessment (including obtaining your own professional advice (which may include legal and business advice) as may be necessary and appropriate in your specific circumstances) to determine the suitability of the above.

Please note that legal and other professional advice provided to Ontario with respect to the establishment of its VOR Arrangements and its Ontario Agreements was solely for the benefit of Ontario to take into account Ontario's specific legal and other concerns, and may not be applicable to or appropriate for, and may not address any of your concerns or the concerns of any other third party. Legal counsel for Ontario recommends that you obtain independent legal representation and receive independent legal advice, as well as other required independent professional advice, prior to executing any document or entering into any contract or agreement with, or acquiring any products or services from, a Vendor.

- Ontario makes no representation, assurance, warranty, or guarantee: (i) that a Vendor will enter into a Provincially Funded Organization Agreement with you; or (ii) of the quality, value or volume of products or services that may or will be sold, if any, to you.

- Ontario will not: (i) be or be deemed to be a party to, or a guarantor of any obligations or liability of any party under, any Provincially Funded Organization Agreement or any resulting or related relationship or agreement between you and any Vendor; or (ii) be responsible or liable to you for, and nothing in any agreement between you and any Vendor will have the effect of imposing or resulting in the imposition of, any costs, obligation, liability or covenant on Ontario for any matter arising under or in connection with: the VOR Arrangement; any Deliverable; the Ontario Agreement or any related documentation; any access to the VOR Arrangement or the Ontario Agreement or related documentation; any Provincially Funded Organization Agreement; any act, error or omission of the Vendor (including the provision or non-provision of any Deliverables or other products or services by the Vendor); or this Notice.

- You will not, in relation to or under any Provincially Funded Organization Agreement or under any resulting or related relationship or agreement between you and any Vendor, bring any cause of action, action, claim, demand or lawsuit against Ontario or any of its personnel as a result of: (i) any act, error or omission of the parties to any Provincially Funded Organization Agreement; or (ii) any act, error or omission of Ontario or any of its personnel.

- Any obligations, costs or liability arising under or in connection with any Provincially Funded Organization Agreement or any resulting or related relationships or agreements between you and the Vendor will remain with you and the Vendor.

- You are solely responsible for your own contract administration with the Vendor and will not direct any issues that may arise with the Vendor to Ontario.

- For the purposes of any Provincially Funded Organization Agreement, you have no power or authority to bind Ontario or to assume or create any obligation or responsibility, express or implied, on behalf of Ontario.

5. Data and Documentation. You will provide to Ontario, at Ontario's request, any data and documentation about your acquisition of products and services from the Vendor.

6. Access to VOR Arrangements, Vendor/Ontario Agreements and Deliverables. It is Ontario's intention that, if you choose to access any VOR Arrangement, you will do so only to acquire products or services for your operational needs. Ontario, in its sole discretion, may delay, restrict or choose to not renew access by you to information regarding any VOR Arrangement, any Ontario Agreement and any products and services provided by the suppliers to Ontario on any VOR Arrangement.

7. Restrictions to Becoming a Supplier to Ontario. If you choose to access the Ministry of Government Services' enterprise-wide VOR Arrangements, you are advised that, in some circumstances, you may be restricted or ineligible to submit a bid to become a supplier to Ontario under future procurement opportunities.

8. Confidentiality. You acknowledge that information of a confidential nature to Ontario or the Vendor, regardless of whether it is identified as confidential or not ("**Confidential Information**") may come into your knowledge, possession or control. You will: (a) keep all Confidential Information confidential and secure; (b) limit the disclosure of Confidential Information to only those of your directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of acquiring or considering the acquisition of products and services from a Vendor (the "**Purpose**") and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the Purpose, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Ministry of Government Services ("**MGCS**"); and (ii) in respect of any Confidential Information about the Vendor or any other third-party, the written consent of the Vendor and any such other third-party; and (d) return all Confidential Information to MGCS on demand, with no copy or portion kept by you. You will not copy any Confidential Information, in whole or in part, unless copying is essential for the Purpose. On each copy made by you, you will reproduce all notices which appear on the original.

FORM OF AGREEMENT

Multi-Function Devices and Related Services #OECM-2018-289-04

Master Agreement
and Client-Supplier Agreement

For

Multi-Function Devices and Related Services

Between

Ontario Education Collaborative Marketplace

And

Ricoh Canada Inc.

As of

May 1, 2018

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MASTER AGREEMENT

THIS MASTER AGREEMENT ("the Master Agreement"), made in duplicate pursuant to the **Multi-Function Devices and Related Services Request for Proposals #2017-289** effective as of **May 1, 2018**

BETWEEN:

Ontario Education Collaborative Marketplace
(Referred to as "**OECM**")

AND:

Ricoh Canada Inc.
(Referred to as the "**Supplier**")

WHEREAS OECM issued a Request for Proposals and selected the Supplier to provide the Resources on a non-exclusive basis, on the terms and conditions set out herein:

AND WHEREAS the Supplier has agreed to enter into Client-Supplier Agreement(s) with one (1) or more Clients which shall be subject to the terms and conditions of this Master Agreement and the Contract documents.

NOW THEREFORE in consideration of their respective agreements set out below, the parties covenant and agree as follows:

ARTICLE 1 – INTERPRETATION AND GENERAL PROVISIONS

1.01 Defined Terms

When used in the Master Agreement, the following words or expressions have the following meanings:

"Authority" means any government authority, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **"Authorities"** means all such authorities, bodies and departments;

"Business Day" means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act (Ontario)*, or as otherwise agreed to by the parties in writing;

"Client" means any Institution which executes a Client-Supplier Agreement. In addition, "Client" covers all staff thereof that may order the Resources from the Supplier, including but not limited to administration staff, teachers/professors, and purchasing professionals;

"Client-Supplier Agreement" means the sub-agreement to be entered into between the Supplier and a Client setting out specific Resources required by the Client, along with any additional terms and conditions contained therein (e.g. Client's business hours, payment terms, reporting, security clearance checks);

"Confidential Information" of a party means all information concerning the business or affairs of the party or its directors, governors, trustees, officers or employees that is of a confidential nature, which information if in written or other tangible form, is clearly designated as confidential, or if disclosed orally, is designated as confidential in a written memorandum delivered by the disclosing party promptly following such disclosure. For the purposes or greater certainty, Confidential Information shall:

(a) Include:(i) all new information derived at any time from any such Confidential Information whether created by OECM, the Client, the Supplier or any third-party; (ii) all information (including Personal Information) that OECM or the Client is obliged, or has the discretion, not to disclose under provincial or federal legislation; and, (iii) pricing under this Contract;

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the disclosing party of any duty of confidentiality owed by it hereunder; (ii) the disclosing party can demonstrate to have been rightfully obtained by it, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the disclosing party free of any obligation of confidence; (iii) the disclosing party can demonstrate to have been rightfully known to or in the possession of it at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the disclosing

party; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFP process, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to OECM and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or,

(b) in relation to the performance of its contractual obligations in an OECM contract, the Supplier's other commitments, relationships or financial interests (i) could or could reasonably be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could reasonably be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

"Contract" means the aggregate of:

(a) the Master Agreement, including Schedule 1 (Resources and Supplementary Provisions and Rates), Schedule 2 (Client-Supplier Agreement) and any other schedule or appendix attached at the time of execution;

(b) the specific Client-Supplier Agreement;

(c) the RFP, including any addenda or accepted clarification;

(d) the Proposal; and,

(e) any amendments executed in accordance with the terms of the Master Agreement;

"Expiry Date" means April 30, 2026 or, if the original term is extended, the final date of the extended term;

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;

"Indemnified Parties" means OECM, each Client and their respective employees, directors, trustees, governors, officers, agents and subcontractors;

"Industry Standards" include, but are not limited to adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by OECM and participating Institutions;

"Institution" means an organization such as school boards or authorities, colleges, universities, shared service organizations, not-for-profit organizations, municipalities and local boards, hospitals, other health care agencies, provincially funded organizations ("PFO"), Crown corporations, and any other broader public sector agencies, boards or commissions or similar entities not specifically mentioned here;

"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;

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56, as amended;

"OECM Representative" and **"OECM Address"** means the Vice President, Supply Management and Customer Relations, 2 Lansing Square, Suite 200, Toronto, Ontario, M2J 4P8;

"Person", if the context allows, includes any natural persons, firms, partnerships or corporations, or any combination thereof;

"Personal Information" has the same definition as in subsection 2(1) of FIPPA and in subsection 2(1) of MFIPPA, that is, recorded information about an identifiable individual or that may identify an individual and includes all such information obtained by the Supplier from OECM or the Client or created by the Supplier pursuant to the Contract;

"PFO" means a provincially funded organization;

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding;

"Proposal" means the proposal submitted by the Supplier in response to the RFP;

"Purchasing Card" means the corporate charge card(s) used by the Client, as may be changed from time to time;

"Purchasing Card Protocols" means the manner in which the Supplier is required to process any payments under the Contract that the Client elects to make by way of Purchasing Card, which shall include the requirement to:

(a) collect the authorized employee's name, the abbreviated Client name, the expiry date, the Harmonized Sales Tax ("HST") exemption number and the employee's authorization;

(b) contact the financial institution identified on the Purchasing Card each time the Purchasing Card is used for payment;

(c) receive payment from the financial institution named on the Purchasing Card once that Institution authorizes payment; and,

(d) bear the cost of any and all charges relating to the use of the Purchasing Card, including the financial institution's charges for payment through the Purchasing Card;

typically used for consumables;

"Quick Quote" or **"QQ"** means a request seeking pricing issues to one (1) or more Suppliers for goods or product related Resources, by a Client or by OECM on behalf of a Client;

"Rates" means the applicable price, in Canadian funds, to be charged for the applicable Resources, as set out in the RFP/Proposal, representing the full amount chargeable by the Supplier for the provision of the Resources, including but not limited to:

(a) the maximum net Rates (including Ontario Electronic Stewardship Rates, if any);

(b) all applicable duties, tariffs and taxes (excluding HST), other than those which the Client has expressly agreed to pay;

(c) all labour, material and warranties costs;

(d) all travel and carriage, fuel and fuel surcharge costs;

(e) all insurance and Workplace Safety Insurance Board costs; and,

(f) all other overhead, office support, profit, licenses including any fees or other charges required by law;

"Record", for the purposes of the Contract, means any recorded information, including any Personal Information, in any form:

(a) provided by OECM or by the Client to the Supplier, or provided by the Supplier to OECM or the Client, for the purposes of the Contract; or,

(b) created by the Supplier in the performance of the Contract;

and shall include or exclude, as the case may be, any information specifically described in Schedule 1 or in a particular Client-Supplier Agreement;

"Requirements of Law" mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations,

directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Resources or any part of them;

"Resources" means everything developed for or provided to the Client in the course of performing under the Contract or agreed to be provided to the Client under the Contract, by the Supplier or its employees, volunteers, agents or the Supplier's Subcontractors, as further defined, but not limited by Schedule 1 or a specific Client-Supplier Agreement, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

"RFP" means the Request for Proposals, Multi-Function Devices and Related Services #2017-289, issued by OECM for the Resources and any addenda to it;

"Supplier's Subcontractor" includes the Supplier's subcontractors or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of this Master Agreement;

"Supplier Address" means 600-4100 Yonge Street, North York, Ontario M2P 2B5;

"Supplier Representative" means Chris Dutra, (416) 560-3770, chris.dutra@ricoh.ca;

"Term" means the period of time from the effective date first above written up to and including the later of:

(a) April 30, 2026; or,

(b) the final Expiry Date of April 30, 2028, if extension(s) as set out in Article 8.07, are exercised;

"Third-Party Intellectual Property" means any Intellectual Property owned by a party other than OECM, Client or the Supplier.

1.02 Entire Agreement

The Contract embodies the entire agreement between the parties with regard to the provision of Resources and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of the Master Agreement.

1.03 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.04 Interpretive Value of Contract Documents

In the event of a conflict or inconsistency in any provisions in the Contract:

(a) the main body of the Master Agreement shall govern over the Schedules to the Master Agreement;

(b) the Master Agreement (including its Schedules) shall govern over any Client-Supplier Agreement;

(c) the Master Agreement (including its Schedules) and a Client-Supplier Agreement shall govern over the RFP and the Proposal; and,

(d) the RFP shall govern over the Proposal.

1.05 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that

force majeure events shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services unless such shortages or delays are themselves caused by force majeure events. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1.06 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the OECM Address to the attention of the OECM Representative and to the Supplier Address to the attention of the Supplier Representative. The parties may change such addresses by written notice to the other given in accordance with this paragraph. Notices shall be deemed to have been given:

(a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or

(b) in the case of personal delivery or facsimile one (1) Business Day after such notice is sent in accordance with this paragraph.

In the event of a postal disruption, notices must be given by personal delivery or by facsimile. Notices relating to a particular Client-Supplier Agreement shall also be governed by this paragraph, but shall be delivered to the particular representatives and addresses established under the specific Client-Supplier Agreement. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

1.07 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Province of Ontario.

1.08 Third Party Benefits

Supplier acknowledges that a Client or OECM on a Client's behalf as applicable may enforce provisions included in Master Agreement for such Client's benefit even though such Client is not a party to the Master Agreement.

1.09 Counterparts

This Master Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one (1) agreement.

1.10 Headings

The division of this Master Agreement into Articles, and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Master Agreement.

1.11 Extended Meanings

The parties agree to the following interpretive terms and conditions:

(a) words importing the singular number include the plural and vice versa in this Contract;

(b) reference to any agreement, indenture or other instrument in writing means such agreement, indenture or other instrument in writing as amended, modified, replaced or supplemented from time to time, unless otherwise agreed to herein;

(c) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day;

(d) unless the context otherwise requires, words importing a particular gender shall include the other gender;

(e) "in writing" or "written" means and includes printing, typewriting or any electronic means of communication capable of being permanently reproduced in alphanumeric characters at the point of reception;

(f) the words "include" and "including" mean "include, without limitation," and "including, without limitation," throughout this Contract;

(g) any reference to a statutory or regulatory provision shall include that provision as from time-to-time modified or re-enacted providing that in the case of modifications or re-enactments made after the date of this Contract the same shall not have effective substantive change to that provision, unless otherwise agreed to herein; and,

(h) time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences, but including the day on which the period ends.

1.12 Condonation Not a Waiver

Any failure by OECM or the Client to insist in one (1) or more instances on strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by OECM and the Client of the right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

1.13 Changes by Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

1.14 Rights and Remedies and Supplier Obligations Not Limited to Contract

The express rights and remedies of OECM and the Client and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to OECM and the Client or any other obligations of the Supplier at law or in equity.

ARTICLE 2 – LEGAL RELATIONSHIP BETWEEN OECM/CLIENT, SUPPLIER AND THIRD-PARTIES

2.01 Supplier's Power to Contract and Perform the Contract

The Supplier represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under the Contract and that it is not a party to any agreement with another Person which would in any way interfere with the rights of OECM or the Client under this Contract. Without limiting the generality of the foregoing, if the Supplier is not the manufacturer of any of the Resources, the Supplier represents and warrants that it has all necessary rights, licences and permissions to supply such Resources to the Clients and that the manufacturer thereof will provide complete warranty support in respect thereto.

2.02 Representatives May Bind Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

2.03 Parties Not a Partner, Agent or Employee

Neither party shall have any power or authority to bind the other or to assume or create any obligation or responsibility, express or implied, on behalf of the other and shall not hold itself out as an agent, partner or employee of the other. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between OECM and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or the Supplier's Subcontractors).

2.04 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and the Supplier's Subcontractors. This paragraph is in addition to any and

all of the Supplier's liabilities under the Contract and under any applicable law. The Supplier shall advise these individuals and entities of its obligations under the Contract and, without limiting the generality of the foregoing, shall take appropriate action to ensure compliance with:

(a) the Contract generally; and,

(b) with the requirements of Article 5 (Confidentiality FIPPA/MFIPPA) of the Master Agreement.

In addition to any other liabilities of the Supplier pursuant to the Master Agreement or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above mentioned individuals and entities. This paragraph shall survive the termination or expiry of this Contract.

2.05 Liability of OECM

The Supplier acknowledges and agrees that OECM shall not be liable or responsible to the Supplier for any matter arising under any Client-Supplier Agreement or through the provision of the Resources and, without limiting the generality of the foregoing, the Supplier acknowledges and agrees that:

(a) OECM will not be liable or responsible for any act or omission of a Client in relation to the Client's access to the provision of Resources under the Contract or with respect to any breach by the Client of its obligations of confidentiality to the Supplier; and,

(b) OECM, in its sole discretion, may restrict access by Clients to the provision of Resources under the Contract and the Supplier agrees to comply with any procedures or requirements established by OECM for such access.

2.06 Assignment

The Supplier shall not assign the whole or any part of the Contract or any monies due under it without the prior written consent of OECM. Such consent shall be in the sole discretion of OECM and subject to the terms and conditions that may be imposed by OECM.

2.07 Conflict of Interest

The Supplier shall:

(a) avoid any Conflict of Interest in the performance of its contractual obligations;

(b) disclose without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and,

(c) comply with any requirements prescribed by OECM or the Client to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, OECM may, at its sole and absolute discretion, immediately terminate the Contract upon giving notice to the Supplier where:

(a) the Supplier fails to disclose an actual or potential Conflict of Interest;

(b) the Supplier fails to comply with any requirements prescribed by OECM or the Client to resolve a Conflict of Interest; or,

(c) the Supplier's Conflict of Interest cannot be resolved.

Before any termination of either the Master Agreement or Client-Supplier Agreement pursuant to the provisions of this Article 2.07, there must be a cure period of no less than thirty (30) days. This paragraph shall survive any termination or expiry of the Contract.

2.08 Client-Supplier Agreement

The Supplier agrees to enter into Client-Supplier Agreements with Institutions who request the Supplier to do so at any time following the effective date of this Master Agreement, provided however, that prior to permitting an Institution to receive Resources under the terms and conditions of this Master Agreement, the Supplier must enter into a Client-Supplier Agreement with the Institution. Execution of a Client-

Supplier Agreement by the Supplier shall constitute the Supplier's agreement to comply with such policies or guidelines as may be referred to in the Client-Supplier Agreement.

2.09 Contract Binding

The Contract shall enure to the benefit of and be binding upon the parties and their successors, administrators and their permitted assigns.

ARTICLE 3 - PERFORMANCE BY SUPPLIER

3.01 Supplier Performance and Client-Supplier Agreement

This Master Agreement sets out terms and conditions in connection with the acquisition of Resources and contemplates the execution by the Supplier and Clients, during the Term, of one (1) or more Client - Supplier Agreements in the form set out in Schedule 2 for the purpose of providing specific Resources. Furthermore, with respect to Client-Supplier Agreements:

(a) only Clients as defined under the Master Agreement may obtain Resources on the terms and conditions provided for in the Contract, and only by entering into a Client-Supplier Agreement executed by a duly authorized representative of the Client and accepted by the Supplier and the Supplier shall provide monthly reports to OECM summarizing the Client-Supplier Agreements entered into, the particular Clients and the Resources provided;

(b) the Supplier shall provide a copy of every Client-Supplier Agreement within thirty (30) days of execution, and monthly reports to OECM summarizing the Client-Supplier Agreements entered into, the particular Clients and Resources provided;

(c) Resources shall be provided only pursuant to a Client-Supplier Agreement and in accordance with the Contract;

(d) the Supplier shall not use the Contract to sell or offer to sell any Resources to any person, organization that is not a Client as defined in the Master Agreement;

(e) the terms and conditions of the Master Agreement shall apply to each Client-Supplier Agreement and the same terms and conditions that apply between the Supplier and OECM under the Master Agreement shall also apply between the Supplier and each Client under each Client-Supplier Agreement and, without limiting this paragraph, the duties owing to OECM under the Master Agreement shall also be owing to the Client under the particular Client-Supplier Agreement and the rights exercisable by OECM under the Master Agreement shall also be exercisable by the Client under the particular Client-Supplier Agreement;

(f) each Client-Supplier Agreement shall refer to this Master Agreement by setting out the Master Agreement number set out on the first page of this Master Agreement, and shall, at minimum, also include (i) the name or description of each Resource, along with the related Rates payable and tentative delivery dates (if applicable); (ii) the type, term and commencement date of the Client-Supplier Agreement; (iii) the name and contact information for the Client, Supplier and OECM for the purposes of the particular Client-Supplier Agreement; and (iv) any other terms and conditions agreed upon by the parties in accordance with the Contract;

(g) the terms and conditions set out in a Client-Supplier Agreement shall have no effect on any other Client-Supplier Agreement and shall only apply to the provision of Resources under that particular Client-Supplier Agreement; and,

(h) in the event of a conflict or inconsistency between the terms and conditions of the form of Client-Supplier Agreement attached hereto (other than the Appendices thereto) and the terms and conditions of a Client-Supplier Agreement executed by the Supplier and a Client (other than the Appendices thereto), the terms and conditions set out in the former shall govern provided that the Rates payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client may be less than the Rates set out in the Master Agreement.

3.02 Performance Warranty For Resources

Supplier represents and warrants:

(a) that the Resources conform to the samples provided by Supplier to OECM or a Client and all specifications and Resource literature supplied by Supplier or its agents and representatives to OECM or a Client;

(b) all Resources shall be new and unused, unless agreed to in writing by the parties; and,

(c) on delivery, the Resources shall be in good operating condition and free of defects in workmanship and material.

The Supplier hereby represents and warrants that the Resources shall be provided in accordance with:

a) the Contract (including without limitation, being in compliance with the specifications to the Resources set out in Appendices A and B hereof);

b) Industry Standards; and,

c) Requirements of Law.

If any of the Resources, in the opinion of OECM or the Client, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by OECM or the Client in a rectification notice.

If any of the Resources proves defective or non-conforming to the Contract, and without limiting the rights and remedies of the Client otherwise contained in the Contract, the Supplier shall repair the defective or non-conforming Resource, or remove and replace any Resource, at no additional cost to the Client, within the agreed upon delivery lead times if it:

a) Malfunctions within twenty-four (24) hours of delivery to a Client's location not due to a Client/operator error; or,

b) Required three (3) or more service calls for the same error in two (2) consecutive months (excluding regular preventative maintenance and calls resulting from user error).

If replacement is required, the Supplier shall co-ordinate the replacement with the Client ensuring the defective Resource is removed immediately, and that a new Resource (with the same features) is delivered and installed. The new Resource shall be delivered according to the agreed upon delivery lead times.

OECM acknowledges that Supplier may not be the manufacturer of all of the Resources. If not the manufacturer, the Supplier will pass through to OECM or Client any applicable manufacturer warranties, to the extent transferable, and will assist the Client at no additional cost in processing any warranty claims with the manufacturer.

In no event shall the Supplier have any obligation or liability under this Article 3.02 for any exemplary, punitive, incidental, indirect, special or consequential damages (including but not limited to loss of profits, use or goodwill), whether based on contract, tort (including negligence), strict liability, or any other theory or form of action, even if Supplier has been advised of the possibility thereof.

In addition, other than for (a) damages resulting from the negligence, wilful misconduct or intentional wrongdoing of the Supplier; (b) indemnity obligations hereunder; (c) personal injury, death or damages or loss to the tangible personal property of a party; or (d) a breach of Article 5 (Confidentiality and FIPPA/MFIPPA), the liability of Supplier shall not exceed the amount payable by the applicable Client for Resources during the one-year period preceding the applicable event causing loss or damage.

The warranties expressly stated in this Article 3.02 supersede all inconsistent provisions of any and all purchase orders, invoices, acknowledgments, or other writings or statements, written or otherwise.

Except as provided in the Contract, the Supplier makes no warranty, whether written, oral, express or implied, as to any matter whatsoever with respect to the Resources, and does not warrant uninterrupted or error-free provision of any products supplied as part of the Resources. All other warranties are expressly disclaimed by the Supplier, including, but not limited to any implied warranty of merchantability, or fitness for a particular purpose. Some jurisdictions do not permit the exclusion of implied warranties, in which case the exclusion of implied warranties may not apply.

All insurance to be provided under the Contract shall be provided by an insurer licensed to carry on business in the Province of Ontario.

3.03 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from OECM and the Client, any access to or use of OECM or Client property, technology or information that is not necessary for the performance of its contractual obligations with OECM and the Client is strictly prohibited. The Supplier further acknowledges that OECM and the Client may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

3.04 Notification by Supplier

During the Term, the Supplier shall advise OECM and the Client promptly of:

(a) any contradictions, discrepancies or errors found or noted in the Contract;

(b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and,

(c) any omissions or other faults that become evident and should be corrected in order to provide the Resources in accordance with the Contract and Requirements of Law.

3.05 Work Volumes

The Supplier acknowledges that it is providing the Resources on a non-exclusive basis. OECM and the Clients make no representation regarding the volume of Resources required under the Contract. OECM and the Clients reserve the right to contract with other parties for the same or similar Resources as those provided by the Supplier and reserve the right to obtain the same or similar Resources internally.

3.06 Reporting

During the Term, the Supplier agrees to submit reports as described in Appendix E – Reporting Requirements. The reporting requirements set out in Appendix E may change from time to time upon mutual agreement of OECM and the Supplier.

The Supplier shall also provide within thirty (30) days of written request by OECM and/or Client information to support pricing audits, including original quotations to Clients if applicable, original invoices to Clients, and the original freight invoice from the Supplier's freight vendor.

3.07 Compliance with *Accessibility for Ontarians with Disabilities Act*

The Supplier covenants and agrees to ensure that any Resources shall be provided hereunder in a manner consistent with the *Ontario Human Rights Code*, the *Ontarians with Disabilities Act, 2001* and the *Accessibility for Ontarians with Disabilities Act, 2005* and their respective regulations in order to achieve accessibility for Ontarians with disabilities.

Without limiting the generality of the foregoing, the Supplier covenants and agrees to comply with OECM's and/or the Client's accessibility standards, policies, practices and procedures, which are provided to the Supplier by OECM and/or the Client, as same may be in effect during the term of the Contract and may apply to the Resources to be provided hereunder by the Supplier.

ARTICLE 4 - PAYMENT FOR PERFORMANCE AND AUDIT

4.01 Payment According to Contract Rates

The Client shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Resources provided at the Rates established under the Contract. OECM shall not be responsible for any payment payable to the Supplier in accordance with any Client-Supplier Agreement.

4.02 Invoicing

The Supplier will provide electronic and or hardcopy invoices to each Client for which they sign the Client-Supplier Agreement at the address specified by the Client. Details may be specified within the individual Client-Supplier Agreement.

4.03 Payment by Client

The Supplier will accept payment from Clients by cheque, Purchasing Card or electronic funds transfer. The payment term for this Contract shall be net thirty (30) days upon the Client's receipt of an accurate invoice. Any proposed changes must be set out in the Client-Supplier Agreement.

Any additional discounts for early payment of invoices must be stated in the Client-Supplier Agreement.

4.04 Default Billing and Payment Process

Unless the parties expressly set out an alternative billing and payment process in a particular Client-Supplier Agreement, the following process shall govern:

(a) the Supplier shall provide the Client with an invoice for every Resource ordered by Client upon its shipment. The details, as set out in Article 4.02, may be specified within the individual Client-Supplier Agreements. However, invoice should, at minimum, include: (i) the Client's purchase order number, if applicable; (ii) a description, quantity, and Rates of the Resources provided for the relevant order; and (iii) taxes, if payable by the Client, identified as separate items;

(b) the Client shall approve or reject the invoice within fifteen (15) Business Days and in the event that the Client rejects the invoice, it shall so advise the Supplier promptly in writing or verbally and the Supplier shall provide additional information as required by the Client to substantiate the invoice;

(c) each invoice must be approved by the Client before any payment is released; and,

(d) payment, in any case, shall be made within thirty (30) days of invoice date, or as defined by Schedule 2- Client-Supplier Agreement of such approval.

Any subparagraph set out above that is not expressly replaced in a particular Client-Supplier Agreement with an alternative provision shall remain in full force and effect.

4.05 Hold Back or Set Off

The Client may hold back or set off against payment if, in the opinion of OECM or the Client acting reasonably, the Supplier has failed to comply with any requirements of the Contract. These rights may be exercised within the context of a particular Client-Supplier Agreement or between various Client-Supplier Agreements pertaining to the same Client.

4.06 Expenses or Additional Charges

There shall be no expenses or other charges payable to the Supplier under the Contract other than the Rates established under the Contract.

4.07 Payment of Taxes and Duties

Unless otherwise stated in the Contract, the Client shall pay the Rates and applicable HST for Resources purchased. Duties and taxes other than HST are included in the Resource Rates.

4.08 OECM Cost Recovery Fee

During the Term, the Supplier shall pay to OECM a two-point-seven-five percent (2.75%) cost recovery fee on a quarterly basis (based on the calendar year) based on the aggregated invoiced value before tax amount of Resources acquired by all Clients from the Supplier.

The first cost recovery fee shall be paid to OECM by July 16, 2018 and shall include all Resources invoiced by the Supplier to all Clients between the Agreement execution date and June 30, 2018.

The cost recovery fee shall be paid by the tenth (10th) Business Day following each calendar quarter via electronic data interchange; and HST is applicable to the cost recovery fee payments made to OECM. OECM's HST registration number is 82290 0924 RT0001.

The cost recovery fee will be reviewed (e.g. annually) and may, at OECM's sole discretion, be adjusted downwards for the remaining Term of the Agreement. OECM may, during the Term of the Agreement, implement other cost recovery fee methodologies. If this occurs, the above-noted cost recovery fee shall not increase.

4.09 Interest on Late Payment

If a Client invoice payment to the Supplier, or a Supplier cost recovery fee payment to OECM is in arrears, the interest charged, if any, by the Supplier or OECM, as the case may be, for any late payment shall not exceed the post-judgment interest rate established under section 127(1) of the *Courts of Justice Act, R.S.O. 1990, c. C45*, in effect on the date that the payment went into arrears.

4.10 Document Retention and Audit

For seven (7) years after the expiration of the Term, the Supplier shall maintain all necessary records to substantiate:

(a) all charges and payments under the Contract; and,

(b) that the Resources were provided in accordance with the Contract and with Requirements of Law.

During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist OECM or the Client in conducting audits of the operations of the Supplier to verify (a) and (b) above. OECM or the Client shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 5 - CONFIDENTIALITY AND FIPPA/MFIPPA

5.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the award of the Contract shall be at the sole discretion of OECM and the Client. OECM and the Client may, in their sole discretion, acknowledge the Resources provided by the Supplier in any such publicity or publication. Such publicity or publication shall not constitute disclosure of Confidential Information hereunder. The Supplier shall not make use of its association with OECM or the Client without the prior written consent of both OECM and the Client. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by both OECM and the Client.

5.02 Confidential Information

During and following the Term, the parties shall:

(a) take all reasonable steps to keep all Confidential Information confidential and secure;

(b) limit the disclosure of Confidential Information to only those employees who have a need to know it and who have been specifically authorized to have such disclosure;

(c) not directly or indirectly disclose any Confidential Information (except if required by order of a court or tribunal or pursuant to the requirements of FIPPA or MFIPPA), without first obtaining: (i) the written consent of the other party and (ii) in respect of Confidential Information about any third-party, the written consent of such third-party; and,

(d) return all Confidential Information to the other party before the termination or expiry of the Term, without keeping a copy.

Notwithstanding anything contained herein to the contrary, OECM shall be permitted to disclose to any Institution pricing and other details of this Contract and any information generated by OECM from the reports provided to it by the Supplier hereunder.

5.03 Restrictions on Copying

Neither party shall copy any Confidential Information, in whole or in part, unless copying is essential for the provision of the Resources. On each copy made by a party, the party must reproduce all notices which appear on the original.

5.04 Injunctive and Other Relief

Each party acknowledges that breach of any provisions of this Article may cause irreparable harm to the other or to any third-party to whom the other party owes a duty of confidence, and that the injury to the other party or to any third-party may be difficult to calculate and inadequately compensable in damages. Each party agrees that the other is entitled to seek injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

5.05 Notice and Protective Order

If a party or any of its directors, trustees, governors, officers, employees, agents, representatives or advisors become legally compelled to disclose any Confidential Information, such party will provide the other with prompt notice, unless prohibited by a court of competent jurisdiction, to that effect in order to allow the other party to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the other party and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the party will disclose only that portion of the Confidential Information which it is legally compelled to disclose, only to such person or persons to which it is legally compelled to disclose, and shall provide notice to each such recipient (in co-operation with legal counsel for the other party) that such Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Master Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such Confidential Information subject to those terms and conditions.

5.06 FIPPA and MFIPPA Records

The Supplier, OECM and the Client acknowledge and agree that FIPPA or MFIPPA applies to and governs all Records of OECM and the Client and may require the disclosure of such Records to third parties.

Furthermore, the Supplier agrees:

(a) to keep Records secure;

(b) to provide Records to OECM or the Client within seven (7) calendar days of being directed to do so by OECM or the Client for any reason including an access request or privacy issue;

(c) not to access any Personal Information unless the Client determines, in its sole discretion, that access is permitted under FIPPA or MFIPPA and is necessary in order to provide the Resources;

(d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Client;

(e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the appropriate products, tools, measures and procedures to do so;

(f) to restrict access to Personal Information to those of its employees who have a need to know it and who have been specifically authorized to have such access for the purpose of providing the Resources;

(g) to implement other specific security measures that in the reasonable opinion of the Client would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally;

(h) that any Confidential Information supplied to OECM or the Client may be disclosed by OECM or the Client where they are obligated to do so under FIPPA or MFIPPA as appropriate, by an order of a court or tribunal or pursuant to a legal Proceeding;

and, the provisions of this paragraph shall survive any termination or expiry of the Contract and shall prevail over any inconsistent provisions in the Contract.

5.07 PIPEDA

The Supplier represents and warrants that if it is or becomes subject to any private sector privacy legislation during the Term of this Master Agreement it will be solely responsible for compliance with such legislation. Without limitation, the Supplier represents and warrants that if it is subject to the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5, including any further amendments thereto (PIPEDA):

(a) it and all of the Supplier's Subcontractors shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects directly from individuals or indirectly from OECM or others, uses or discloses in the course of performing their obligations under this Master Agreement; and

(b) without limitation, it shall ensure the PIPEDA compliance of all PIPEDA Protected Information it transfers or discloses to OECM.

For the purpose of this Master Agreement "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as defined under PIPEDA.

5.08 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 6 – INTELLECTUAL PROPERTY AND USE OF OECM OR CLIENT INSIGNIA

6.01 Intellectual Property

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by OECM or the Client to the Supplier shall remain the sole property of OECM or the Client at all times.

All pre-existing Intellectual Property of the Supplier shall remain the property of the Supplier. The Supplier grants to OECM and each Client a non-exclusive royalty-free licence to use the Intellectual Property of the Supplier pursuant to the Contract. OECM and Client acknowledge that the licence granted herein is limited to their own use exclusively and that they do not have the right to sub-license any of the Intellectual Property of the Supplier in either its original or modified form. OECM and each Client agrees that they will not reverse-engineer, disassemble or decompile the Intellectual Property of the Supplier.

All reports, programs, procedures, information and documents exclusively created for and supplied to a Client under the Contract are the property of the Client. For greater certainty, all Intellectual Property rights to any items designed for use by a Client during the Term of the Contract shall remain the sole and exclusive property of the Client, and the Client shall retain the full and unrestricted right to continue use all of such items following the termination or expiration of the Contract or any extension thereof.

6.02 Use of OECM or Client or Supplier Insignia or Logo

OECM and the Supplier shall agree, in writing, prior to the use of any insignia or logo of OECM or the Client or the Supplier.

The Supplier acknowledges that it does not acquire any interest or other rights in respect of any copyright, patent, trademark, trade name, logo or any other Intellectual Property relating to the design and or supply of Resources to a Client, whether or not the Supplier has created or assisted in the creation of such items.

The Supplier hereby grants, transfers, assigns and sets over absolutely unto each Client, its successors and assigns, all of the Supplier's right, title and interest, if any, in and to any copyright, trademark, or other Intellectual Property rights subsisting in the words, marks, logos, designs and symbols of the schools, universities or colleges within the jurisdiction of the Client. In addition, the Supplier shall, at its expense and without expense to the Client, do, execute and deliver or cause to be done, executed and delivered, such further acts and documents, including, without limitation, assignments of trademarks and waivers of moral rights, as the Client from time to time may reasonably require for the purposes of giving full effect to the provisions hereof.

6.03 Supplier Representation and Warranty Regarding Third-Party Intellectual Property

The Supplier represents and warrants that the provision of the Resources shall not infringe or induce the infringement of any Third-Party Intellectual Property rights and that the Supplier has obtained all rights and licenses required to supply the Resources to the Clients and for their intended use. The Supplier further represents and warrants that the terms and conditions of all such rights and licenses shall not contain any terms, conditions, qualifications, conditions or other provisions that may, in any manner or to any extent, interfere with, limit, detrimentally affect, harm, or otherwise restrict a Client from using the Resources for their intended use.

6.04 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 7 – INDEMNITY AND INSURANCE

7.01 Supplier Indemnity

The Supplier shall defend, at its expense, any claim or action (whether or not well-founded and whether for damage to property or injury or death to humans) brought against any of the Indemnified Parties arising out of or related to:

(a) any breach or alleged breach by the Supplier of any of its obligations, warranties or representations in the Contract; and

(b) any and all Resources ordered by a Client from or supplied by the Supplier pursuant to the Contract, the use thereof or any alleged defect(s) therein, including, without limitation, any alleged inaccuracy or improper statement or claim or direction on the label or packaging thereof and all services performed under this Master Agreement; and,

(c) any or all allegations that the operation or use of any Resources, or any part thereof, infringes any third party's copyright, trade secret, patent or any other Intellectual Property right. The Supplier shall have no obligation to indemnify any Indemnified Party under this subparagraph 7.01(c) to the extent that the alleged Intellectual Property infringement arises out of or relates to: (a) the use of the Intellectual Property rights in combination with other software, materials, equipment or services which are not supplied by Supplier; or (b) customized portions of a Resource designed in accordance with written specifications provided by Indemnified Party, or (c) alterations or amendments made to the Intellectual Property rights or Equipment which are not made by the Supplier.

The Supplier shall indemnify and hold the Indemnified Parties harmless against any such claim or action with respect to all resulting costs, liabilities and damages, including legal costs on a substantial indemnity basis ("Losses"). No such claim or action shall be settled or compromised by the Supplier without the prior written consent of OECM and the Client where such settlement or compromise would involve an admission of liability, or payment of any amount, by OECM or the Client.

Provided that the Supplier shall not be liable to indemnify the Indemnified Parties to the extent that any such all loss, liability, cost and expense is caused by the negligent act or omission, or wilful default, of the Indemnified Parties.

Except with respect to a breach of Article 5 (Confidentiality and FIPPA/MFIPPA) or Article 6 (Intellectual Property and Use of OECM or Client Insignia), Supplier will not be liable for lost profits, loss of business, lost data, or incidental, indirect, or consequential or punitive damages, even if advised of the possibility of such damages.

The indemnity set forth above shall only apply if, in the event of any such claim:

(a) The Indemnified Party promptly notifies the Supplier of the claim or assertion;

(b) The Indemnified Party gives the Supplier sole control of the defense and negotiations for settlement or compromise of such claim, provided that the Supplier shall first obtain the consent and approval of any interested Indemnified Party, such consent or approval not to be unreasonably withheld, prior to accepting any settlement or compromise which includes an admission of liability, or payment of any amount of money, by such Indemnified Party; and,

(c) All Indemnified Parties shall, at the Supplier's cost, provide such assistance as Supplier may reasonably request in connection with the defense or negotiation of a settlement.

The obligations contained in this paragraph shall survive the termination or expiry of this Contract.

7.02 Injunction Against Continued Use of Resources

In the event that an injunction or order is obtained against a Client's use of any Resources or if, in the Supplier's opinion, any Resources are likely to become the subject of a claim of infringement or violation of any Intellectual Property right (including, but not limited to, patent, copyright, trade secret, trade name, trademark or a proprietary right of a third party), the Supplier shall, at its expense:

(a) procure for the Client the right to continue using the affected Resources; or,

(b) modify or replace the affected Resources so that such Resources become non-infringing, but only if the modification or replacement does not materially affect the Resources or their use by the Client; or

if neither of the actions specified in (a) or (b) is commercially practicable in the reasonable opinion of OECM, remove the affected Resources from the Client and unconditionally refund and pay to the Client all amounts paid to the Supplier by the Client in respect of such Resources.

The remedies in this paragraph 7.02 are in addition to the indemnification rights of OECM and the Client stated in paragraph 7.01 and any other remedy available to OECM or the Client at law or in equity.

The obligations contained in this paragraph shall survive the termination or expiry of this Contract.

7. 03 Supplier's Insurance

The Supplier hereby agrees to obtain and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **$2,000,000** per occurrence, **$2,000,000** products and completed operations aggregate. The policy is to include the following:

i. the Indemnified Parties as additional insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
ii. contractual liability coverage
iii. cross-liability clause
iv. employers liability coverage (or compliance with the paragraph below entitled "Proof of W.S.I.A. Coverage" is required)
v. thirty (30) day written notice of cancellation, termination or material change
vi. tenants legal liability coverage (if applicable and with applicable sub-limits)
vii. non-owned automobile coverage with blanket contractual coverage for hired automobiles

(b) errors and omissions liability insurance if required by OECM or Client, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Agreement, in the amount of not less than **$2,000,000** per claim, and in the annual aggregate.

All insurance to be provided under the Contract shall be provided by an insurer licensed to carry on business in the Province of Ontario.

7.04 Proof of Insurance

The Supplier shall provide OECM with proof of the insurance required by this Master Agreement in the form of valid certificates of insurance that reference this Master Agreement and confirm the required coverage, on or before the commencement of this Master Agreement, and renewal replacements on or before the expiry of any such insurance. The Supplier shall ensure, and provide proof of insurance upon request, that each of the Supplier's Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Supplier's Subcontractor would maintain and that the

Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the Supplier's Subcontractor's obligations under the subcontract for the provision of the Resources.

7.05 Proof of W.S.I.A. Coverage

If required by OECM or a Client in order to satisfy their obligations pursuant to the *Workplace Safety and Insurance Act* with respect to the provisions of Resources hereunder, the Supplier shall submit a valid Workplace Safety Insurance Board account number prior to the commencement date of the Master Agreement or from time to time at the request of OECM or the Client. The Supplier covenants and agrees to pay when due, and to ensure that each of the Supplier's Subcontractors pays when due, all amounts required to be paid by the Supplier's Subcontractors, from time to time during the Term of the Contract, under the WSIA, failing which OECM or the Client shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or the Supplier's Subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by OECM or the Client in connection therewith.

7.06 Supplier Participation in Proceeding

The Supplier shall, at its expense, conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. OECM or the Client may elect to participate in the defence of any such Proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of OECM or the Client under the Contract, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. No settlement involving an admission of liability or payment of any amount, by OECM or the Client shall be entered into by the Supplier unless it has obtained the prior written approval of OECM and the Client. If OECM or the Client are requested to participate in the defence of any such Proceeding by the Supplier, OECM and the Client agree to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations, and the costs of OECM or the Client in doing so shall be borne by the Supplier. This paragraph shall survive any termination or expiry of the Contract.

7.07 Disaster Recovery

Upon request of OECM or the Client, the Supplier shall provide information on its Disaster Recovery plan to OECM or the Client, as the case may be. Such plan should cover information security and business resumption, physical controls, information security, social media security, and timelines to action Disaster Recovery plan.

ARTICLE 8 – TERMINATION, EXPIRY AND EXTENSION

8.01 Immediate Termination of Contract

OECM may immediately terminate the Contract upon giving notice to the Supplier where:

(a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;

(b) the Supplier breaches any provision in Article 5 (Confidentiality and FIPPA) of the Master Agreement;

(c) the Supplier breaches the Conflict of Interest paragraph in Article 2 (Legal Relationship Between OECM/Client, Supplier and Third-Parties) of the Master Agreement;

(d) the Supplier, prior to or after executing the Master Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to OECM;

(e) the Supplier assigns the Contract without first obtaining the written approval of OECM;

(f) the Supplier offers the terms and conditions, including Rates, of this Master Agreement to a new or existing OECM Institution without making reasonable efforts to execute a Client-Supplier Agreement; or

(g) the Supplier does not report sales or pay to OECM the applicable cost recovery fee set out in Article 4.08.

OECM may terminate the Contract upon prior written notice of thirty (30) days to the Supplier where the Supplier neglects or fails to perform or observe any material term or obligation of the Contract and such failure has not been cured within thirty (30) days of written notice being provided.

8.02 Dispute Resolution by Rectification Notice

In addition to OECM's right to terminate the Contract pursuant to Article 8.01, where the Supplier fails to comply with any of its obligations under the Contract, OECM or the Client may issue a rectification notice to the Supplier setting out the manner and time-frame for rectification. Within thirty (30) Business Days of receipt of that notice the Supplier shall either

(a) comply with that rectification notice; or,

(b) provide a rectification plan satisfactory to OECM or the Client.

If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan with which it subsequently complies, OECM may immediately terminate the Contract or the Client may immediately terminate the Client-Supplier Agreement. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow OECM to immediately terminate the Contract or shall allow the Client to immediately terminate the Client-Supplier Agreement without issuing a further rectification notice.

8.03 Supplier's Obligations on Termination

Upon termination**,** the Supplier shall, in addition to its other obligations under the Contract and at law:

(a) provide OECM with a report detailing (i) the current state of the provision of Resources by the Supplier to Clients at the date of termination; and (ii) any other information requested by OECM pertaining to the provision of the Resources and performance of the Contract;

(b) pay OECM any and all outstanding cost recovery fees, up to and including the date of termination;

(c) provide OECM with other information that OECM requests on a commercially reasonable basis pertaining to the provision of the Resources and performance of the Contract provided that such request can be accommodated within the day-to-day operations of the Supplier's business and does not require the Supplier to spend any additional funds in order to satisfy such request; and

(d) execute such documentation as may be required by OECM to give effect to the termination of the Contract.

8.04 Effect of Termination on Client-Supplier Agreements

Termination of the Contract by OECM effectively terminates all Client-Supplier Agreements between the Supplier and Clients, unless OECM stipulates to the contrary, provided that OECM will communicate such to termination to all Clients. Such termination does not prevent Supplier from attempting to negotiate retention of or a new agreement with affected Clients. Termination by the Supplier or a Client of a particular Client-Supplier Agreement shall not affect any other Client-Supplier Agreement.

8.05 Supplier's Payment Upon Termination

On termination of the Contract, OECM is not responsible for any payment to the Supplier. The Client shall only be responsible for the payment of the Resources provided under the Client-Supplier Agreement up to and including the effective date of any termination of the Contract. The Client shall be responsible for the payment of early termination fees on rental Resources as stated in Appendix B. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources supplied or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination. The Client will not be responsible for payment of any early termination fees in the event the Master Agreement or Client-Supplier Agreement is terminated in accordance to Article 8.01 of the Master Agreement.

8.06 Scope of Termination Rights

The termination rights under this Article may be exercised:

(a) by OECM for the purposes of terminating one (1) or more Client-Supplier Agreements between the Supplier and a specific Client or Clients; or,

(b) by OECM for the purposes of terminating the Master Agreement and Contract, which shall have the effect of terminating all Client-Supplier Agreements between the Supplier and all Clients.

These express rights of termination are in addition to and shall in no way limit any rights or remedies of OECM or the Clients under the Contract, at law or in equity.

8.07 Expiry, Client-Supplier Agreement Survival and Extension of Contract

The Contract shall expire at the end of the Term of the Master Agreement.

The Term of any Client-Supplier Agreement executed prior to the end of the Term of the Master Agreement shall expire no later than the expiry of the Master Agreement or any extension thereto, unless OECM stipulates to the contrary.

OECM shall have the option to extend the Master Agreement for up to two (2) additional years. Agreement management performance (i.e. Client retention, satisfaction, key performance indicators, quality, Resources provision and response time, reporting and any commitments made in the Supplier's Proposal) will be considered when contemplating an Agreement extension and supplier refresh, if necessary.

The option shall be exercisable by OECM upon at least one hundred and twenty (120) day's written notice to the Supplier before the expiration of the original Term of the Contract, or the first extension period, as the case may be.

When the Contract expires at the end of the Term, a Client-Supplier Agreement may be extended by a Client for a period of up twelve (12) months in order to permit the Client to transition to a new agreement for Resources. In such case, all the terms and conditions of the Contract shall apply in respect of the above-noted extension periods.

Agreement will be amended accordingly.

8.08 Alternative Dispute Resolution

(a) In the event of a dispute regarding this Master Agreement which may be submitted to arbitration in accordance with paragraph 8.08(b), before either party may submit the dispute to arbitration, such party shall first provide written notice to the other party of the particulars of the dispute, following which each party shall promptly advise its senior management of the dispute and provide them with a copy of such written notice. Within three (3) Business Days following delivery of such notice, a senior executive from each party shall meet either in person or by telephone (the "Senior Conference") to attempt to resolve the dispute. If, following the Senior Conference, the dispute is not resolved; either party may then proceed to submit the matter to arbitration as contemplated by paragraph 8.08(b). If neither party submits the matter to arbitration pursuant to paragraph 8.08(b) within six (6) months following the delivery of the written notice referred to in this paragraph 8.08(a), the parties shall be deemed to have waived their claims as to such matters.

(b) A dispute in respect of OECM's rights to terminate the Contract pursuant to sub-paragraphs 8.01 (a), (b), (c), (d) or (e) shall not be subject to arbitration pursuant to this paragraph 8.08. If pursuant to paragraph 8.08(a), the parties cannot come to a resolution of any other dispute regarding this Master Agreement within five (5) Business Days of the date of delivery of the written notice referred to in paragraph 8.08(a), the dispute may be submitted to arbitration by either party. Arbitration shall be conducted pursuant to the *Arbitration Act, 1991 of Ontario*, as amended and then in effect to the extent not inconsistent with the rules herein specified. Such arbitration shall be held in Toronto, Ontario, or in any other mutually agreed upon location. Unless otherwise mutually agreed, the dispute shall be heard by one (1) arbitrator who has not previously been employed by either party, does not have a direct or indirect interest in either party and shall be disinterested in the subject matter of the dispute. Such arbitrator shall either be as mutually agreed by the parties within fifteen (15) Business Days after the dispute has been submitted to arbitration or failing agreement, shall be selected under the rules of the *Arbitration Act, 1991 Ontario*. The judgment rendered by the arbitrator may be enforced in any court of

competent jurisdiction. All costs of the arbitration shall be paid equally by the parties, unless the award shall specify a different division of the costs. Each party shall be responsible for its own expenses unless the award shall specify differently. Both parties shall be afforded adequate opportunity to present information in support of its position on the dispute being arbitrated. The arbitrator may also request additional information from the parties.

(c) Should the parties submit a dispute to arbitration pursuant to paragraph 8.08(b), then the following arbitration rules shall apply. The arbitrator shall be bound by the terms of this Master Agreement and may not detract from or add to its terms. The parties may by mutual agreement specify the rules that are to govern the arbitration Proceedings and limit the matters to be considered. The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the parties and shall not be subject to appeal. Each party agrees that it will not bring a lawsuit concerning any dispute covered by this arbitration provision.

IN WITNESS WHEREOF the parties hereto have executed the Master Agreement effective as of the date first above written.

ONTARIO EDUCATION COLLABORATIVE MARKETPLACE

Authorized Signature

John A. Sabo
Name

President and CEO
Title

April 30 2018
Date

RICOH CANADA INC.

Authorized Signature

Marc Cotie
Name

Vice President, Legal and General Counsel
Title

April 27, 2018
Date

SCHEDULE 1 – RESOURCES AND SUPPLEMENTARY PROVISIONS AND RATES

APPENDIX A - RESOURCES AND SUPPLEMENTARY PROVISIONS

1.0 Description of Resources

The Supplier will provide the following Resources:

- Ricoh A3 Office Multi-Function Devices ("MFDs") Resources;
- Ricoh Production MFD Resources;
- Managed Print Service ("MPS") Resources;
- Professional Service Resources; and,
- Other related service Resources.

Office MFD Resources and Production MFD Resources will, hereafter, be collectively referred to as "MFD Resources", unless either Office MFD Resources or Production MFD Resources is specifically referred to as it relates to either Resource uniquely.

A4 devices are out of scope of this Agreement.

2.0 The Supplier's Authorized Dealers

The Supplier's authorized dealers, acting as the Supplier's Subcontractor, are set out in Appendix H.

3.0 Types of Office MFD Resources

The Supplier shall provide **new** (i.e. Office MFD Resources still being manufactured, actively marketed by the OEM and containing new/first time use parts/components) Office MFD Resources in various ranges, such as those set out below:

- Monochrome:
  - 15ppm to 34ppm, inclusive;
  - 35ppm to 44ppm, inclusive;
  - 45ppm to 54ppm, inclusive;
  - 55ppm to 64ppm, inclusive; and,
  - 65ppm to 79ppm, inclusive.
- Colour:
  - 30ppm to 44ppm, inclusive; and,
  - 45ppm to 59ppm, inclusive.

Above MFD Resources shall have the ability to print on 11" × 17" paper, except for MFD Resources in the 15ppm to 34ppm range.

4.0 Types of Production MFD Resources

The Supplier shall provide new (i.e. Production MFD Resources still being manufactured, actively marketed/sold by the OEM and containing only new parts/components) Production MFD Resources in various ranges, such as those set out below:

- Monochrome:
  - 80ppm to 99ppm, inclusive;

- 100ppm to 119ppm, inclusive; and,
- 120ppm to 139ppm, inclusive.

- Colour:
  - 60ppm to 69ppm, inclusive; and,
  - 70ppm to 79ppm, inclusive.

5.0 MFD Resource Specifications

Refer to Appendix B for the Supplier's MFD Resource specifications per model.

6.0 IT Resources

The Supplier shall ensure that all MFD Resources are network ready, open architecture (file format independent – no requirement for Clients to use specific software) and with the ability to fully integrate with Client's print administration systems, and meet the IT requirements listed below.

MFD Resources should have the ability to print from a variety of operating systems, including but not limited to mobile devices:

- Android 2.4 and later;
- iOS 6 and later;
- Linux compatible;
- Mac OS X 10.4 or later;
- Windows Server 2003/2008/2012/2016;
- Windows Mobile 8 and later; and,
- Windows XP/Vista/7/8/10.

Network protocol:

- Compliant with TCP/IP V4/V6 and gigabit Ethernet protocols; and,
- Compliant with DHCP and static IP addressing.

Examples of SMTP protocol email software applications are:

- FirstClass Mail (Open Text);
- GroupWise;
- Microsoft MS Exchange; and,
- Microsoft Outlook.

Drivers:

- PCL6, PS Print Drivers;
- PostScript Interpreter + drivers; and,
- Universal print drivers.

Administration – All MFD Resources should support authentication of administrative users via a remote directory service (e.g. LDAP or active directory), and shall be able to be administered remotely (if Client permits Supplier to do so) and centrally via either a web-based interface or installable software:

- Central MFD Resource administration;
- Online portal to access all network connected MFD Resources and remote trouble shoot error codes;

- Integrates with print management software (e.g. PaperCut); and,
- Web administration.

A Client administrator should be able to restrict all MFD Resources to network-based printing only, as well as having the ability to disable select features of the MFD Resource (e.g. scan/fax).

Any and all software installed on a MFD Resource shall have the ability to be upgraded remotely by the Supplier, if permitted to access the Client's network.

Examples of systems used by Clients are:

- BAS;
- Banner;
- Datatel;
- J.D. Edwards;
- PeopleSoft;
- SAP;
- SciQuest;
- SunGard Higher Education; and,
- Windows Dynamics.

All MFD Resources must be fully programmed (i.e. with most recent firmware) prior to delivery to Client locations. The Supplier will re-program MFD Resources at no additional cost to the Client, if necessary, during the Term of the Agreement.

The Supplier's MFD Resource common user interface, the Smart Operation Panel, offers an intuitive touchscreen, downloadable applications ("apps"), mobile convenience, cloud enablement, and software integration to simplify print, copy, scan and fax tasks.

The Supplier's Smart Operation Panel provides a consistent, common look and feel across the Supplier's MFD Resources and allows Clients to transition from one (1) MFD Resource to another. The Smart Operation Panel encompasses tablet and smart phone swipe, pinch, flick and tap manipulation, making it intuitive to use.

With the Supplier's Smart Operation Panel, users can:

- Integrate with independent smartphones and tablets, enabling access and printing from virtually anywhere;
- Scan and save documents in full colour directly to email, portable media, and folder;
- Access the internet via a full browser, allowing Client users to browse, view videos and print web pages from the MFD Resource; and,
- Fully customize the look and feel of the Smart Operation Panel, adding most used apps and functions to the homepage to speed up workflow.

The home screen gives immediate access to workflow, simplifying apps and is easy to customize for optimal efficiency. App icons can be dragged, dropped, rearranged and deleted as on any other MFD Resource. Toner levels and the date and time are displayed in clear widgets, which can be placed anywhere on the home page. Client users can also add wallpapers, change the background colour and adapt the colour, shape, position and wording of buttons. User guides and easy to follow how-to videos are also available from the Supplier.

Client branding can also be added for a unique, customized experience:

- At no additional cost to the Client if installed by the Client; or,
- At an extra cost (i.e. at Professional Service Rates) to the Client, if installed by the Supplier.

Client users can also select easy-to-use apps from the Supplier's Application Site to automate many of their most time-consuming workflows and tasks (i.e. placing them on the home screen as easily identifiable one-touch shortcuts). With a single tap, the Client can add specific features and single-function capabilities to simplify copy, print, scan and fax functionality.

The Supplier's software solutions are segmented into:

- Fleet Management Tools;
- Tracking & Reporting Systems;
- Mobile Printing;
- Document Scanning;
- Enterprise Faxing;
- Enterprise Content Management & Workflow; and,
- Testing & Grading.

The Supplier's broad software solutions portfolio provides extensive benefits. The Supplier provides real-time MFD Resource monitoring and management as well as a consolidated view/history of service, equipment, and supplies orders. The Supplier's Mobile Printing solution combines mobile capabilities with job following and unified print tracking. With Enterprise Faxing and Content Management & Workflow, Clients can drastically reduce time spent in-process and associated costs (e.g. paper, couriers, electricity), and integrate/rationalize legacy systems - especially when converting a paper-based process into an electronic process.

The Supplier's Remark & Crowdmark platform provides Clients with testing and grading solutions that automate and increase collaboration of current processes.

With PaperCut, Clients could utilize enterprise wide user authentication, secure printing, flexible scanning, quota management, mobile printing, and versatile reporting to contribute to a continuous optimization and print governance initiative. The Supplier is an authorized dealer of the Papercut Platform

The Supplier's Professional Services Delivery Team ("PSD") oversees all technical services, including implementation, configuration and training. that the Supplier's training focuses on the inherent benefits of a recommended solution so Client users understand that adoption will provide direct benefits to their day to day operations, thus mitigating end-user resistance and ensuring success.

For solutions that require hosting/off premise infrastructure, the Supplier host servers and backup servers are located on Canadian soil in a secure data centre. Those secure data centres are PCI DSS compliant and have an Uptime Institute Tier III certification (provides a concurrently maintainable infrastructure with guarantee 100% uptime).

The Supplier's proposed software is compatible with iOS (Apple), Windows (Microsoft) and Google at no additional cost to Clients.

7.0 Toner, Staples, and Other Required Supply Resources

The Supplier shall provide at additional cost to Clients, non-toxic toner (and/or any other media used to print on paper), staples and any other required supplies (i.e. fusers, fuse oils, developer, drums, waste containers, maintenance kits, and any other supplies/parts/components) to ensure the MFD Resource is kept in good working order and meet applicable environmental standards as required for the Term of the Agreement.

The Supplier shall be financially responsible for any and all damages (including cleaning up spills) caused by the Supplier's handling of any toner, staples, and other supplies, provided by the Supplier. The indemnification provisions of the Master Agreement shall govern any such claims.

Unless noted otherwise through a separate arrangement, the Client will add paper, toner, and staples to a MFD Resource as well as remove waste toner cartridges – the Supplier shall perform all other service/maintenance tasks.

The Supplier only provides genuine OEM consumables to support its MFD Resources.

8.0 Paper

The provision of paper is out of scope of this Agreement.

9.0 Environmental/Sustainability Requirements

OECM and its Clients strive to source, promote, and support products and services that are environmentally sound. The MFD Resources should:

- Possess Electronic Product Environmental Assessment Tool ("EPEAT") designation in Canada, where available;
- Meet or exceed Energy Star Certification Standards, where applicable, with automatic power down and sleep settings;
- Possess Ecologo and/or Blue Angel designation;
- Meet any ecological standards, as set out in the province of Ontario and/or the Government of Canada;
- Be from an OEM that has a registered environmental management system;
- Be manufactured in an environment that observes fair labour practices as observed in the country of origin;
- Contain recycled content when manufactured;
- Allow Clients to return packaging materials used in shipping or used during the delivery of service at no additional cost to Clients; and,
- Meet health and safety standards, as set out in the province of Ontario and the government of Canada.

The Supplier focuses on a sustainable society, identifies and reduces environmental impact at all stages, puts a priority on inner loop recycling and promotes a multi-tiered recycle program.

- ISO 9001:2008 certified since 2008;
- Every Supplier's manufacturing plants are ISO 14001 certified. Environmental Management Programs are audited both internally by their ISO department and externally by SGS Management at a six month interval; and,
- Where possible, The Supplier's MFD Resources are Restriction of Hazardous Substances ("RoHS") and Energy Star compliant and most have also received the Blue Angel and EcoLogo certification marks. The Supplier is fully able to comply with Registration, Evaluation, Authorisation and restriction of Chemicals ("REACH") requirements and is ready to respond promptly to future development of the regulations.

The Supplier's Total Green Office Solution combines consultative services, energy-saving imaging equipment and software solutions to help the Client meet their sustainability goals.

- Life Cycle Analysis to minimize the use of material and energy resources in every process associated with the design, manufacture and distribution of the Supplier's MFD Resources;
- Restricted use of environmentally sensitive substances, minimal emissions of volatile organic compounds; and,
- Ninety-eight percent (98%) of recovered material from end of life products is diverted from landfill and put back into the supply chain.

The Supplier's optional, as requested by Client, Carbon Offset Program will calculate the carbon footprint of the Client's MFD Resource environment using our Carbon Calculator. Once the amount of C02 being used by the Client's MFD Resources is determined, the Client has the option of offsetting that carbon with the purchase of carbon credits that are gold standard. Clients choose which certified emission reductions they want to use to compensate the CO2 emissions of their Supplier MFD Resource fleet.

10.0 Supply and Consumables Recycling Program

The Supplier will provide either a Supplier self-managed or third party recycling program for all used/empty and/or end-of-life supplies (including packaging) from the Client's locations.

The Supplier provided recycling program will be a no additional cost service provided to Clients and will include but not be limited to:

- A timely and reliable service including:
    - A pickup of recyclable supplies from the Clients within two (2) Business Days of a request;
    - The pickup will be done by the Supplier or its third-party carrier; and,
    - Pickup at the time of delivery of new supplies is acceptable;
- There are no minimum quantities or volume requirements to schedule a pick up;
- Ease of use for Clients;
- Assurances of capacity to accept and manage recycling from large Clients;
- A commitment to environmental sustainability; and,
- Assurances end-of-life supplies are disposed of in a socially responsible manner.

Toner Recycling

- The Supplier, in its support of global sustainability and efforts to be eco-friendly and environmentally sensitive, is committed to providing Clients with the necessary tools to recycle used MFD Resource materials at no additional cost to the Client.
- The Supplier encourages Clients to participate in its toner cartridge recycling program by providing a range of options to assist with returning their empty consumables. Client users can ship used toner cartridges to the Supplier for recycling using prepaid shipping labels available on the Supplier's website.

Packaging Material Recycling

- The Supplier's Global Standards prohibits the use of heavy metals in packaging materials. The Supplier uses resource-recirculating eco packaging using resin materials that can be re-used repeatedly, reducing about one-thousand-four-hundred-and-fifty-one (1,451) tons of packaging materials annually.

11.0 Access to Use MFD Resources

All MFD Resources require the ability to provide the following secure access:

- Program access codes to hold Client user information (e.g. cost centre number, user name, and department). Clients may require one (1) access code for every user in their organization, providing the user with the ability to use all MFD Resource functionality;
- Provide the ability to print from a USB stick, if acceptable practice within the Client's organization; and,
- Connect to proximity reader.

Note - that the ability to provide access to users via an ID card (e.g. student card) to pre-load copy volumes, and have the user (e.g. student) pay and add volume as required may be required by some Clients, and the Client and Supplier would mutually agree on the hardware, software and additional costs, if any, when executing a Client-Supplier Agreement.

12.0 Testing Resources

During the Term of the Agreement, there may be instances where OECM and/or the Client will request MFD Resources for evaluation and/or testing.

The MFD Resources will be provided for a period of up to thirty (30) Business Days at no additional cost to OECM or Clients (including no additional cost for delivery, installation, and removal).

Testing will occur to ensure technical compliance to requirements, and assess suitability for purpose.

Clients are not obligated to sign a Client-Supplier Agreement to obtain specific Resources for testing. A Client-Supplier Agreement, however, must be signed before the provision of any Resources commences.

OECM reserves the right to request any MFD Resource in order to conduct technical and functional compliance testing.

The Supplier will provide Clients MFD Resources for testing to ensure it meets their specific requirements, functions in their technology environment, and to assess its suitability for their purpose.

12.1 Testing – Substitution Resources

With respect to MFD Resource substitutions, the Supplier agrees to provide a MFD Resource so that OECM or its Clients may conduct technical and functional compliance testing in its technology environment during the Term of the Agreement.

The substituted MFD Resource will be provided for a period of up to thirty (30) Business Days at no additional cost (including no additional cost for delivery, installation, and removal) to OECM or the Client.

If, during the Term of the Agreement, a proposed substituted MFD Resource is deemed unacceptable by the Client, the Supplier will offer another MFD Resource to the Client – at the same Rate as the MFD Resource being substituted.

13.0 Fleet Management

The Supplier shall provide MFD Resource fleet management functionality, regardless of their physical location, at no additional cost to the Client, including but not limited to:

- Taking (by Client or by Supplier) meter reading electronically, for networked MFD Resources, through Supplier provided software;
- Performing fleet utilization assessments up to two (2) times per year; recommending fleet optimization strategies which may include but are not limited to:
    - Moving, at no additional cost and with Client's approval, Office MFD Resources within a Client's organization to balance copier workload;
    - Moving, at a cost to be mutually agreed upon between the Supplier and Client, Production MFD Resources within a Client's organization to balance copier workload; and,
    - Demonstrate flexibility to reduce, where possible, the overall number of MFD Resources, without penalty;
- Performing remote or MFD Resource side programming – allowing configuration adjustments and cloning via network connection or at point of contact (i.e. USB ports to upload user/account information); and,
- Managing access code management (e.g. for moves/additions/changes).

The Supplier's Device Manager NX and @Remote fleet management platforms allow for MFD Resource fleet management, as it relates to remote meter reads, utilization assessment, remote office MFD Resource programming and access management. These tools provide information and analytics necessary for analysts and consultants to make informed decisions pertaining to fleet management and optimization.

Device Manager NX provides the following MFD Resource fleet functionality at no additional cost to the Client:

- Monitor and manage five-thousand (5,000) or more networked and local MFD Resources from a variety of manufacturers from a centralized location;
- Remote meter reads for network connected MFD Resources;
- Set global rules, automate service tasks and run detailed reports to optimize efficiency;

- Display print usage, status of consumables, and provide preventative maintenance scheduling;
- Identify the MFD Resources manufacturer, model, IP address, MAC address, description, location, total counter, colour counter, mono counter, serial number, supply level, and service alerts; and,

The Supplier's Device Manager NX also automatically sends notifications of MFD Resources requiring service and toner to the Supplier at an additional cost dependent on the number of MFD Resources within the environment. It places a toner order before replenishment is required, and it enables remote firmware upgrading and MFD Resources adjustment and provides remote access to MFD Resources utilization reporting.

Clients will have access to MyRicoh.ca, a cross-platform mobile app and web service for managing its business relationship with the Supplier no additional cost to the Client .

MyRicoh provides:

- An easy-to-use interface, providing a consolidated view/history of all service, equipment, and supply orders, and enhanced ease and speed of ordering items, including 24/7 order status availability with real-time refresh, tracking, and estimated time of arrival;
- Convenient insight into the Client's orders and service history via online dashboard, tablet, or smartphone; and,
- Barcode scanning for quick and easy access to order information. When in front of a particular MFD Resource, Client users can search for orders or tickets by scanning a machine's serial number/asset tag barcode with a smart device's camera.

14.0 Order Management

The Supplier should provide a variety of ways for Clients to order Resources, including but not limited to the following:

- Client's Enterprise Resource Planning ("ERP") solution;
- Electronic Data Interchange ("EDI");
- Email;
- Fax;
- Toll free phone; and/or,
- Supplier's online ordering website.

Where applicable, Clients may need to perform integration testing on the Supplier's online ordering system to ensure it is compatible with the Clients' systems, policies and procedures.

14.1 Coordinated Bulk Ordering

OECM may consolidate various Client volumes and coordinate bulk buys. Once Resources have been received at Client's location, the Supplier shall invoice each Client accordingly.

14.2 Electronic Commerce

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft, SciQuest). When Clients implement various methods for electronic ordering, such as integrated system and EDI, the Supplier will provide reasonable technology and implementation support to Clients at no extra cost.

14.3 Order Acknowledgement

The Supplier should notify the Client immediately or within one (1) Business Day of receiving a Client's order, via the same method in which the order was placed (e.g. online, email, telephone). The Supplier will include in the order acknowledgement any Resource that cannot be fulfilled (e.g. backorders). The Client, at its sole discretion may:

- Cancel some or all of the order, which cannot be fulfilled exactly as ordered;
- Ask the Supplier to ship only available Resources and cancel any backorders; and/or,

- Agree to an alternative delivery schedule based on anticipated Resource availability.

14.4 Minimum Order

The Supplier shall not have any minimum order value or volume requirements.

15.0 Delivery

The Supplier shall be responsible for deliver, at no additional cost to the Client, all MFD Resources, related supplies, parts, components and services Delivery Duty Paid ("DDP") destination to Client's location. Clients may have more than one (1) DDP location within their organization.

DDP destination shall be understood to mean delivery from the Supplier's point of origin to the Client's receiving location (i.e. a Client may have more than one (1) location within their organization and may choose to have Resources delivered to the exact location). No additional costs whatsoever will be paid for the delivery of MFD Resources, related supplies, or services or any return of the aforementioned.

There is not a minimum volume and/or dollar amount for orders.

MFD Resources and supplies will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed the order, purchase order number, products and quantities ordered and shipped, back orders and quantities, if any).

Supply orders shall not be restricted by MFD Resource serial number or by Client location. Therefore, if a Client has several MFD Resources at one (1) location – multiple orders from various users at that Client location will be accepted and delivered accordingly to the proposed guaranteed lead times.

The Supplier shall correct any shipping errors within three (3) Business Days – at the Supplier's own expense.

15.1 Delivery Lead Times – MFD Resources

The Supplier shall deliver MFD Resources according to the following delivery lead times:

- Standard delivery – within ten (10) Business Days; and,
- For large fleet implementations will be mutually agreed upon between the Client and the Supplier.

The Supplier shall pre-arrange the date and time of all deliveries with the Client at least three (3) Business Days prior to delivery.

The Supplier shall co-ordinate directly with the Client regarding the status of orders, delivery, and scheduling for removal of packaging and any other information required.

Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

15.2 Delivery Lead Times – Toner, Staples, and Other Required Supply Resources

The Supplier shall deliver toner, staples, and other required supplies according to the following delivery lead times:

- Standard delivery – within two (2) Business Days; and,
- Rush delivery – within one (1) Business Day.

The Supplier shall co-ordinate directly with the Client regarding the status of orders, delivery, and scheduling for removal of packaging and pickup of supplies such as empty cartridge containers, drums, and any other information required.

The Supplier provides ample stock of OEM consumable and will sustain the on-hand supply to ensure minimal disruption to the Client. Through the Device Management NX reporting system, The Supplier receives direct notification that a toner needs to be replaced, allowing consumables to be shipped to the Client automatically before supplies run out at an additional cost as stated in Appendix B.

Genuine Supplier supplies, consumables and parts, are also easily ordered through the Supplier Imaging Supplies Centre by calling a toll free number Monday to Friday from 8:00 am to 8:00 pm. The Supplier also provides the ability to place supplies orders directly over the internet, using its MyRicoh app.

Orders placed during Business Hours are shipped, at no additional cost to the Client, within twenty-four (24) hours . Orders placed on Friday will be shipped on the next Business Day. The Supplier will work with Clients to meet there demand schedule (e.g. advance bulk supply orders).

EDI Offerings

The Supplier supports EDI transactions for the order and fulfillment process through the trading of purchase orders, purchase order acknowledgments, purchase order changes, invoices, and payment. The Supplier will accommodate a billing schedule based on the Client's needs (e.g. monthly, quarterly by a certain date of month).

The Supplier supports e-commerce technology (e.g. via cloud solutions).

16.0 Damaged or Defective Shipment

The Client may not accept the delivery of the MFD Resource if it is:

- Defective (e.g. broken and/or damaged); and/or,
- Not delivered as agreed (e.g. substituted without prior approval of the Client).

The Supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective Resources from the Client's location. The Client will not be responsible for any re-stocking charges due to damaged or defective returned Resources.

17.0 Implementation and Rollout

The Supplier must provide implementation and roll out support to Clients including but not limited to:

- Assessing the Client's MFD Resource requirements;
- Planning fleet implementation and roll out;
- Providing Clients with a detailed project plan for approval (the project plan should include, but not be limited to – details about each MFD Resource (including features, software requirements, Client's user information) slated for implementation, how communications will be conducted, with whom, and when. Roles, responsibilities and estimated time commitments for Supplier and Client. How the rollout will be conducted, onsite Supplier representation during the implementation, and issue resolution (e.g. a damaged MFD Resource is received, or the MFD Resource has not been properly installed (e.g. missing electronic chips) when received at Client's location);
- Scheduling and execute fleet rollout according to agreed upon timelines with Clients;
- Regardless of the number of changes made to the implementation plan or rollout of MFD Resources, the Supplier is responsible for maintaining inventory of all MFD Resource installation locations by serial number;
- Clients may provide, upon an assessment of its compatibility to the MFD Resources to be installed, card reader equipment to the Supplier prior to delivery;
- Physically delivering MFD Resources, set in place and make connections;
- Performing system start-up routines;
- Performing any firmware updates if needed;
- Uploading any directory information provided by the Client (e.g. email addresses, account or user information, access codes.); and,
- Running testing protocols (e-mails, scans, copies).

Refer to Appendix F for a sample implementation plan.

18.0 Transition and Implementation

The Supplier should provide Client support on account setup, ensuring seamless transition, and minimal service disruption, at no additional cost to the Client. The Supplier will provide implementation and training plans to Client for approval prior to the implementation as required.

19.0 Installation and Configuration Service Resources

The Supplier shall deliver, install, set-up and configure all MFD Resources, including but not limited to:

- Assemble, install, and test the MFD Resource prior to and after delivery to the Client's location;
- Coordinate access to the physical site with the Client;
- Physically transport MFD Resource to the Client's specific location where the MFD Resource will be installed;
- MFD Resources must be set in place and installed within five (5) Business days of their delivery to the Client's location;
- Unpack, check for shipping damage, install and configure MFD Resource specific to Client's requirements;
- Perform functional testing (e.g. test hardware, software, network connection, printing capability, the Client's code, card access, identification information and passwords, where applicable) before leaving Client site;
- Perform high level Client orientation;
- All MFD Resources must be functional by the end of the Business Day of installation. In the event that a part is required to make the MFD Resource functional, then the MFD Resource must be functional by the end of the next Business Day;
- Obtain Client sign-off indicating complete satisfaction on installation prior to leaving the location;
- Clean up area, remove and dispose of all packing material from Client location; and,
- Record and provide installation information electronically including, location, Client identification, asset identification, model and serial number, date, time.

The Supplier shall be responsible for the correct functioning of the MFD Resource at the installation site. Correction of any discrepancies/problems found during the MFD Resource setup or testing at the Client's site will be the sole responsibility of the Supplier and will be made prior to acceptance at the time of installation.

The Supplier's training plan is executed, as agreed upon with the Client, in lockstep with the project transition plan and order management to ensure the ultimate success of both MFD Resource installation and training efforts.

The Supplier provides several levels of training:

- Self-paced Computer Based Training, including online video tutorials, operator manuals and knowledge based information from on the Supplier's website at no additional cost to the Client;
- Instructor-led virtual training, which allows for greater flexibility in terms of session scheduling and location;
- Face to face, hands-on training in cities where the Supplier has local trainers;
- Classroom training with groups/departments of Client users;
- Key operator training involves more detailed maintenance and simple trouble shooting information (e.g. changing toner), as well as feature rich MFD Resources function training;
- End user training usually addresses common features used by individual employees such as general features, functions, and benefits of the copier and any accessories employed; and,

- IT technical training addresses driver configuration and functions, MFD Resource configuration and set up (network interface board), typical MFD Resource function troubleshooting, as well as the Supplier's applications and utilities for IT staff supporting the Client's internal service desk level 1 triage.

Clients also have access to the Supplier' toll free number for technical support from 8:00 a.m. to 8:00 p.m. eastern standard time for troubleshooting. The Supplier's Solution Training Specialists are available to Client key operators after the completion of training to address questions that can be raised through the Supplier's Service Desk or by direct contact.

The Supplier's supporting information package, provided immediately to the Client by email, includes a complete and thorough portfolio of best practice guides, how to documents detailing basic MFD Resource functions, and reference to electronic operator manuals and online documentation via the Supplier's website.

20.0 Moves, Additions and Changes

MFD Resource requirements, after initial fleet implementation, may change for Clients during the Term of their Client-Supplier Agreement. To support this, the Supplier shall upon mutual agreement with the Client:

- Provide additional MFD Resources available on the Agreement according to the period of time chosen by the Client, as required;

- Ensure all new MFD Resources added to an existing Client-Supplier Agreement are coterminous to the expiry date of the Client-Supplier Agreement if the period of time is thirty-six (36), forty-eight (48) or sixty (60) months. If, however, a Client wishes to add a new MFD Resource to their fleet, prior to expiry, with a time period shorter than thirty-six (36) months, the Client and Supplier shall mutually agree to the Rate if the Client requires a coterminous expiry date; and,

The Supplier shall move Office MFD Resources within a Client's organization to better balance utilization at no additional cost.

21.0 Removal and Replacements

The Supplier will remove and replace any MFD Resource within the delivery lead times set out above if it:

- Malfunctions within twenty-four (24) hours of delivery to a Client's location not due to user error; or,

- Required three (3) or more service calls for the same error in two (2) consecutive months (excluding regular preventative maintenance and calls resulting from user error).

If replacement is required, the Supplier shall co-ordinate the replacement with the Client ensuring the defective MFD Resource is removed immediately, and that a new MFD Resource (with the same features) is delivered and installed. The new MFD Resource shall be delivered according to the delivery lead times set out above.

If a MFD Resource is removed or replaced, the Supplier will:

- Guarantee the safety of the data by offering the following two (2) options to the Client:

    - The hard drive will be overwritten by manual operation of the Supplier's DataOerwriteSecurity System ("DOSS") functionality on the device by the Supplier technician; and/or,

    - The hard drive is retained by the Client, at a cost to be mutually agreed upon by the Supplier and the Client; and,

- Update its inventory management system accordingly and provide an updated report to the Client.

The Client-Supplier Agreement, if applicable, will be amended with the replacement MFD Resource. The expiry date, however, will not change. Therefore, the original expiry date of the Client-Supplier Agreement will be applicable for any MFD Resource replacement made during the Term of the Agreement due to the issue noted above.

The Supplier shall destroy all hard drives, and provide Clients with a certificate (i.e. proof) of destruction, if requested by the Client, at a cost to be mutually agreed upon by the Supplier and the Client, as noted above.

Defective/malfunctioning MFD Resources returned to the Supplier must not be deployed at any other OECM Client location.

22.0 Discontinued MFD Resources and Substitutions

If a MFD Resource is discontinued and substituted during the Term of the Agreement, Clients have the ability to test as set out above. The substituted MFD Resource shall be equal to or better than the MFD Resource being replaced and shall have the same Rate as the substituted MFD Resource.

The Client-Supplier Agreement will be amended with the substituted MFD Resource, if accepted by the Client and OECM. The effective date of the Client-Supplier Agreement, however, will not change. Therefore, the original effective date of the Client-Supplier Agreement will be applicable for any MFD Resource substitution made during the Term of the Client-Supplier Agreement.

23.0 Removal at Agreement or Client-Supplier Agreement Termination

At the expiry of the fleet term (e.g. thirty-six (36), forty-eight (48) or sixty (60) months), Agreement or Client-Supplier Agreement, the Supplier shall remove within thirty (30) days any non-purchased MFD Resource supplied to a Client, at no additional cost to the Client.

The Supplier shall guarantee the safety of the data by providing the following two (2) options to the Client:

- The hard drive will be overwritten by manual operation of the DOSS functionality on the device by the Supplier technician; and/or,
- The hard drive is retained by the Client, at a cost to be mutually agreed upon by the Supplier and the Client.

The Supplier shall dispose of MFD Resources and/or toner, staples, and other relevant supplies in an environmentally responsible manner to the extent they cannot be reused, and provide the Client with a certificate (i.e. proof) of destruction, if requested and applicable.

24.0 Training

The Supplier shall provide to the Client, at no additional cost to the Client, the following two (2) distinct types of no additional cost functional and technical training throughout the Term of the Agreement:

- Key operator and end user training; and,
- Specialized information technology (IT) staff training.

The Supplier is able to provide unique MFD Resource customized training (i.e. Client network integration) at an additional cost to the Client, if required.

24.1 Key Operator and End User Training

Key operator and end user training shall include, but not be limited to, an initial training session, within three (3) Business Days of installation and acceptance, as well as throughout the Agreement as required, on how to use the functions of the newly installed MFD Resource; and how to replace the toner and remediate minor problems (e.g. basic troubleshooting) at no additional cost to the Client.

The Supplier shall provide onsite, off-site and/or online training, as mutually agreed upon between the Client and the Supplier:

- Conduct training sessions, to be arranged directly by the Supplier with the Client;
- Perform training onsite at the Client installation location and/or online;
- Provide online training/tutorials;
- Address the use of MSDS for MFD Resources, where applicable; and,
- Provide training documentation (e.g. user guides or tip sheets that include the uniform resource locator (URL's)) for the dedicated Supplier's website.

24.2 Specialized IT Staff Training

The Supplier shall provide Client's specialized IT staff training for Client's IT staff at the commencement of the Agreement, upon delivery of MFD Resource, at the time of MFD Resource substitution, and as required by the Client's IT staff during the Term of the Agreement at no additional cost to the Client.

The types of technical training shall include, but not be limited to:

- Client IT service desk staff training;
- Online portal training;
- Administrator training, for troubleshooting; and,
- Other technical support training.

This training may be provided onsite, off-site or online, as mutually agreed to between the Supplier and the Client.

The Supplier shall provide classroom training and training documentation for Client staff as required:

- For Client's IT staff, as required during the Term of the Client-Supplier Agreement in order to maintain the expertise of the Client's IT staff in the Supplier's technology as it evolves; and,
- To provide Client's IT staff with knowledge transfer, and hands-on training in hardware and software operation and management of the MFD Resources.

25.0 Repair Requirements

The Supplier will warrant the deployed MFD Resources are maintained in good working order, providing OECM and the Clients with excellent customer support and technical expertise for the Term of the Agreement.

25.1 MFD Resource Meter Reads

If permitted to access the Client's network, the Supplier shall remotely collect and report MFD Resource meter reads to the Client.

25.2 Service Technicians and Repair Depots

The Supplier has appropriate service technicians and service repair depots, as set out in Appendix C – Guaranteed Response Time, to adequately handle all Client requirements.

All service technicians must be employees and/or authorized Subcontractors of the Supplier. The service technicians shall be appropriately trained and have had field service experience on the proposed MFD Resources as well be visually identifiable to ensure safe access to the Clients locations.

Service technicians must have direct access (i.e. local) to replacement MFD Resource supplies/parts/components to complete any required repair within the agreed upon timeframes.

25.3 Preventative Maintenance

The Supplier shall perform full preventative maintenance on the MFD Resources at predetermined copy volumes and/or at predetermined calendar periods (e.g. quarterly), as agreed upon with the Client, to ensure high standards of performance are maintained.

Issue Resolution Steps and Escalation

- A Client initiates service request by either:
    - Calling the Supplier's toll free number, available Monday to Friday, from 8:00 AM - 8:00 PM eastern standard time;
    - Via the internet http://rciessweb1.ricoh.ca/EService/ServiceRequest.aspx, by email: servicecall@ricoh.ca; or,
    - Client portal - MyRicoh.

- A service ticket number is assigned;
- The issue is resolved over the phone, or a technology service technician is dispatched;
- The technology service technician calls back within one (1) hour to provide an estimated time of arrival;
- The technology service technician are certified The Supplier technology service technician possess proper network certifications. They are also in contact with the Supplier's analysts and engineers who provide additional expertise if necessary; and,
- The service call is closed upon resolution, and notification is sent to the Supplier's ERP database by the technology service technician.

Service calls are progressively escalated until resolution is achieved in timeline acceptable to the Client. Should the Supplier be unable to resolve an issue within a timely manner, the Supplier will provide a replacement MFD Resource as described in Section 20.0.

Unresolved Issues - the Supplier's complaint management system directs, tracks, and records all Client issues. This system is monitored by the Supplier's Customer Satisfaction Team and results are reviewed monthly against pre-defined targets defined by the Supplier's senior Management meetings.

Technician Qualifications

Technology service technician work within a postal code territory, and all customer units are assigned to a specific technology service technician with two (2) back up technology service technician.

Preventative Maintenance

All Supplier MFD Resources will have preventative maintenance schedules with their own specific preventative measures tables. These tables include preventative maintenance intervals indicating the number of copies/prints before each preventative maintenance call and what parts need to be replaced within those intervals.

While on-site at the Client's location the technical specialist will perform regularly scheduled preventative maintenance procedures and meticulously examine all key operating components to avoid potential problems, which may have otherwise occurred.

The following parts are checked during the preventative maintenance procedure:

- Paper feed rollers/assemblies in each paper tray and document feeder;
- Transport rollers/units in mainframe and finisher;
- Developer unit;
- Charge roller;
- Corona units;
- Photoconductor unit;
- Fuser unit; and,
- Optics.

All drivers for the Supplier's MFD Resources are available via their website. To the extent the Client is fully up to date with the applicable software maintenance and support and such support includes drivers, those drivers will be provided by the Supplier to the Client electronically. To the extent drivers are available in connection with the firmware on a MFD Resource, the Supplier will also provide the driver electronically to Client. Installation of drivers is the Client's responsibility.

Supplier software updates and upgrades are released on a regular basis and categorized as recommended and required. Required updates are less common but will be communicated directly to the Client's administrator for action. The Supplier Professional Services Delivery will perform software deployments if required in accordance with the Client's guidelines (i.e. remote access requirements). The Supplier will provide the Client with roadmaps that stipulate all planned minor and major MFD Resource upgrades for all proposed software platforms to ensure the Client can plan accordingly. All minor and major MFD

Resource upgrades can be centrally pushed to all required Clients and MFD Resources centrally to ensure proficient deployment of software updates accordingly.

The Supplier is the point of contact for all Client requirements. Areas supported by the Supplier's Subcontractors follow the same issue resolution steps and escalation procedures.

The Supplier provides phone support from Monday to Friday, between the hours of 8:00 am to 8:00 pm eastern standard time.

Preventative maintenance schedules are dependent and agreed upon based on the Client's environment (e.g. volume, availability of Client) and the MFD Resource model of the unit.

Every component within each MFD Resource model has a recommended preventative maintenance schedule that is based on volumes. After consultation with the Client and a history of volume has been established the service technician will coordinate with the Client to perform preventative maintenance as required.

25.4 Repair Response Time

The Supplier's technician shall be onsite within the timeframe indicated in Appendix C – Guaranteed Response Times. The Supplier's response time performance will be monitored, in part, against the information contained in Appendix D – Performance Management Scorecard.

Note - Clients will not diagnose service problems when placing a service call.

Production MFD Resources are supported with a higher level of response time than for Office MFD Resources. The Supplier and Client, when executing a Client-Supplier Agreement will mutually agree on response times as it relates to Production MFD Resources.

25.5 Repair Time

The Supplier shall provide MFD Resource repairs within one (1) Business Day (i.e. the MFD Resource will be available for use within one (1) Business Day) or within the time frame set out on Appendix C – Guaranteed Response Time.

If the Supplier cannot repair the MFD Resource within the time frame set out on Appendix C – Guaranteed Response Time, the Client has the right to request the MFD Resource be swapped with a new functioning MFD Resource while the original MFD Resource is being repaired to be mutually agreed upon when executing a Client-Supplier Agreement.

25.6 Replacement Parts and/or Component Resources

The Supplier is expected to meet future needs, on an as and when required basis, for replacement panels, components, and replacement parts, and/or for additions to existing configurations for a period of at least five (5) years from the original installation date according to the delivery lead times set out above.

25.7 Liquidated Damages

The Supplier shall pay a fifty dollar ($50) liquidated damage fee to Clients experiencing a Resource (i.e. applicable to each MFD Resource) uptime of less than ninety-eight percent (98%) as set out in Appendix D. The Supplier shall pay the appropriate liquidated damages amount to the Client the month after the violation occurred.

26.0 Managed Print Service Resources

The Supplier shall provide MPS Resources on an as-and-when-required basis to Clients upon request. MPS may include, but is not limited to:

- Review, optimize (i.e. right size) and recommend an approach to manage the Client's digital content management and document output;
- Monitor, manage, and optimize total print output;
- Assess and develop strategies to improve document security, reduce printing costs and increase productivity;
- Conduct an assessment to analyze the Client's current printing infrastructure;

- Provide an MPS plan aligning with the Client's print strategy, setting out phases, timelines, tasks, helpdesk support, recommended software solutions, reporting, roles and responsibilities, risk mitigation strategies, and other key information resulting in a successful execution;
- Make recommendations with respect to the quantity and deployment (type, features, location, size, features) of Resources to provide Clients with efficiencies;
- Recommend strategies to move a Client to more electronically-based documents reducing overall print/copy costs;
- Print and document analytics;
- Print server optimization: follow-me printing, rules-based printing, roles-based printing;
- Document workflow management;
- Digitization services (e.g. optical character recognition, searchable PDF);
- Content and records management;
- Education solutions (e.g. student registration, attendance, test and grading solutions);
- Manage Resource life cycle, and disposal;
- Implement a print release infrastructure (to support bring-your-own-device ("BYOD"));
- Provide reporting on overall cost, energy, greenhouse gas and solid waste reductions; and,
- Review and provide sustainability benefits (e.g. financial, environmental impact, energy consumption, social).

The Supplier shall provide the following MPS Resource software applications:

Crowdmark
Equitrac
Hotspot Enterprise
Laserfiche
Nuance – Autostore
PaperCut MF
Remark
Ricoh Hosting Services
Ricoh Managed Application Services
Streamline NX

Refer to Appendix B for applicable Rates, if any, related to MPS Resources.

The Supplier's MPS Program referred to as Managed Document Services, is a comprehensive platform of service elements that are designed to optimize all aspects of a Client's document output environment. Services involve developing, monitoring, consolidating, controlling and optimizing the printing and imaging infrastructure.

The Supplier's Managed Document Services portfolio is structured into five key phases:

- Understand;
- Improve;
- Transform;
- Govern; and,
- Optimize.

This phased approach helps with the overall organization and efficient delivery of the Supplier's Managed Document Services program within a Client's environment and is designed to minimize any potential disruption to a Client's daily business routine and maximize Client benefits. Each phase has a corresponding set of service offerings which are in turn broken down into individual service elements. The govern and optimize phases focus on sustaining and continually improving the optimized state.

Monthly Operations Reporting

The Supplier has developed a standard set of Managed Document Services reporting and measurements that are provided to Clients on a monthly basis. The reports listed below outline the standard SLAs that the Supplier measures and the reporting structure that gets presented to the Clients:

- Fleet summary report;
- IMAC-D report, providing detailed listings of all installs, removals and relocations for a specified period of time along with the details of each install, move, add, change, and dispose activity;
- Equipment performance analysis;
- Detailed service call report;
- Suspect activity report;
- Supply order report;
- Spend report; and,
- Utilization and trending report.

The Supplier will work with the Client to determine if additional SLAs are required.

The Supplier's mandate is to provide governance and continuous value to the Client. The Supplier also hosts quarterly and annual business review meetings designed to review SLAs and uncover opportunities for further fleet rationalization and optimization.

Requirement	Software	Components
Print and document analytics	Papercut	Server, User licences, embedded MFD Resource licences
Follow-me printing	Papercut	
Rules-based printing	Papercut	
Roles-based printing	Papercut	
Document workflow management	Laserfiche	Core System - includes unlimited servers, workflow, web/mobile access, advanced audit trail, web administration console, digital signatures, snapshot, email
Digitization services	Nuance - Autostore	Server and embedded device licences
Student registration	Laserfiche	Forms Portal and authenticated participant licences
Student attendance	Laserfiche	Forms Portal and authenticated participant licences
Student testing and grading	Remark	User/student licenses
Student testing and grading	Crowdmark	User/student licenses
Mobile printing	Hotspot Enterprise	Device license
Optical character recognition	Nuance - Autostore	Server and embedded device licences

The Supplier provides solutions, at the Rates set out in Appendix B, as it pertains to follow-me printing, server-less printing, rules-based printing, roles-based printing and mobile printing. The Supplier's portfolio includes but is not limited to:

- PaperCut;
- Cirrato;
- Nuance Equitrac Express; and,
- Other leading Supplier-designed platforms (e.g. Streamline NX). All platforms accommodate the functional feature sets stipulated by the Client.

MFD Resource printing that is allocated to shared accounts (i.e. via the Client tool), can be tracked and charged separately (e.g. allowing setting and tracking department budgets).

PaperCut's logging is available for view or export as reports.

PaperCut runs on all operating systems on the server as well as the workstation, and it is network environment agnostic. PaperCut supports the following directory environments as standard:

- Windows Active Directory;
- LDAP;
- E-Directory;
- Apple Open Directory;
- Standard POSIX (PAM, NIS/Yellow Pages); and,
- Samba.

The Supplier would conduct an assessment exercise to gain an understanding of Client's environment and may recommend an alternative print management system if PaperCut does not meet all requirements.

HR & Records Management

The Supplier has developed a set of tools for HR Management that eases the labour burden and improves currency and accuracy of personnel records. HR staff can find the status of a particular employee and action records in seconds. HR records are captured electronically and made available through a secure digital repository that maintains roles-based security and only the information relevant to the user is displayed.

Student Registration

Student registration is labour intensive that relies substantively on paper-based workflows. The Supplier provides solutions for Clients that help to streamline the collection, dissemination, distribution and archiving of both paper-based and digital information.

Student Exemption

Students that apply to exempt faculty credits when changing streams or apply from external/foreign institutions must seek approval for such credit recognition by the specific faculty to which they are applying. This process is typically paper-based involving the circulation of forms and supporting documentation. The process is open to many delays, costs associated with document transport and document loss exposing the institution to risk for both the applying student and the institution.

The Supplier has developed a Student Exemption solution that dramatically improves this process while adding integrity and confidence in the process. Students are able to apply online or in person and provide all supporting documentation securely.

Testing & Grading

The Supplier's Remark & Crowdmark platform will provide testing and grading solutions that automate paper based intensive processes.

The most substantial benefits in implementing digital workflows are realized as a reduction in time spent in-process, and reduction in associated costs (for instance, elimination of paper documents, courier costs, power consumption, integration and rationalization of legacy systems). Especially when converting a paper-based process into an electronic one, dramatic time and overhead savings can be realized.

Document Workflow Management

The Supplier's Document Workflow Management Solution will enable Clients to automate standard, collaborative business processes, such as approvals or routing, based on conditions transforming content repository into a dynamic content management solution that ensures business processes are performed consistently and efficiently. The Supplier's robust forms and email integration can deliver content and obtain information from participants in a variety of real world ways without having users even log into the main system.

Clients may benefit from an intuitive workflow engine and available connectivity to external systems and databases, and a highly flexible infrastructure for adapting existing manual processes into fully automated workflows with full accountability.

The Supplier's Document Workflow Management solutions are designed to be straightforward to purchase, deploy, extend, administer and support – giving Client IT managers central control over their information infrastructure, including standards, security and auditing, while still offering business units the flexibility to react quickly to changing conditions. To simplify system administration, the Supplier's product suite is built on top of Microsoft technologies; it deploys quickly and easily scales to accommodate both an increasing number of users and high-volume repository growth.

Assessment/due diligence exercises are an integral part of the Supplier's Methodology Framework as they provide the necessary details required to design and build a software platform that will meet the Client's unique requirements. The cost of the assessment is dependent upon the scope and complexity, as defined by the Client, of a project. For example, an assessment to design a content management and workflow solution would typically involve a greater level of effort relative to a print management/follow you printing assessment. Cost of an assessment is subject to the per diem Rate set out on Appendix B.

The Supplier offers a number of other print management platforms (e.g. Equitrac and Streamline). Based on the Supplier's experience, there may be unique scenarios where said platforms may be considered (e.g. if the scoped project reveals that Equitrac already exists in the environment and the Client may want to consider leveraging the investment already made).

Content and Records Management

The Supplier's offers Laserfiche software for Content and Records Management. Rates are set out in Appendix B.

The Supplier's consulting group would oversee the assessment process which is comprised of the following four (4) phases:

- Planning – where the objectives, goals and scope of the project will be determined;
- Assessment – consultants engage onsite stakeholders to understand specific in scope current state business processes and infrastructure;
- Design – leverage phase two analytics to design future state recommendations; and,
- Reporting – provide comprehensive report of findings and recommendations to the Client.

The Supplier's Laserfiche Enterprise content management platform is available to Clients at no additional cost.

Document workflow management - Core System - includes unlimited servers, workflow, web/mobile access, advanced audit trail web administration console, digital signatures, snapshot, email

- Student registration - Forms Portal and authenticated participant license's; and,
- Student attendance - Forms Portal and authenticated participant license's.

Ricoh can provide a MDS assessment with a SOW that will be drafted at the Professional Services Per Diem Rate. Pricing is dependent upon several factors which include size of fleet, number of sites, locations of sites, and number of floors.

27.0 Professional Service Resources

The Supplier shall provide professional service Resources on an as-and-when-required basis to Clients upon request. The Supplier should conduct a study and analyze the Client's current structure and

recommend approaches to move the Client towards a more efficient, cost effective managed print services solution.

The analysis provided by the Supplier should take the following aspects into consideration before making recommendations to the Client including, but not be limited to:

- Agreement administration and support;
- Deployment (location, size, feature requirements);
- Fleet management;
- Moves, additions and changes;
- Pricing;
- Quality control;
- Reporting;
- Savings;
- Secure print;
- Service requirements;
- Substitutions;
- Sustainability;
- Training; and,
- Transition and implementation.

The Supplier's Managed Document Services methodology places significant emphasis on a continuous improvement process that focuses on continually delivering additional cost savings, productivity improvements and efficiencies to the Client's organization.

Items investigated include quality, effectiveness, waste (i.e. labour, process time and materials), cost-efficiency gains through new technology and return-on-investment business case development.

The Managed Document Services model contains several key mechanisms that are essential to continually meeting users' needs:

- Complete Managed Document Services assessment to determine future state design for your business;
- Monthly reviews of MFD Resource utilization to ensure they are properly matched to volume requirements taking action to rebalance distribution, as required;
- Opportunities to improve efficiency and productivity;
- A well-defined and consistently executed IMAC-D process that handles all Client user requests for changes to the fleet in a way that addresses user needs through a combination of training, MFD Resource relocations, upgrades, swaps and change management; and,
- Transactional and periodic surveys to capture user requirements that feed the continuous improvement process.

Lifecycle analysis is an internal process the Supplier performs for limiting the amount environmental impact of our solutions offered to Clients. If required by clients, there is an additional cost as set out in Appendix B.

28.0 Customer Support to Clients

The Supplier shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive (or a team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing administrative support, operational support and issue resolution;

- A Client-specific escalation chart, as per Appendix E of the Client-Supplier Agreement or Appendix G of the Master Agreement;

- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day response;

- Audit services that is, assessing Clients MFD Resource requirements (e.g. some Clients may use a staff and/or student allocation ratio to assess their requirements);

- Ensuring minimal disruption to the Client;

- Easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);

- Knowledge transfer, and no additional cost educational events (e.g. webinars), if available;

- Establishing an ongoing communications program with the Client (e.g. new initiatives, innovation, sustainability);

- Providing written notice to Clients on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);

- Attending meetings with Clients, as requested; and,

- Providing reports to Clients, upon request.

The Supplier assigns a dedicated team of professionals to each Client based on their requirements. The local account team, consisting of an Account Manager, a Sales Manager, the Operations Support Organization and the Customer Service Team, is supported by regional and national resources.

The Supplier's Account Manager oversees all sales functions including contracts, orders and general account management throughout the implementation process. Once deployment is initiated, the Account Manager becomes a contact point for escalation and inventory management.

The Supplier's Branch Manager is the back up for escalation issues and ensures senior management involvement to support the Account Manager. The Branch Manager will act as the Clients single point of contact should the Account Manager be absent.

The Supplier's toll-free support line is available for troubleshooting and service issues. The Supplier guarantees a response time of four (4) hours.

The Supplier's Managed Document Services methodology places significant emphasis on a continuous improvement process that focuses on continually delivering additional cost savings, productivity improvements and efficiencies to Clients. The details of the Suppliers Managed Document Services methodology are as follows:

- Monthly reviews of MFD Resource utilization to ensure they are properly matched to volume requirements and if not, taking action to rebalance MFD Resources distribution;

- A defined continuous improvement process that identifies and tracks all opportunities to improve efficiency and productivity;

- A well-defined and consistently executed IMAC-D process that handles all user requests for changes to the fleet in a way that addresses user needs through a combination of training, MFD Resource relocations, upgrades, swaps and change management;

- Transactional and periodic surveys to capture user requirements that feed the continuous improvement process; and,

- Quarterly and annual reviews with the Client.

The Supplier, through a third party service provider, has two (2) types of networks for providing Clients with on site servicing.

The Supplier uses only certified supply parts and toner.

28.1 Customer Satisfaction

Understanding that each Client is different, the Supplier will perform semi-annual (at minimum) customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources.

The survey should be focused on, but not limited to:

- Customer support;
- Issue resolution processing;
- Price competitiveness;
- Invoice discrepancies;
- Delivery lead times;
- Response time; and,
- Performance (i.e. is the Supplier meeting the Appendix D – Performance Management Scorecard requirements.

The survey contents, needs and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop, and distribute as mutually agreed upon by the Supplier and Client, an appropriate survey for their organization. Results shall be shared with OECM upon completion.

29.0 Agreement Management Support to OECM

OECM will oversee the Agreement and the Supplier shall provide appropriate Agreement management support including, but not limited to:

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- A senior account manager responsible for the overall management and reporting of the Agreement, including the management of area account managers and/or local dealers responsible for the delivery of services to Clients;
- Promoting the Agreement within the Client community;
- Attending quarterly business review meetings with OECM to review such information as:
    - Client-Supplier Agreements and upcoming opportunities; and,
    - Performance management compliance;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);
- Conducting comparative analysis and surveys regularly during the Term of the Agreement to ensure customer satisfaction and support for Client's strategic direction;
- Timely submission of reports showing invoiced Resources, the applicable cost recovery fee, and other ad hoc reports as required; and,
- Attending, at a minimum, quarterly business review meetings with OECM to review, and if necessary, act upon:
    - The previous quarter's SLAs;
    - Client-Supplier Agreements and upcoming opportunities will be identified to OECM (active and those pending);
    - Deliverables and potentially other related Resources to support Client's business requirements;

- Issues and opportunities for improvement;
- Resource lifecycle management;
- Industry trends, new technology/innovation;
- Resource improvement plans;
- Service delivery processes;
- Operational activities;
- Status of outstanding problems/complaints;
- Monitor performance management compliance;
- Quick quote/request for service requested and issued;
- Savings (based on OECM's selection of up to seven (7) Clients per quarter);
- Client issued customer satisfaction survey results;
- Potential enhancements to Appendix D – Performance Management Scorecard;
- Inventory management/audits/upcoming issues;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings, customer satisfaction results and Client-Supplier Agreement status; and,
- Timely submission of reports showing invoiced Resources, the applicable cost recovery fee, and other ad hoc reports as required.

30.0 Optional Process to Add Other Resources

If mutually agreed to by OECM and the Supplier, other Resources (including but not limited to remanufactured MFD Resources, emerging technology/innovation and/or related services) may be added to the Agreement to align with Client needs twice a year during the Term.

Volumes and Agreement management performance (i.e. Performance Management Scorecard results) will be considered when contemplating adding Resources to the Agreement. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's Resource to add other related Resources. All Resources, currently in the Agreement, shall remain unchanged.

The Supplier may request the addition of other Resources by April 1st and/or October 1st. The Supplier shall provide prior written notice, accompanied by appropriate documentation (e.g. detailed calculations, Resource description, original equipment manufacturer, part numbers, and rationale for the addition).to OECM at least sixty (60) before April 1st and/or October 1st, if requesting a Resource refresh.

Rates, for newly added Resources, will be negotiated at the time ensuring alignment with similar Resources currently available on the Agreement.

The Agreement will be amended accordingly, if necessary.

31.0 Saving Calculation

OECM tracks, validates, and reports on savings on all its agreements. Once OECM receives the Clients' approval, the Supplier shall provide OECM with Clients' historical spend (e.g. baseline information) prior to the effective date of Agreement if applicable.

If the Supplier has provided the Client additional savings based on the Client's requirements, i.e. volume discount, the Supplier shall provide OECM with details in the monthly spend report.

32.0 Financial Incentives to Clients

Where feasible, the Supplier shall propose financial incentives to Clients to promote additional cost savings or increased revenue resulting from operational efficiencies or marketing opportunities that may include, but are not limited to:

- Increased online ordering;
- Use of P-Card;
- EDI invoicing and payment processes;
- Early payment discount for Clients; and,
- Higher volumes/overall growth in business.

In consultation with OECM, the Client may negotiate specific details related to one (1) or more financial incentives.

The financial incentives the Supplier and Client agree to shall be incorporated into the Client-Supplier Agreement and be reviewed and adjusted (e.g. annually), as required.

33.0 Invoicing

The Supplier shall submit consolidated monthly invoices based on the previous month's actual volume and activity (e.g. moves, adds, managed print services, professional services).

Flexibility in invoicing processes is required. The Supplier shall, for Clients using SciQuest, support cXML and/or portal invoicing functionality.

The invoices, in either paper or electronic format, as detailed in the Client-Supplier Agreement shall be itemized and contain, at a minimum, the following information:

- Client's name (and specific location for larger Clients) and delivery address;
- Invoice date and number;
- Client's purchase order number;
- Department name;
- Client's cost centre number, general ledger number, as required;
- Description of MFD Resource (including model and serial number, and installation location), quantity and Rates invoiced;
- MFD Resource meter readings;
- Supplies (e.g. no additional cost staples) ordered and received (including quantity); and,
- Extended total and Harmonized Sales Tax ("HST").

Note – Clients' payment terms will not be in effect until Supplier provides an accurate invoice.

The Supplier accepts all major credit cards including American Express, MasterCard, Visa and PCard systems at no additional cost to the Client.

Each Client will specify their detailed invoicing requirements (i.e. ten-month billing versus twelve-month billing, monthly versus quarterly) when executing a Client-Supplier Agreement.

34.0 Electrical Requirements

All MFD Resources subject to standards approval for use/consumption in the Province of Ontario must conform to the standards approved by Canadian Standards Association, the Ontario Electrical Safety Code, and/or Underwriters Laboratory.

35.0 Electrical Connections

All MFD Resources connected to electrical service (110-120 volt) must be equipped with a three (3) wire U-ground power cord.

The Client shall arrange for the installation of the Supplier recommended power connection to the power source.

36.0 Workplace Hazardous Materials Information System

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") material safety data sheets ("MSDS") are at Client's location as required. Additionally, the Supplier should provide the Client's personnel WHMIS training, as it relates to the Resources and equipment, in accordance with the *Ontario Occupational Health and Safety Act.*

Additional copies of MSDS sheets should be provided by the Supplier to Clients, upon request.

37.0 ISO 14001 Certification

The Supplier (or its OEM) should be registered under ISO 14001 from a nationally accredited registrar under the ISO 14001 program for the manufacturing facility where the specific MFD Resource being proposed is manufactured.

38.0 Disaster Recovery and Business Continuity

The Supplier shall possess and provide to OECM and/or Clients upon request, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Resource availability critical to Clients.

39.0 Licenses, Right to Use and Approvals

The Supplier shall obtain all licenses, right to use and approvals required in connection with the supply of the Deliverables. The costs of obtaining such licenses, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

Where a Supplier is required by Applicable Laws to hold or obtain any such license, right to use and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite license, right to use or approval.

APPENDIX B – RATES AND RESOURCE SPECIFICATIONS

1.0 Maximum Rates

The Resource Rates, as set out in a separate file, are firm maximum Rates for the first four (4) years of the Agreement

The Supplier may, however, lower its Rates for specific Client Resources without affecting the Rates in the Agreement.

The Rates shall be the firm maximum Rates for the Term of the Agreement if a Rate refresh is not exercised as noted below.

The Supplier shall invoice Clients at the lowest Rate if a Resource is offered on multiple OECM Master Agreements then currently in place with Supplier.

In extenuating circumstances, OECM may consider a Rate adjustment substantially effecting the provision of Resources resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, or ordinances. Any such request from the Supplier must be accompanied by documentation deemed appropriate by OECM. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Resources in this Agreement. OECM will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

2.0 Resource Rate Methods

Clients, with the Supplier support, will determine the appropriate Resources and pricing method(s) based on their organizational needs.

- There are two (2) types of Rates applicable to the **MFD Resources**:
    - Operating rental cost plus cost per page ("CPP"); and,
    - Outright purchase plus CPP.
- The following three (3) types of Rates are applicable to **MPS Resources**:
    - CPP;
    - Maximum per diem Rates; and,
    - Software Rates.
- The following Rate is applicable to **Professional Services Resources**:
    - Maximum per diem Rates.

Clients are seeking value for money, ease of use, efficient pricing methods to streamline day-to-day operations including invoicing and Agreement management. During Client-Supplier Agreement execution, the Client and Supplier may mutually agree to a blended CPP Rate for invoicing purposes only.

3.0 Optional Rate Refresh

OECM's goal is to maintain Rates as low as possible for Clients. However, the Supplier may request a Rate refresh on the fourth (4^{th}) anniversary of the Agreement or on the eighth (8^{th}) year anniversary, if an extension is being exercised. For Clients, however, who have signed a sixty (60) month rental in the first or second year of the Agreement, the initial Rates shall stay in effect for the entire sixty (60) month period. If requesting a Rate refresh, the Supplier shall provide a written notice to OECM at least one-hundred-and-twenty (120) days prior to the fourth (4^{th}) anniversary of the Agreement or in the eighth (8^{th}) year if an extension is being exercised.

As part of any review OECM will consider Rate adjustments that reflect changes in operational adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by the Bank of Canada, or ordinances. Any such request from the Supplier must be supported by the original equipment manufacturer ("OEM") and accompanied by documentation deemed appropriate by OECM. OECM will not consider any fixed costs or overhead adjustments in its review.

A substantial exchange rate fluctuation between the Canadian dollar ("CAD") and the United States dollar ("USD") shall be based on the following:

- A baseline rate will be established by using the applicable six (6) month average USD-to-CAD exchange rate. For example, the six (6) month average for the period July – December 2017 was one-point-two-six-two-zero-three-three-three-three (1.26203333);
- Where the applicable six (6) month average USD-to-CAD exchange rate has a variance of a plus or a minus five percent (+/- 5%) or greater to the baseline rate, a downward or upward adjustment in Rates may be considered; and,
- The applicable six (6) month average USD-to-CAD exchange rate used shall be as published by the Bank of Canada.

Any such request from a Supplier to increase Rates due to substantial fluctuations in the USD-to-CAD exchange rate, at the times set out above, must be accompanied by sufficient supporting evidence, as determined by OECM that demonstrates that the fluctuation in the exchange rate had direct impact on the Rates of the Resource.

Volumes and Agreement management performance (i.e. Performance Management Scorecard results) will be considered by OECM when contemplating the approval or rejection of a Supplier's Rate refresh request.

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to the Resources ordered after the effective date of the new Rates. The effective date of the Rate change must allow Clients a minimum of thirty (30) day prior notice. If, however, a proposed Rate increase is not accepted by OECM the Agreement shall be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Resources at the lower agreed upon Rates.

If a Rate refresh request is not requested by the Supplier, the Rates from the previous period shall remain in effect.

Decreases to the maximum Rates shall be accepted at any time during the Term of the Agreement.

The Agreement will be amended accordingly.

4.0 No Minimum Volumes

The Supplier will not be permitted to charge a minimum volume and/or dollar amount value for orders (e.g. related to copy impressions and/or the number of MFD Resources acquired) whatsoever during the Term of the Agreement.

5.0 Ontario Electronic Stewardship Fees

The Supplier shall participate in the Ontario Waste Electrical and Electronic Equipment ("WEEE") Program Plan and control the electronic waste produced through either a Supplier self-managed or third party hardware return and recycling program.

The Client shall be responsible for paying the Supplier's WEEE Rate per MFD Resource installed at their location.

6.0 Early Termination Fees

In the event a Client terminates one (1) or more MFD Resource prior to end of the fleet term (i.e. thirty-six (36), forty-eight (48) or sixty (60) months), the Supplier shall be entitled to collect an early termination fee on rental MFD Resources as set out in this Appendix.

Early termination fees are not applicable to purchased MFD Resources.

7.0 Pricing Audit and Management

The Client, OECM, or OECM on behalf of a Client, may request Rate audits on Resources provided during the Term (including all Rates) of the Agreement. The Supplier shall provide supporting documents as deemed acceptable by the Client, OECM, or OECM on behalf of a Client within thirty (30) calendar days from the date of the request. The supporting documents for pricing audits may include but are not limited to quotations and final invoices, as applicable

APPENDIX C – GUARANTEED RESPONSE TIMES

Office MFDs

OECM Zone	School Boards, Colleges or Universities	Guaranteed OnSite Service Response Time		
		# of Service Technicians	# of Service Depots	Response time in Business Hours
Central	Brant Haldimand Norfolk Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Brock University	4	1	4
	Centennial College	2	1	4
	Conestoga College Institute of Technology and Advanced Learning	8	1	4
	CSD catholique Centre-Sud	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Conseil Scolaire Catholique MonAvenir	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	DSB of Niagara	4	1	4
	Dufferin-Peel Catholic DSB	2	1	4
	Durham Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Durham College of Applied Arts and Technology	7	1	4
	Durham DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Fleming College	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	George Brown College of Applied Arts & Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Georgian College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Grand Erie DSB	5	1	4
	Halton Catholic DSB	5	1	4
	Halton DSB	5	1	4
	Hamilton-Wentworth Catholic DSB	8	1	4
	Hamilton-Wentworth DSB	8	1	4
	Hastings and Prince Edward DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Humber College Institute of Technology & Advanced Learning	2	1	4
	Huron University College	8	1	4
	Kawartha Pine Ridge DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Loyalist College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	McMaster University	8	1	4
	Mohawk College of Applied Arts and Technology	8	1	4
	Niagara Catholic DSB	4	1	4
	Niagara College of Applied Arts and Technology	4	1	4
	OCAD University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Peel DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Peterborough Victoria Northumberland and Clarington Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Ryerson University	3	1	4

OECM Zone	School Boards, Colleges or Universities	Guaranteed OnSite Service Response Time		
		# of Service Technicians	# of Service Depots	Response time in Business Hours
Central	Seneca College of Applied Arts and Technology	2	1	4
	Sheridan Institute of Technology and Advanced Learning	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Simcoe County DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Simcoe Muskoka Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Toronto Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Toronto DSB	25	1	4
	Trent University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Trillium Lakelands DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	University of Guelph	8	1	4
	University of Ontario Institute of Technology	2	1	4
	University of Toronto	7	1	4
	University of Waterloo	8	1	4
	University of Western Ontario	8	1	4
	Upper Grand DSB	8	1	4
	Waterloo Catholic DSB	8	1	4
	Waterloo Region DSB	8	1	4
	Wellington Catholic DSB	8	1	4
	Wilfrid Laurier University	8	1	4
	York Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	York Region DSB	8	1	4
	York University	5	1	4
East	Algonquin and Lakeshore Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Canadore College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Carleton University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Catholic DSB of Eastern Ontario	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD catholique de l'Est Ontarien	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD catholique du Centre-Est de l'Ontario	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD des écoles publiques de l'Est de l'Ontario	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Dominican College Of Philosophy & Theology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	La Cité collégiale	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Limestone DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Ottawa Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Ottawa-Carleton DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Queen's University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Renfrew County Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4

OECM Zone	School Boards, Colleges or Universities	Guaranteed OnSite Service Response Time		
		# of Service Technicians	# of Service Depots	Response time in Business Hours
East	Renfrew County DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	St. Lawrence College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	The Algonquin College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	University of Ottawa	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Upper Canada DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
North East	Algoma DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Algoma University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Cambrian College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Collège Boréal	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD catholique des Grandes Rivières	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD catholique du Nouvel-Ontario	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD catholique Franco-Nord	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD du Grand Nord de l'Ontario	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD du Nord-Est de l'Ontario	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	DSB Ontario North East	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Huron-Superior Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Laurentian University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Near North DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Nipissing University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Sault College	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
North West	Confederation College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD catholique des Aurores Boréales	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Keewatin-Patricia DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Kenora Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Lakehead DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Lakehead University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Northern College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	8
	Northern Ontario School of Medicine	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Northwest Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	6

OECM Zone	School Boards, Colleges or Universities	Guaranteed OnSite Service Response Time		
		# of Service Technicians	# of Service Depots	Response time in Business Hours
North West	Rainy River DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	6
	Superior North Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Superior-Greenstone DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Thunder Bay Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
West	Avon Maitland DSB	2	1	4
	Bluewater DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Bruce-Grey Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD des écoles catholiques du Sud-Ouest	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Fanshawe College of Applied Arts and Technology	9	1	4
	Greater Essex County DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Huron-Perth Catholic DSB	2	1	4
	Lambton College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Lambton Kent DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	London District Catholic SB	9	1	4
	St. Clair Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	St. Clair College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Thames Valley DSB	9	1	4
	University of Windsor	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Windsor-Essex Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4

Production MFDs

OECM Zone	School Boards, Colleges or Universities	Guaranteed OnSite Service Response Time		
		# of Service Technicians	# of Service Depots	Response time in Business Hours
Central	Brant Haldimand Norfolk Catholic DSB	2	1	2
	Brock University	4	1	2
	Centennial College	Minimum 1 TST per geographic location with 2 back-up TSTs	1	2
	Conestoga College Institute of Technology and Advanced Learning	4	1	2
	Conseil Scolaire Catholique MonAvenir	Minimum 1 TST per geographic location with 2 back-up TSTs	1	2
	CSD du Centre Sud-Ouest	Minimum 1 TST per geographic location with 2 back-up TSTs	1	2
	DSB of Niagara	4	1	2
	Dufferin-Peel Catholic DSB	25	1	2
	Durham Catholic DSB	25	1	2
	Durham College of Applied Arts and Technology	25	1	2
	Durham DSB	25	1	2
	Fleming College	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	George Brown College of Applied Arts & Technology	25	1	2
	Georgian College of Applied Arts and Technology	2	1	4
	Grand Erie DSB	4	1	2
	Halton Catholic DSB	5	1	2
	Halton DSB	5	1	2
	Hamilton-Wentworth Catholic DSB	5	1	2
	Hamilton-Wentworth DSB	5	1	2
	Hastings and Prince Edward DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Humber College Institute of Technology & Advanced Learning	25	1	2
	Huron University College	5	1	2
	Kawartha Pine Ridge DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Loyalist College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	McMaster University	4	1	2
	Mohawk College of Applied Arts and Technology	4	1	2
	Niagara Catholic DSB	4	1	2
	Niagara College of Applied Arts and Technology	4	1	2
	OCAD University	25	1	2
	Peel DSB	25	1	2
	Peterborough Victoria Northumberland and Clarington Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Ryerson University	25	1	2
	Seneca College of Applied Arts and Technology	25	1	2
	Sheridan Institute of Technology and Advanced Learning	25	1	2
	Simcoe County DSB	2	1	4

OECM Zone	School Boards, Colleges or Universities	Guaranteed OnSite Service Response Time		
		# of Service Technicians	# of Service Depots	Response time in Business Hours
Central	Simcoe Muskoka Catholic DSB	2	1	4
	Toronto Catholic DSB	25	1	2
	Toronto DSB	25	1	2
	Trent University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Trillium Lakelands DSB	2	1	4
	University of Guelph	4	1	2
	University of Ontario Institute of Technology	25	1	2
	University of Toronto	25	1	2
	University of Waterloo	4	1	2
	University of Western Ontario	5	1	2
	Upper Grand DSB	4	1	2
	Waterloo Catholic DSB	4	1	2
	Waterloo Region DSB	4	1	2
	Wellington Catholic DSB	4	1	2
	Wilfrid Laurier University	4	1	2
	York Catholic DSB	25	1	2
	York Region DSB	25	1	2
	York University	25	1	2
East	Algonquin and Lakeshore Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Canadore College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Carleton University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Catholic DSB of Eastern Ontario	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD catholique de l'Est Ontarien	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD catholique du Centre-Est de l'Ontario	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD des écoles publiques de l'Est de l'Ontario	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Dominican College Of Philosophy & Theology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	La Cité collégiale	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Limestone DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Ottawa Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Ottawa-Carleton DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Queen's University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Renfrew County Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Renfrew County DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	St. Lawrence College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4

OECM Zone	School Boards, Colleges or Universities	Guaranteed OnSite Service Response Time		
		# of Service Technicians	# of Service Depots	Response time in Business Hours
East	The Algonquin College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	University of Ottawa	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Upper Canada DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
North East	Algoma DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Algoma University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Cambrian College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Collège Boréal	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD catholique des Grandes Rivières	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD catholique du Nouvel-Ontario	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD catholique Franco-Nord	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD du Grand Nord de l'Ontario	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD du Nord-Est de l'Ontario	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	DSB Ontario North East	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Huron-Superior Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Laurentian University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Near North DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Nipissing University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Sault College	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
North West	Confederation College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD catholique des Aurores Boréales	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Keewatin-Patricia DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Kenora Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Lakehead DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Lakehead University	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Northern College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Northern Ontario School of Medicine	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Northwest Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Rainy River DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4

OECM Zone	School Boards, Colleges or Universities	Guaranteed OnSite Service Response Time		
		# of Service Technicians	# of Service Depots	Response time in Business Hours
North West	Superior North Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Superior-Greenstone DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Thunder Bay Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
West	Avon Maitland DSB	5	1	4
	Bluewater DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Bruce-Grey Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	CSD des écoles catholiques du Sud-Ouest	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Fanshawe College of Applied Arts and Technology	5	1	2
	Greater Essex County DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Huron-Perth Catholic DSB	5	1	4
	Lambton College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Lambton Kent DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	London District Catholic SB	5	1	2
	St. Clair Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	St. Clair College of Applied Arts and Technology	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Thames Valley DSB	5	1	2
	University of Windsor	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4
	Windsor-Essex Catholic DSB	Minimum 1 TST per geographic location with 2 back-up TSTs	1	4

APPENDIX D – PERFORMANCE MANAGEMENT SCORECARD

To ensure Agreement requirements are met, the Supplier's performance will be measured and tracked by OECM to ensure:

- On time delivery of high quality Resources at the Agreement Rates or lower;
- The exceptionally high Client satisfaction levels are maintained;
- On-time Agreement activity reporting to OECM;
- On-time cost recovery fee remittance; and,
- Continuous improvement.

During the Term of the Agreement, the Supplier shall collect and report the agreed upon performance measures as requested by OECM. The Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term of the Agreement, ensuring Clients receive Resources deemed acceptable and delivered on time as determined by the Client, OECM or OECM on behalf of the Client. The Supplier's performance score will be considered when OECM contemplates Agreement decisions such as:

- The approval or rejection, in whole or in part, of the Supplier's Rate refresh requests;
- The approval or rejection of the Supplier's request to add other related Resources to the Agreement;
- Agreement extensions; and,
- Agreement termination.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements.

The key performance indicators include but are not limited to the following:

Client-Specific Performance Measures		
Key Performance Indicator	**Performance Measurement**	**Performance Goal**
Service resolution	Next Business Day onsite service	98% of total service requests
Mean-time-to-repair ("MTTR")	Within 3 Business Days	98% of the time measured – calendar monthly
Service calls	Percentage of service calls/MFD Resources delivered per month	98% resolution rate
MFD Resource setup time	Within 3 Business Days	98% of the time
Standard warranty/maintenance repair	Within 3 Business Days	98% of the time
Liquidated damages – MFD Resource uptime	MFD Resource average monthly uptime	98% of the time
Client ratings of service – Client satisfaction	Semi-annual survey	98% satisfaction level
Number of Client complaints – issues	Semi-annual	Number of Client complaints are less than 2% of total Client requests
Meeting Supplier's growth plan	Quarterly	Report, and review quarterly

OECM-Specific Performance Measures		
Key Performance Indicator	**Performance Measurement**	**Performance Goal**
On time Sales Report Submissions	On time	98% of the time
On time Client-Supplier Agreement Status reports Submissions	On time	98% of the time
Executed Client-Supplier Agreements receiving within 30 days of execution	On time	98% of the time
On time payment remittance	Day of	98% of the time
Response time to OECM inquiries	24 hours	98% of the time

During the quarterly business review, OECM will review the key performance indicators with the Supplier.

Other key performance indicators, as mutually agreed upon between the Supplier and OECM, may be added during the Term of the Agreement.

Client may, when executing a Client-Supplier Agreement, seek other key performance indicators.

APPENDIX E – REPORTING REQUIREMENTS

Once Client-Supplier Agreements have been executed, the Supplier must provide the following reports to OECM for the Term of the Master Agreement. Reports shall be submitted electronically according to the dates set out below.

The detailed reporting requirements are set out in a separate file.

Supplier Reporting Requirements			
Report	**Report Content**	**Frequency**	**Due Date**
Client Reports	As requested (e.g. sales, back order, delivery)	As requested	As requested
Client-Supplier Agreement Status	The number of executed Client-Supplier Agreements, and those that are pending execution	Monthly	By the 8th Business Day
Other OECM Ad Hoc Reports	As requested and mutually agreed upon	As requested	As requested
Performance Management Scorecard	As set out in Appendix D	Quarterly	By the 8th Business Day following each calendar quarter
Quick Quotes	The number of Quick Quotes received and submitted	Monthly	By the 8th Business Day
Sales Reports	Total volume of Resources sales, by Client	Monthly	By the 8th Business Day

OECM **RFP Tentative**

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
1	1	**Project Implementation Plan**	**85 days**	**Mon 1/1/18**	**Fri 4/27/18**	
2	*1.1*	***Award Business/Contract Sign-off***	***0 days***	***Mon 1/1/18***	***Mon 1/1/18***	
3	1.2	**Proposed Assessment Initative (timing and activities to be defined post contract)**	**0 days**	**Mon 1/1/18**	**Mon 1/1/18**	
4	1.2.1	Assess Fleet (Timing TBD)	0 days	Mon 1/1/18	Mon 1/1/18	2
5	1.2.2	Client Review	0 days	Mon 1/1/18	Mon 1/1/18	4
6	1.2.3	***Acceptance of Fleet Proposal***	0 days	Mon 1/1/18	Mon 1/1/18	5
7	1.3	**Project Initiation**	**2 days**	**Mon 1/1/18**	**Tue 1/2/18**	
8	1.3.1	Assign Project Team and Project Resources	1 day	Mon 1/1/18	Mon 1/1/18	6
9	1.3.2	Initiate Kick-off meeting	1 day	Mon 1/1/18	Mon 1/1/18	6
10	1.3.3	Document Project Scope and Parameters	1 day	Tue 1/2/18	Tue 1/2/18	9
11	1.4	**Project Planning**	**18 days**	**Wed 1/3/18**	**Fri 1/26/18**	
12	1.4.1	Develop Project Management Plan	1 day	Wed 1/3/18	Wed 1/3/18	10
13	1.4.2	Review Project Management Plan	1 day	Thu 1/4/18	Thu 1/4/18	12
14	*1.4.3*	***Project Management Plan sign-off***	***0 days***	***Thu 1/4/18***	***Thu 1/4/18***	***13***
15	1.4.4	**Site Logistics and Planning**	**2 days**	**Fri 1/5/18**	**Mon 1/8/18**	
16	1.4.4.1	Prepare site contact list	1 day	Fri 1/5/18	Fri 1/5/18	14
17	1.4.4.2	Coordinate RICOH and Client IT resources for each site / location	1 day	Mon 1/8/18	Mon 1/8/18	16
18	1.4.4.3	Identify site specific requirements	1 day	Mon 1/8/18	Mon 1/8/18	16
19	1.4.5	**Software Configuration **Optional Items Excluded and added based on contract****	**2 days**	**Fri 1/5/18**	**Mon 1/8/18**	
20	1.4.5.1	@remote Installation	2 days	Fri 1/5/18	Mon 1/8/18	14
21	1.4.6	**Equipment Deployment Planning**	**4 days**	**Tue 1/9/18**	**Fri 1/12/18**	
22	1.4.6.1	Develop device Pre-Configuration Checklist	1 day	Tue 1/9/18	Tue 1/9/18	15
23	1.4.6.2	Develop onsite install procedure	1 day	Tue 1/9/18	Tue 1/9/18	15
24	*1.4.6.3*	***Pre-Configuration and onsite install procedure sign-off***	***0 days***	***Tue 1/9/18***	***Tue 1/9/18***	***23***
25	1.4.6.4	Develop deployment schedule	1 day	Wed 1/10/18	Wed 1/10/18	24
26	1.4.6.5	Review deployment schedule	1 day	Thu 1/11/18	Thu 1/11/18	25
27	*1.4.6.6*	***Deployment schedule sign-off***	***0 days***	***Thu 1/11/18***	***Thu 1/11/18***	***26***
28	1.4.6.7	Order equipment (all locations)	1 day	Fri 1/12/18	Fri 1/12/18	27
29	1.4.7	**Product Testing and Certification**	**4 days**	**Wed 1/10/18**	**Mon 1/15/18**	
30	1.4.7.1	Test Equipment Ordered	1 day	Wed 1/10/18	Wed 1/10/18	24
31	1.4.7.2	Test Equipment Delivered	1 day	Thu 1/11/18	Thu 1/11/18	30
32	1.4.7.3	Test Equipment Installed	1 day	Thu 1/11/18	Thu 1/11/18	30
33	1.4.7.4	IT testing staff trained	1 day	Fri 1/12/18	Fri 1/12/18	31
34	1.4.7.5	Certify products for network	1 day	Mon 1/15/18	Mon 1/15/18	33
35	*1.4.7.6*	***Product Testing and Certification sign-off***	***0 days***	***Mon 1/15/18***	***Mon 1/15/18***	***34***
36	1.4.8	**End User Training Planning**	**10 days**	**Mon 1/15/18**	**Fri 1/26/18**	
37	1.4.8.1	Document Training requirements	1 day	Mon 1/15/18	Mon 1/15/18	21

Project: OECM

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

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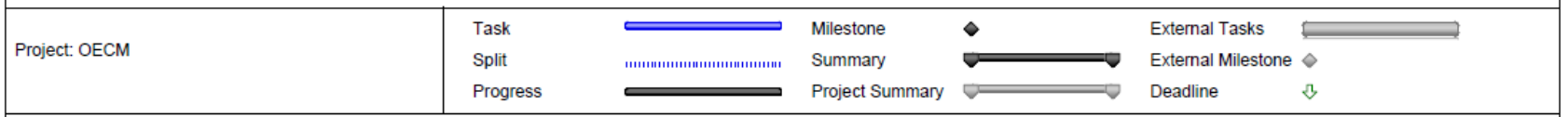
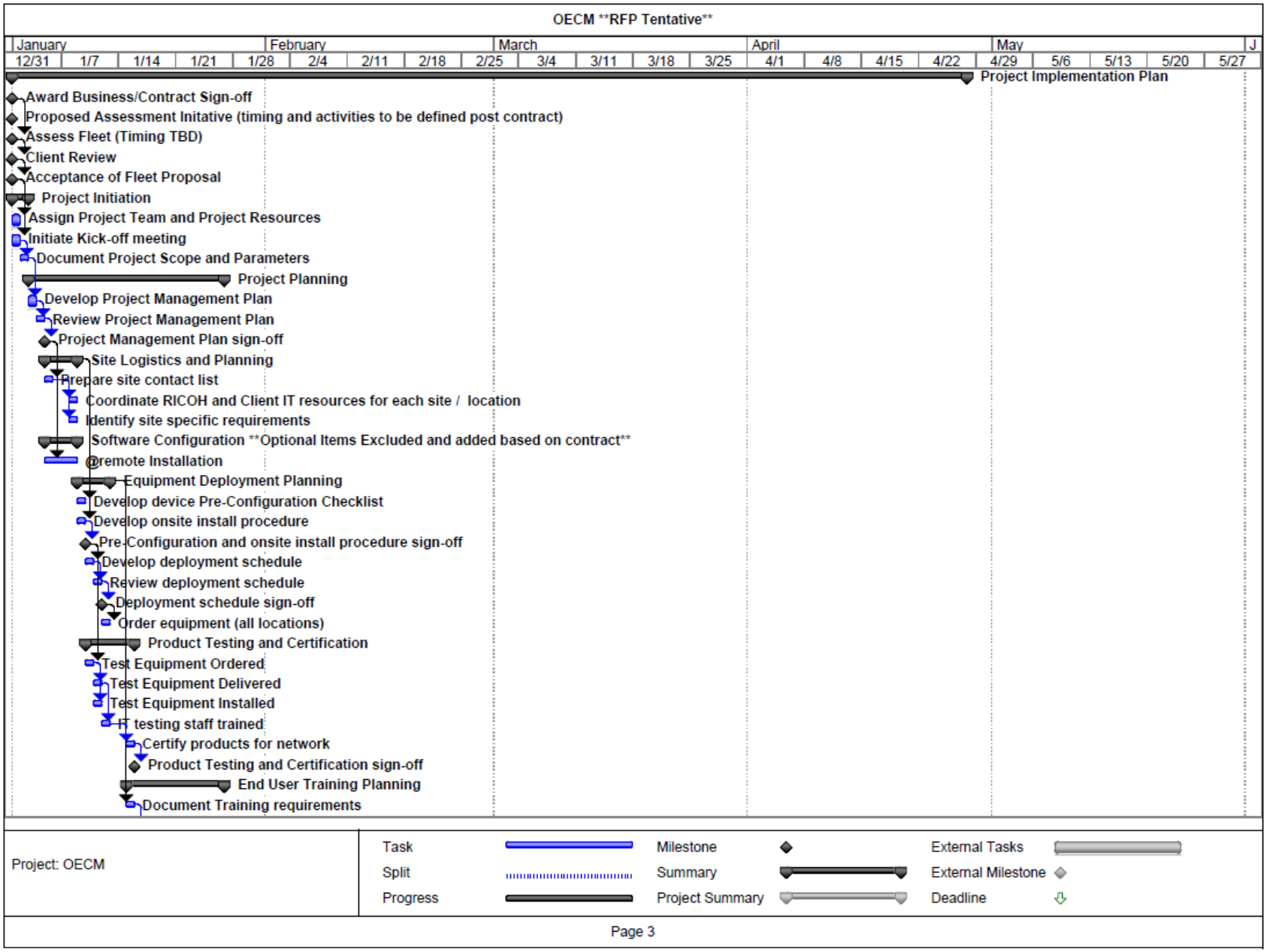
OECM **RFP Tentative**

ID	WBS	Task Name	Duration	Start	Finish	Predecessors
38	1.4.8.2	Develop Training materials	4 days	Tue 1/16/18	Fri 1/19/18	37
39	1.4.8.3	Review Training requirements and materials	5 days	Mon 1/22/18	Fri 1/26/18	38
40	***1.4.8.4***	***Training requirements and materials sign-off***	***0 days***	***Fri 1/26/18***	***Fri 1/26/18***	***39***
41	**1.5**	**Project Execution - Deployment**	**65 days**	**Mon 1/29/18**	**Fri 4/27/18**	
42	**1.5.1**	**Central Zone Schools (386 Units)**	**52 days**	**Mon 1/29/18**	**Tue 4/10/18**	
43	1.5.1.1	Deliver Equipment	50 days	Mon 1/29/18	Fri 4/6/18	40
44	1.5.1.2	Install Equipment (including network connection)	50 days	Wed 1/31/18	Tue 4/10/18	40FS+2 days
45	1.5.1.3	Train Key Users as per agreement (Rolling basis)	0 days	Tue 4/10/18	Tue 4/10/18	44
46	**1.5.2**	**North West Zone (64 Units)**	**13 days**	**Wed 4/11/18**	**Fri 4/27/18**	
47	1.5.2.1	Deliver Equipment	11 days	Wed 4/11/18	Wed 4/25/18	45
48	1.5.2.2	Install Equipment (including network connection)	11 days	Fri 4/13/18	Fri 4/27/18	45FS+2 days
49	1.5.2.3	Train Key Users as per agreement (Rolling basis)	0 days	Fri 4/27/18	Fri 4/27/18	48
50	**1.6**	**Project Closure**	**4 days**	**Wed 4/11/18**	**Mon 4/16/18**	
51	1.6.1	Final Project Review	1 day	Wed 4/11/18	Wed 4/11/18	45
52	1.6.2	Document Lessons Learned	1 day	Thu 4/12/18	Thu 4/12/18	51
53	***1.6.3***	***Project sign-off***	***0 days***	***Mon 4/16/18***	***Mon 4/16/18***	***52FS+2 days***

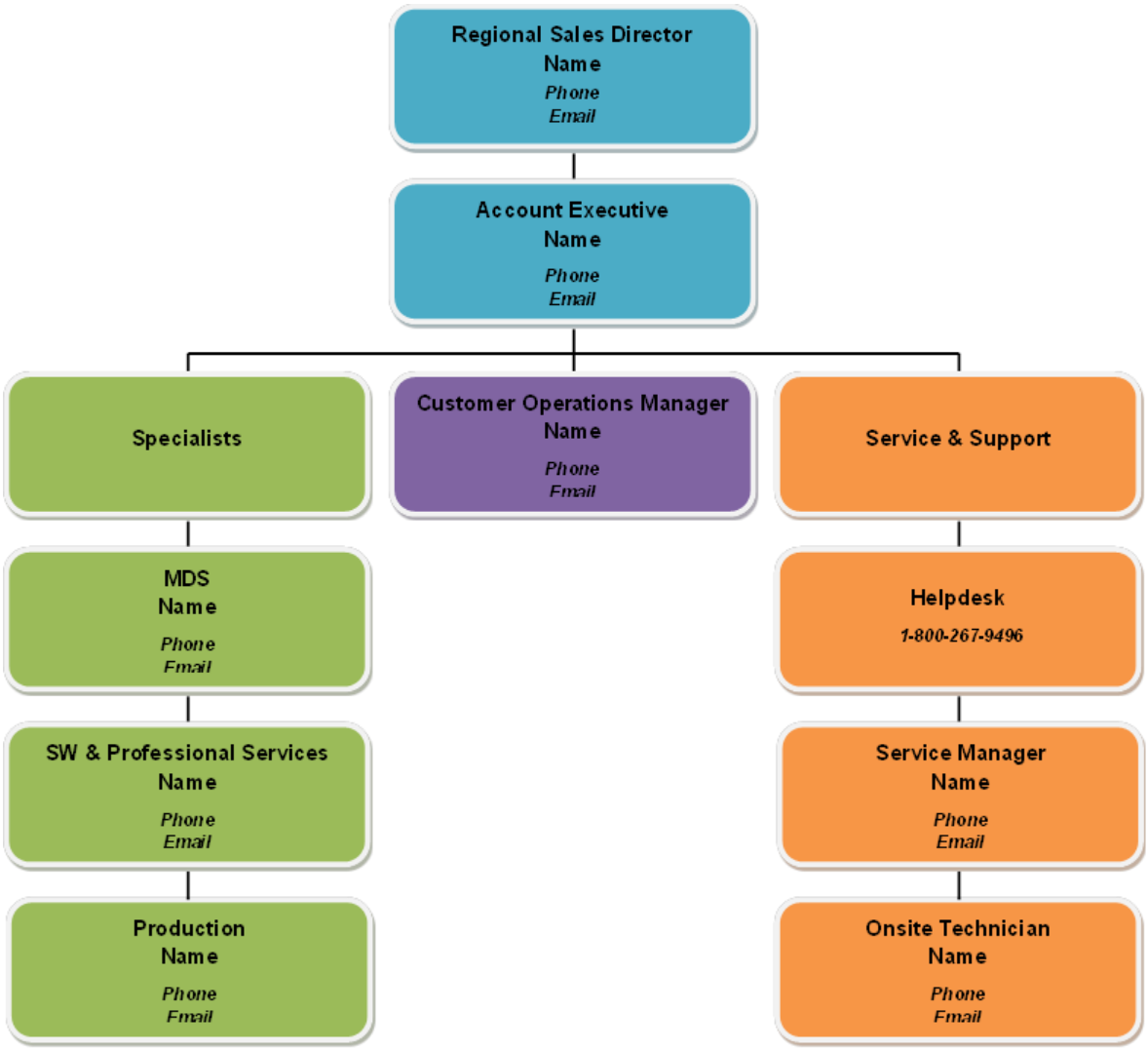



OECM **RFP Tentative**
January
February
March
April
May
12/31
1/7
1/14
1/21
1/28
2/4
2/11
2/18
2/25
3/4
3/11
3/18
3/25
4/1
4/8
4/15
4/22
4/29
5/6
5/13
5/20
5/27
Project Implementation Plan
Award Business/Contract Sign-off
Proposed Assessment Initative (timing and activities to be defined post contract)
Assess Fleet (Timing TBD)
Client Review
Acceptance of Fleet Proposal
Project Initiation
Assign Project Team and Project Resources
Initiate Kick-off meeting
Document Project Scope and Parameters
Project Planning
Develop Project Management Plan
Review Project Management Plan
Project Management Plan sign-off
Site Logistics and Planning
Prepare site contact list
Coordinate RICOH and Client IT resources for each site / location
Identify site specific requirements
Software Configuration **Optional Items Excluded and added based on contract**
@remote Installation
Equipment Deployment Planning
Develop device Pre-Configuration Checklist
Develop onsite install procedure
Pre-Configuration and onsite install procedure sign-off
Develop deployment schedule
Review deployment schedule
Deployment schedule sign-off
Order equipment (all locations)
Product Testing and Certification
Test Equipment Ordered
Test Equipment Delivered
Test Equipment Installed
IT testing staff trained
Certify products for network
Product Testing and Certification sign-off
End User Training Planning
Document Training requirements
Project: OECM
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline
Page 3

OECM **RFP Tentative**
January
12/31
1/7
1/14
1/21
1/28
February
2/4
2/11
2/18
2/25
March
3/4
3/11
3/18
3/25
April
4/1
4/8
4/15
4/22
4/29
May
5/6
5/13
5/20
5/27
Develop Training materials
Review Training requirements and materials
Training requirements and materials sign-off
Project Execution - Deployment
Central Zone Schools (386 Units)
Deliver Equipment
Install Equipment (including network connection)
Train Key Users as per agreement (Rolling basis)
North West Zone (64 Units)
Deliver Equipment
Install Equipment (including network conn
Train Key Users as per agreement (Rollin
Project Closure
Final Project Review
Document Lessons Learned
Project sign-off
Project: OECM
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline
Page 4

APPENDIX G – SAMPLE ESCALATION PROCESS

Account Team and Customer Contacts



APPENDIX H – AUTHORIZED DEALERS

Document Direction Ltd.

Yonge Corporate Centre
600 - 4100 Yonge Street
North York, ON M2P 2B5
Phone: 416.218.4360
Fax: 416.218.4381

Advance Business Systems

3290 Jefferson Blvd.
Windsor, ON N8W 2W8
Phone: 519.945.7900
Fax: 519.945.4334
www.advancebusiness.net

Advanced Business Imaging Inc.

2355 St. Laurent Blvd.
Ottawa, ON K1G 4L2
Phone: 613.738.1003
Fax: 613.738.7206
www.advancedbusinessimaging.com

Superior Business Solutions Ltd

531 Second Line East
Sault Ste Marie, ON P6B 4k2
Phone: 705.575.7595
Fax: 705.942.7818

Baysar Office Equipment

842 Upper Canada Drive
Sarnia, ON N7W 1A4
Phone: 519.383.1272
Fax: 519.383.1215

Dotco Inc.

1-3535 Laird Road
Mississauga, ON L5L 5Y7
Phone: 905.607.0077
Fax: 905.607.1995

Future Office Products

34 Eighth Street West
Cornwall, ON K6J 2Z2
Phone: 613.933.2207
Fax: 613.993.4362

Gillespie Digital Office Solutions

Springmount Business Park
121 Jason Street, Unit 2 RR5
Owen Sound, ON N4K 5N7
Phone: 519.376.5760
Fax: 519.376.4993
info@gillespiedigital.com

JBM Office Systems Ltd.

19 Hiscott Street
St. Catharines, ON L2R 1C7
Phone: 1.866.641.4442
Fax: 905.641.0305
www.jbm.ca

Loyalist Management Systems Inc.

393 Sidney St. Unit 7
Belleville, ON K8P 3Z9
Phone: 613.962.1636
Fax: 613.969.8476
Toll Free: 1.888.320.7697

MDM Office Products Inc.

2 -160 Frobisher Drive
Waterloo, ON N2V 2B1
Phone: 519.725.7755
Fax: 519.725.9357
www.mdmoffice.ca

Northern Business Solutions

598 Falconbridge Road, Unit 4
Sudbury, ON P3A 5K6
Phone: 705.674.8510
Fax: 705.674.5191
www.northernbusinesssolution.com

Upper Canada Office Systems

40 Grant Timmins Drive
Kingston, ON K7M 8N2
Phone: 613.547.8070
www.uppercanadaos.com

Wilson Business Solutions

1238 Amber Drive
Thunder Bay, ON P7B 6M5
Phone: 807.344.4343

Rival Office Solutions Inc.

206 Saunders Rd, Unit 2
Barrie, ON L4N 9A2
Phone: 877.662.8224
Fax: 705.722.9389
www.rivaloffice.com

Northern Business Solutions

1180 Cassells Blvd
North Bay, ON P1B 4B8
Phone: 705.497.1702
Fax: 705.497.0528
www.northernbusinesssolution.com

Wilson Business Equipment

32 King Street
Dryden, ON P8N 2Z6
Phone: 807.223.3316
Fax: 807.223.8664
www.wilson.ca

Wyatt Image Solutions

133 Third Ave, P.O. Box 1064
Timmins, ON P4N 7J2
Phone: 705.264.4331 Phone: 705.264.4331
Fax: 705.360.1663

SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

THIS CLIENT-SUPPLIER AGREEMENT, made in duplicate, for **Multi-Function Devices and Related Services** as outlined in **Request for Proposals #2017-289** is effective as of the **[Insert Client-Supplier Agreement effective date]**

BETWEEN:

[Insert full legal name and address of Client, College, University, School Boards or BPS entity]
(the "Client")

- and -

Ricoh Canada Inc.
(the "Supplier")

WHEREAS the Supplier entered into a Master Agreement with OECM referred to as OECM-2018-289-04 for the provision of Resources;

AND WHEREAS the Client has decided to become a Client as defined under the Master Agreement by entering into this Client-Supplier Agreement (the "CSA");

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the Master Agreement, the parties covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

Unless otherwise specified in the CSA, capitalized words and phrases shall have the meaning set out in the Master Agreement. When used in the CSA, the following words and phrases have the following meanings:

"**Rates**" means the applicable price for the Resources, as defined in the Master Agreement;

"Term" means the period of time from the effective date first above written up to and including the later of:

(a) April 30, 2026, or,

(b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

ARTICLE 2 - THE MASTER AGREEMENT

2.1 This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OECM-2018-289-04.

2.2 All terms and conditions of the Master Agreement apply with the appropriate modifications to this CSA. In the event of a conflict or inconsistency between this CSA and the Master Agreement, the latter shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client are less than the Rates set out in the Master Agreement.

ARTICLE 3 – REPRESENTATIVES FOR CLIENT-SUPPLIER AGREEMENT

3.1 The Supplier's representative for purposes of this CSA shall be:

[Insert Supplier's contact name, phone/facsimile numbers and email address]

3.2 The Client representative for purposes of this CSA shall be:

[Insert Client's contact name, phone/facsimile numbers and email address]

3.3 The OECM representative for purposes of this CSA shall be:

John Moustakas, Tel: 416-996-1829, email: john.moustakas@oecm.ca

ARTICLE 4 - TERM OF CSA

4.1 This CSA is effective as of the Effective Date, and will, unless terminated earlier in accordance with the provisions of the Master Agreement or this CSA, terminate on the same day that the Master Agreement terminates (the "**Term**"). If the Term of the Master Agreement is extended, then the Term of this CSA shall automatically be extended for the same period and upon the same terms and conditions as the Master Agreement is extended.

ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS

5.1 The Supplier agrees to provide the Resources to the Client as described in the Master Agreement and as more particularly specified in Appendix A – Resources and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement.

5.2 The Supplier shall adhere to the time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.

5.3 The Client hereby consents to the use by the Supplier of the Supplier's Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.

5.4 The Client may request changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Resources set out in the Master Agreement. Any changes requested must be authorized in writing by the Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

ARTICLE 6 - RATES AND PAYMENT

6.1 The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement. For convenience, the applicable Rates are set out **[in Appendix B - Rates of this CSA]** and or **[the Master Agreement Schedule 1]**.

6.2 The Client will pay the Supplier by way of **[Insert method of payment, e.g. Purchasing Cards, cheque, electronic funds transfer, etc.]**. The CSA payment terms are net thirty (30) days.

6.3 The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in Appendix B - Rates to this CSA or in Article 6.1 above.

ARTICLE 7 – INSURANCE

7.1 The Supplier shall furnish a Certificate of Insurance to the Client in accordance with the insurance requirements set out in Article 7 of the Master Agreement prior to commencing performance under the CSA.

7.2 The Supplier shall ensure that the Client is named as an additional insured party under the Supplier's insurance policy put in effect and maintained pursuant to Article 7.03 of the Master Agreement.

ARTICLE 8 - NOTICES

8.1 Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Client address to the attention of the Client Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.

8.2 Notices shall be deemed to have been given:

(a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,

(b) in the case of personal delivery or facsimile, email, one (1) Business Day after such notice is sent in accordance with this paragraph.

8.3 In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this Article.

ARTICLE 9 –TERMINATION

9.1 Termination by Either Party

Either party may terminate this CSA upon prior written notice of one-hundred and twenty (120) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

9.2 Termination by Client

If the Client terminates the CSA prior to the Resources rental term (i.e. thirty-six (36), forty-eight (48) or sixty (60) months), the Supplier shall be entitled to collect an early termination fee on rental Resources as set out in Appendix B. However, the Client shall be entitled to terminate the CSA, without liability, cost or penalty in the following circumstances:

(a) on written notice to the Supplier, if any Proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property;

(b) on written notice to the Supplier, if the Supplier makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;

(c) on written notice to the Supplier, following the occurrence of any material change in the Client's requirements which results from regulatory or funding changes or recommendations issued by any government or public regulatory body;

(d) at any time, without cause, by giving the Supplier at least sixty (60) days written notice; or,

(e) in accordance with any provision of the Master Agreement or the CSA which provides for termination.

9.3 Supplier's Obligations on Termination

The Supplier shall, in addition to its other obligations under the Contract and at law:

(a) provide the Client with a report detailing (i) the current state of the provision of Resources by the Supplier at the date of termination; and (ii) any other information requested by the Client pertaining to the provision of the Resources and performance of the CSA;

(b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and,

(c) comply with any instructions provided by the Client, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

9.4 Supplier's Payment Upon Termination

A Client shall only be responsible for the payment of non-rental Resources supplied on or before the effective date of any termination of the CSA and early termination fees on rental Resources that have not reached their terms, as stated in Article 9.2. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.5 Termination in Addition to Other Rights

The express rights of termination in the CSA are in addition to and shall in no way limit any rights or remedies of the Client or the Supplier under the CSA, at law or in equity.

9.6 Survival upon Termination

In the event that OECM terminates the Master Agreement with the Supplier prior to the expiry of this CSA but does not terminate this CSA at the same time, the terms of the Master Agreement shall survive and continue to apply to this CSA.

ARTICLE 10 – PUBLICITY

10.1 Any publicity or publications related to this CSA or the Resources shall be at the sole discretion of the Client. The Client may, in its sole discretion, acknowledge the Resources of the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Client without the prior written consent of the Client.

ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, SUPPLIER AND THIRD-PARTIES

11.1 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this CSA and that it is not a party to any agreement with another Person which would in any way interfere with the rights of the Client under this Contract.

11.2 Representatives May Bind the Parties

The parties represent that their respective signatories have the authority to legally bind them.

11.3 Independent Contractor

This CSA is for a particular and non-exclusive service. The Supplier shall have no power or authority to bind the Client or to assume or create any obligation or responsibility, express or implied, on the Client's behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client and the Supplier. For the purposes of this paragraph, the Supplier includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or the Supplier's Subcontractors.

11.4 Subcontracting or Assignment

The Supplier may subcontract or assign this Agreement in whole or any part to any corporation or other business entity that is controlled by or is under common control of the Supplier. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity. If this Agreement is subcontracted or assigned to such a corporation or business entity, the Supplier shall remain jointly and severally liable with such corporation or business entity for all obligations hereunder.

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Without limiting the generality of the conditions which the Client may require prior to consenting to the Supplier's use of a Supplier's Subcontractor, every contract entered into by the Supplier with a Supplier's Subcontractor shall adopt all of the terms and conditions of the Master Agreement and the CSA as far as applicable to those parts of the Resources provided by the Supplier's Subcontractor. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Client.

ARTICLE 12 – GENERAL

12.1 Severability

If any term or condition of the CSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the CSA, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

12.2 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services unless such shortages or delays are themselves caused by force majeure events. If a party seeks to excuse itself from its obligations under this CSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

12.3 Changes By Written Amendment Only

Any changes to the CSA shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

12.4 Section 217 Education Act et. al.

The Supplier represents and warrants that it has not employed, and that it will not during the Term employ, any teacher, supervisory officer or other employee of an Ontario district school board or of the Ontario Ministry of Education to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario district school board, provincial school or teachers' college, or to any pupil enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such teacher, supervisory officer or employee for such purpose.

The Supplier further represents and warrants that it has not employed, and that it will not during the Term employ, any member of faculty or other employee of an Ontario college or university to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario college or university, or to any student enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such member of faculty or employee for such purpose where such employment or compensation would place the member of faculty or employee in a Conflict of Interest with the college or university by which he or she is employed.

12.5 Criminal Records Check

The Supplier covenants and agrees that it will not engage any employee or other person to perform services for the Supplier who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such employee or other person has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of the Client. For the purposes of this CSA, the Client shall determine in its sole and unfettered discretion whether an employee of the Supplier or such other person may come into direct contact with students on a regular basis or have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act,* and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP") ("Criminal Background Check"), together with an Offence Declaration in a Client approved form for every employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the Client from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an employee or other person to perform services in contravention of this paragraph 12.5; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this CSA. In addition to and notwithstanding anything else herein contained, if the Supplier engages an employee or other person to perform services in contravention of this paragraph 12.5, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the Supplier or other person who performs services for the Supplier who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the Client will have the right to immediately terminate this CSA without prejudice to any other rights which it may have in this CSA, at law or in equity.

The Client shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Client may attend to such reviews at least twice per year during the Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Client in the circumstances and in its sole and unfettered discretion, then the Client will have the right to request that the Supplier prohibit the employee of the Supplier or other person who performs services for the Supplier from providing services to the Client hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Client may have in this CSA, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite employees or contractors supporting this CSA.

The Supplier will provide thirty (30) days written notice to OECM and the Client should the third party provider be changed to another provider.

12.6 Purchasing Policies and Guidelines

The Supplier agrees to comply with the Client's purchasing or administrative policies and guidelines which apply to the provision of Resources under this CSA. Copies of the applicable policies and guidelines are attached as Appendix C to this CSA.

12.7 Harassment and Assault

Without limiting the generality of the foregoing, the Supplier is required to comply with the Client's policies with respect to sexual harassment, workplace harassment, workplace violence, prohibited discrimination and harassment, and health and safety. The Supplier must cooperate with the Client in any investigation undertaken by the Client pursuant to such policies.

IN WITNESS WHEREOF the parties hereto have executed this Client-Supplier Agreement as of the date first above written.

[CLIENT'S NAME]

Authorized Signature

Name

Title

Contact Email

Contact Phone

Date

I have authority to bind the Client. By signing this Client-Supplier Agreement, I also consent to receive email communications from OECM, which may include announcements related to changes in products, services and pricing on this and other Agreements.

RICOH CANADA INC.

Authorized Signature

Name

Title

Contact Email

Contact Phone

Date

I have authority to bind the Supplier

APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

The Supplier and Client, when executing a CSA, may mutually agree to additional terms and conditions (e.g. Client's business hours, locations, insurance coverage/requirements, related Intellectual Property, reporting, authorized dealers, liquidated damages, insurance, invoice formatting, security clearance checks, etc.). Additionally, Clients will work with the Supplier to finalize the list of specific Resources and Rates based on the Clients requirements.

APPENDIX B – RATES

[Insert applicable Rates or refer to Appendix B of the Master Agreement]

APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

[Clients may wish to insert their purchasing policies and guidelines under the Client-Supplier Agreement. For example, the Client's Accessibility for Ontarians with Disabilities policy, environmental policy, diversity policies/practices, etc.].

APPENDIX D – GUARANTEED RESPONSE TIMES

The guaranteed response times are included as a separate document.

APPENDIX E – SUPPLIER'S ESCALATION PROCESS

The Supplier's escalation process is included as a separate document.

[End of Client-Supplier Agreement]

TO:	**CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON MAY 14, 2019**
FROM:	**CATHY SAUNDERS CITY CLERK**
SUBJECT	**ANNUAL MEETING CALENDAR**

RECOMMENDATION

That, on the recommendation of the City Clerk, the following actions be taken with respect to the annual meeting calendar:

a) the attached (Appendix "A") annual meeting calendar for the period January 1, 2020 to December 31, 2020 BE APPROVED; it being understood that adjustments to the calendar may be required from time to time in order to accommodate special/additional meetings or changes to governing legislation; and,

b) subject to the approval of a) above, the City Clerk BE DIRECTED to bring forward to a future Public Participation Meeting before the Corporate Services Committee required amendments to the Council Procedure By-law to implement the proposed changes to current meetings times of standing committees as noted in the annual meeting calendar.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

May 28, 2018 – Governance Working Group
September 11, 2018 – Corporate Services Committee
April 2, 2019 – Corporate Services Committee

BACKGROUND

Municipal Council resolved the following at its meeting of April 9, 2019:

> "That the annual meeting calendar for the period January 1, 2020 to December 31, 2020 BE REFERRED back to the City Clerk for further review and refinement to address the timeliness of the reporting out of Strategic Priorities and Policy Committee Reports to Municipal Council."

In response to the above-noted direction, the Civic Administration has prepared the attached (Appendix "A") revised draft annual meeting calendar for consideration.

In order to provide for Strategic Priorities and Policy Committee meetings to be held as part of the standing committee cycle, the following changes are recommended:

- Corporate Services Committee meetings be moved from Tuesdays at 12:30 PM to Mondays at 12:00 PM.
- Civic Works Committee meetings continue to be held on Tuesdays but with a changed start time from 4:00 PM to 12:00 PM.
- Community and Protective Services Committee will continue to be held on Tuesdays at 4:00 PM.
- Planning and Environment Committee meetings will continue to be held on Mondays at 4:00 PM.

In developing the draft calendar for January 1, 2020 to December 31, 2020, consideration was given to the annual budget process; scheduling of the Federation of Canadian Municipalities' (FCM) Annual General Meeting; scheduling of the Association of Municipalities of Ontario's (AMO) Annual General Meeting and scheduling of the Ontario Good Roads Association Annual General Meeting. The revised annual meeting calendar has been reviewed with and agreed to by the Senior Management Team.

Should the Municipal Council approve the proposed annual meeting calendar, amendments to the Council Procedure By-law will need to be undertaken to change the standing committee meeting times.

Multi-Year Budget Process

The proposed meeting schedule also incorporates dates to accommodate the Multi-Year Budget process.

Additions and/or Adjustments

It is understood that from time to time exceptional circumstances may arise where special meetings will have to be added to the meeting schedule, or certain adjustments may have to be made to the meeting schedule

RECOMMENDED BY:
CATHY SAUNDERS **CITY CLERK**

January 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 CITY HALL CLOSED NEW YEAR'S DAY	2	3	4
5	6 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	7 CIVIC WORKS COMMITTEE 12:00 PM STRATEGIC PRIORITIES AND POLICY COMMITTEE 4:00 PM	8	9	10	11
12	13	14 COUNCIL 4:00 PM	15	16	17	18
19	20 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	21 COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 4:00 PM	22	23 STRATEGIC PRIORITIES AND POLICY COMMITTEE 4:00 PM Public Participation Meeting Water, Wastewater, Operating and Capital Budgets	24	25
26	27	28 COUNCIL 4:00 PM	29	30 STRATEGIC PRIORITIES AND POLICY COMMITTEE 9:30 AM Operating Budget Discussion	31 STRATEGIC PRIORITIES AND POLICY COMMITTEE 9:30 AM Operating Budget Discussion (if needed)	

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February 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	4 CIVIC WORKS COMMITTEE 12:00 PM STRATEGIC PRIORITIES AND POLICY COMMITTEE 4:00 PM	5 AUDIT COMMITTEE 12:00 PM	6 STRATEGIC PRIORITIES AND POLICY COMMITTEE 9:30 AM Capital Budget Discussion	7 STRATEGIC PRIORITIES AND POLICY COMMITTEE 9:30 AM Capital Budget Discussion (if needed)	8
9	10	11 COUNCIL 4:00 PM	12 DEARNESS COMMITTEE OF MANAGEMENT 12:00 PM	13 STRATEGIC PRIORITIES AND POLICY COMMITTEE 9:30 AM Budget Discussion (if needed)	14 STRATEGIC PRIORITIES AND POLICY COMMITTEE 9:30 AM Budget Discussion (if needed)	15
16	17 CITY HALL CLOSED FAMILY DAY	18 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	19 CIVIC WORKS COMMITTEE 12:00 PM (if needed) COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 4:00 PM	20	21	22
23 2020 OGRA ANNUAL CONFERENCE	24 2020 OGRA ANNUAL CONFERENCE	25 2020 OGRA ANNUAL CONFERENCE	26 2020 OGRA ANNUAL CONFERENCE	27	28	29

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March 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 COUNCIL 4:00 PM (BUDGET)	4	5	6	7
8	9 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	10 CIVIC WORKS COMMITTEE 12:00 PM STRATEGIC PRIORITIES AND POLICY COMMITTEE 4:00 PM	11	12	13	14
15	16	17	18	19	20	21
MARCH BREAK WEEK						
22	23	24 COUNCIL 4:00 PM	25	26	27	28
29	30 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	31 COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 12:00 PM STRATEGIC PRIORITIES AND POLICY COMMITTEE 4:00 PM				

April 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 COUNCIL 4:00 PM	8	9	10 CITY HALL CLOSED GOOD FRIDAY	11
12	13 CITY HALL CLOSED EASTER MONDAY	14 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	15 CIVIC WORKS COMMITTEE 12:00 PM	16	17	18
19	20	21 COUNCIL 4:00 PM	22	23	24	25
26	27 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	28 COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 12:00 PM STRATEGIC PRIORITIES AND POLICY COMMITTEE 4:00 PM	29	30		

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May 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 COUNCIL 4:00 PM	6	7	8	9
10	11 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	12 CIVIC WORKS COMMITTEE 12:00 PM	13	14	15	16
17	18 CITY HALL CLOSED VICTORIA DAY	19 COUNCIL 4:00 PM	20 DEARNESS COMMITTEE OF MANAGEMENT 12:00 PM	21	22	23
24	25 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	26 CIVIC WORKS COMMITTEE 12:00 PM (if needed) COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 4:00 PM	27	28	29	30
31						

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June 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 COUNCIL 4:00 PM	3	4 *FCM ANNUAL CONFERENCE*	5 *FCM ANNUAL CONFERENCE*	6 *FCM ANNUAL CONFERENCE*
7 *FCM ANNUAL CONFERENCE*	8 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	9 COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 12:00 PM STRATEGIC PRIORITIES AND POLICY COMMITTEE 4:00 PM	10	11	12	13
14	15	16 COUNCIL 4:00 PM	17	18 PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM (if needed)	19	20
21	22 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	23 CIVIC WORKS COMMITTEE 12:00 PM COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 4:00 PM	24 AUDIT COMMITTEE 12 PM	25	26	27
28	29 COUNCIL 4:00 PM	30				

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July 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 CITY HALL CLOSED CANADA DAY	2	3	4
5	6	7	8	9	10	11
12	13 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	14 CIVIC WORKS COMMITTEE 12:00 PM STRATEGIC PRIORITIES AND POLICY COMMITTEE 4:00 PM	15 COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 4:00 PM	16	17	18
19	20	21 COUNCIL 4:00 PM	22	23	24	25
26	27	28	29	30	31	

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August 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 CITY HALL CLOSED CIVIC HOLIDAY	4	5	6	7	8
9	10 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	11 CIVIC WORKS COMMITTEE 12:00 PM STRATEGIC PRIORITIES AND POLICY COMMITTEE 4:00 PM	12 COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 4:00 PM	13	14	15
16 *AMO ANNUAL CONFERENCE*	17 *AMO ANNUAL CONFERENCE*	18 *AMO ANNUAL CONFERENCE*	19 *AMO ANNUAL CONFERENCE*	20	21	22
23	24	25 COUNCIL 4:00 PM	26	27	28	29
30	31					

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September 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 CITY HALL CLOSED LABOUR DAY	8 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	9 COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 4:00 PM	10	11	12
13	14	15 COUNCIL 4:00 PM	16 AUDIT COMMITTEE 12:00 PM	17	18	19
20	21 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	22 CIVIC WORKS COMMITTEE 12:00 PM STRATEGIC PRIORITIES AND POLICY COMMITTEE 4:00 PM	23 DEARNESS COMMITTEE OF MANAGEMENT 12:00 PM	24	25	26
27	28	29 COUNCIL 4:00 PM	30			

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October 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	6 COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 4:00 PM	7	8	9	10
11	12 CITY HALL CLOSED THANKSGIVING DAY	13 COUNCIL 4:00 PM	14	15	16	17
18	19 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	20 CIVIC WORKS COMMITTEE 12:00 PM STRATEGIC PRIORITIES AND POLICY COMMITTEE 4:00 PM	21	22	23	24
25	26	27 COUNCIL 4:00 PM	28	29	30	31

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November 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	3 COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 4:00 PM	4 AUDIT COMMITTEE 12:00 PM	5	6	7
8	9	10 COUNCIL 4:00 PM	11 DEARNESS COMMITTEE OF MANAGEMENT 12:00 PM	12	13	14
15	16 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM	17 CIVIC WORKS COMMITTEE 12:00 PM STRATEGIC PRIORITIES AND POLICY COMMITTEE 4:00 PM	18	19	20	21
22	23	24 COUNCIL 4:00 PM	25	26	27	28
29	30 CORPORATE SERVICES COMMITTEE 12:00 PM PLANNING AND ENVIRONMENT COMMITTEE 4:00 PM					

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December 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 COMMUNITY AND PROTECTIVE SERVICES COMMITTEE 4:00 PM	2	3	4	5
6	7	8 COUNCIL 4:00 PM	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24 CITY HALL CLOSED CHRISTMAS EVE	25 CITY HALL CLOSED CHRISTMAS DAY	26
27	28 CITY HALL CLOSED BOXING DAY	29	30	31 CITY HALL CLOSED NEW YEAR'S EVE		

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