

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 May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019

## Schedule A 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 1<sup>st</sup>, 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:

#### Amendment No. 1

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](mailto:legal@ricoh.ca)

With a Copy to: Dave Swan

Email: [dave.swan@ricoh.ca](mailto: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:**

### **PROVINCIALY 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.



<b>The Corporation of the City of London</b>	<b>The Corporation of the City of London</b>
Per:	Per:
Signature:	Signature:
Name:	Name:
Title:	Title:
I have authority to bind the Buyer.	I have authority to bind the Buyer.

<b>Ricoh Canada Inc.</b>
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.

<b>Eligible Equipment</b>	<b>Quantity</b>	<b>Total Monthly Rental Amount</b>	<b>TERM</b>	<b>Warranty Service Colour CPC</b>	<b>Warranty Service B&amp;W CPC</b>
Ricoh Model					
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

## **Schedule B**

### **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 OEMC referred to as OEMC-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 OEMC-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](mailto: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 OEMC 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 OEM 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" x 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 & Crowdmart 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 CO2 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 OEM 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 OEM 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 their 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 OEM 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 OEM. 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 OEM 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](mailto: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 OEM Master Agreements then currently in place with Supplier.

In extenuating circumstances, OEM 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 OEM. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Resources in this Agreement. OEM 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

OEM's goal is to maintain Rates as low as possible for Clients. However, the Supplier may request a Rate refresh on the fourth (4<sup>th</sup>) anniversary of the Agreement or on the eighth (8<sup>th</sup>) 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 OEM at least one-hundred-and-twenty (120) days prior to the fourth (4<sup>th</sup>) anniversary of the Agreement or in the eighth (8<sup>th</sup>) year if an extension is being exercised.

As part of any review OEM 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 OEM. OEM 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 OEMC 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 OEMC when contemplating the approval or rejection of a Supplier's Rate refresh request.

If a proposed Rate refresh was agreed upon between OEMC 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 OEMC 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, OEMC, or OEMC 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, OEMC, or OEMC 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**

<b>1. MFD Resources</b>	<b>Quantity</b>	<b>Total Mthly Rental Amount</b>	<b>Term</b>	<b>Warranty Service Colour CPC</b>	<b>Warranty Service B&amp;W CPC</b>
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
<b>2. Binding Equipment</b>					
* 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
<b>3. Additional Managed Print Services Resources</b>					
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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- 3. Definitions**
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  - d. Workplace Emergency Response Information
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- 9. Design of Public Spaces Standards (Accessibility Standards for the Built Environment)**
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  - a. The Provision of Goods, Services, and Facilities to Persons with Disabilities
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  - i. Availability and Format 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](http://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](http://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 Format 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.		
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**APPENDIX D – GUARANTEED RESPONSE TIMES**

<b>Number of Technicians</b>	<b>Number of Service Depots</b>	<b>Response Time in Business Hours</b>
<b>8</b>	<b>1</b>	<b>4 Hours</b>

## **APPENDIX E – SUPPLIER’S ESCALATION PROCESS**

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

[End of Client-Supplier Agreement]