

Bill No. 342
2024

By-law No.

A by-law to approve the “Buyer Master Agreement” with Ricoh Canada Inc. for Vendor of Record for Workplace Print and Services; and to authorize the Mayor and the City Clerk to execute the “Buyer Master Agreement” with Ricoh Canada Inc.; and to approve Ricoh Canada Inc. as a Vendor of Record for Workplace Print and Services for The Corporation of 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 and Consumer Services in 2020, Her Majesty the Queen in right of Ontario entered into an agreement with Ricoh Canada Inc. for Workplace Print and Services (Contract #: 11359) on March 1, 2020;

AND WHEREAS the Province’s agreement with Ricoh Canada Inc. provides an opportunity for Non-Ontario Public Service Entities (“Non-OPS Entities”) to enter into agreements with Ricoh Canada Inc. for Workplace Print and Services under substantially the same terms subject to the Non-OPS Entity entering into a Vendor/Non-OPS Entity 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 Workplace Print and Services;

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

1. The Buyer Master Agreement for Workplace Print and Services (which allows the City to place orders and acquire Workplace Print and Services 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 Contract #: 11359), 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. Ricoh Canada Inc. is approved as a Vendor of Record for Workplace Print and Services.
3. The Mayor and the City Clerk are authorized to execute the Buyer Master Agreement approved under section 1 above.
4. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on October 15th, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 15, 2024
Second Reading – October 15, 2024
Third Reading – October 15, 2024

Schedule "A"

Buyer Master Agreement

This Buyer Master Agreement is made as of November 1st, 2024 between **RICOH CANADA INC.** (the "Vendor") and **The Corporation of the City of London** (the "Buyer" or "Customer").

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 VOR # 11359 for Workplace Print and Services made as of March 1, 2020. (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 and conditions 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 that this agreement is a separate legal agreement that will include those provisions of the Ontario Master Agreement that are not expressly amended in this Agreement. This agreement between the Buyer and the Vendor that is being created by the adoption of the Ontario Master Agreement and the amendments referred to herein 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 this Buyer Master Agreement:

Amendment No. 1

All references in the Ontario Master Agreement to "Ontario", "OPS", "Ministry", "MGCS", "Her Majesty the Queen in right of Ontario", "Client(s)", "Crown" and "Attorney General" shall be read as the "Buyer", unless unreasonable from the context. All references in the Ontario Master Agreement to "Ricoh Canada Inc." or to "Supplier" shall be read as the "Vendor", unless unreasonable from the context.

Amendment No. 2

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, dave.swan@ricoh.ca

(b) To the Buyer to the attention of:

Dan Dobson, Senior Manager, Infrastructure and Data Services
ddobson@london.ca

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. 3

Section 4.12 (Return of Equipment) is hereby amended to add the following sentence at the end of paragraph (b): "Buyer shall, until the return of the Eligible Equipment, bear full risk of loss or damage to the Eligible Equipment and shall maintain 'all risks' property insurance for the full replacement value thereof. Risk of loss or damage shall transfer back to the Supplier upon the full return of the Eligible Equipment."

Amendment No. 4

The Buyer acknowledges and agrees the Redeployment Pool Services set out in Article 10 of Schedule "C" (Services Specifications) of the Ontario Master Agreement may not be available to Non-OPS Entities. Subject to availability of storage, Vendor may, but shall not be required to, provide Redeployment Pool Services to Buyer.

Amendment No. 5

Notwithstanding anything to the contrary in the Ontario Master Agreement, to the extent that the Supplier is not the licensor of software or service subscriptions acquired or supplied pursuant to an Order, the terms of the third party licensor's end user license or terms of use, as applicable, shall apply to the installation and use of the software.

Amendment No.6

Notwithstanding anything to the contrary in Section 2.05 and 26.01 (g) of the Ontario Master Agreement, Vendor may assign its rights under this Buyer Master Agreement or any Order made pursuant to it for financing purposes but shall remain responsible for the performance of its obligations hereunder.

Amendment No. 7

In the event Buyer terminates an Order due to the circumstances of Non-Appropriation of funding described in Section 26.03, Buyer shall not replace the Equipment subject to the terminated Order due to Non-Appropriation with substitute equipment or services from Supplier or a third-party.

Amendment No 8.

In the event of early termination of a Rental Arrangement by the Buyer pursuant to Section 26.05 (Early Termination of Rental Arrangement by Client) (a) (termination without cause) or (b) (termination due to irreparable damage) and notwithstanding anything to the contrary in Schedule A, Part B Section 1.10 and 1.11 of the Ontario Master Agreement, the Buyer shall pay to Vendor, in addition to any rental payment amounts then due and owing to the effective date of termination, an Early Termination Charge calculated using the formula: 90% of the monthly rental payment amount multiplied by the number of months remaining in Rental Arrangement term as if it had not been terminated early. The Early Termination Charge will apply to any early termination of a Rental Arrangement by the Buyer pursuant to Section 26.05 (a) and (b), regardless of the Category of Equipment.

Amendment No 9.

All Software Licenses and Software Maintenance and Support ordered by the Buyer and paid for in monthly installments as part of the monthly payment are purchased rather than rented and the payment obligations for such Software or Software Maintenance are non-cancellable with the balance of payments in full due upon early cancellation of the applicable rental Order.

Amendment No. 10.

All references to "FIPPA" or the "*Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31" in the Ontario Master Agreement shall be a reference to the *Municipal Freedom of*

Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 (“MFIPPA”), as amended from time to time.

Amendment No. 11.

The term of the Buyer Master Agreement shall commence on the Effective Date and shall expire on the Expiry Date as set out in the Ontario Master Agreement. The definition of “Effective Date” in section 1.01 of the Ontario Master Agreement is amended by deleting the phrase “means March 1, 2020” and replacing with the phrase “means November 1st, 2024”.

Amendment No. 12.

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

(c) Orders

The Buyer may acquire Eligible Equipment from Vendor by delivering to Vendor for acceptance a Purchase Order (“Order”) in a form to be mutually agreed between the parties. All Orders represent a binding obligation on the Buyer once delivered to Vendor and each Order must state that the Order is subject to the terms and conditions of this Agreement. The Buyer acknowledges and agrees that, to the extent the Buyer delivers to Vendor an unsigned or electronically transmitted Order, Vendor is entitled to rely upon the Order as though it had been signed by an authorized representative of Buyer. 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 Eligible Equipment and Services, their quantity and the requested term, if applicable, shall be valid. Any Professional Services provided by Vendor to Buyer shall be provided pursuant to a statement of work which shall be subject to the terms and conditions of this Agreement.

(d) Fleet Assessment

To the extent that Buyer requests Ricoh to perform Print Assessment and Optimization Services, a Statement of Work will be signed. To the extent that Buyer does not issue an Order for the Eligible Equipment and Services recommended by Supplier with ninety days following the delivery of Supplier’s completion of the Assessment services, the Buyer will be obligated to pay the applicable fee set out in the SOW for the Print Assessment Services.

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

The Corporation of the City of London

Ricoh Canada Inc.

Per:

Per:

Signature:

Signature:

Name: Josh Morgan

Name: _____

Title: Mayor, City of London

Title: _____

I have authority to bind the Vendor.

Per:

Signature:

Name: Michael Schulthess

Title: City Clerk

SCHEDULE A-1 – INITIAL ORDER

This Order is made pursuant to the Buyer Master Agreement dated November 1st, 2024. All terms and conditions of the Buyer Master Agreement are incorporated into this Order and made part hereof.

(a) **Rental Arrangement.** The Supplier agrees to rent to Buyer and Buyer agrees to rent from Supplier the following Eligible Equipment and associated Warranty Services for a sixty (60) month term. The Eligible Equipment Rental Term and payment of the monthly Equipment Rate will commence on the first day of the month following installation. Warranty Service Cost Per Copy (CPC) charges will be payable monthly in arrears and will commence upon installation of the Eligible Equipment.

Device Type	Eligible Equipment Ricoh Model	Quantity	Rental Arrangement Term
MFP Colour	IMC3010	110	60 Months
Desktop MFP B/W	IM 370F	47	60 Months
Desktop MFP Colour	IM C300F	47	60 Months
Printer B/W	P 502	42	60 Months
MFP B/W	IM 5000	26	60 Months
Desktop MFP Colour	IM C400F	17	60 Months
Printer B/W	SP 8400DN MICR	3	60 Months
Printer B/W	P 800	3	60 Months
Printer B/W	Laserjet Pro M404dn	2	60 Months
Printer Colour	OfficeJet Mobile Printer	2	60 Months
MFP Colour	IM C3000	5	60 Months
Printer B/W	LaserJet Enterprise M406	1	60 Months
Printer Colour	SP C840DN	1	60 Months
Production MFP	Pro 8300	1	60 Months

DATED as of _____

Name of Buyer:

by: _____

Authorized Signatory

Name: _____

Title: _____