



REQUEST FOR PROPOSAL

PROVISION OF MANAGED PRINT SERVICES

RFP No. PS20140090

Issue Date: March 18, 2014

Issued By: City of Vancouver

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
TABLE OF CONTENTS**

TABLE OF CONTENTS

| | |
|---|-----------------------------|
| PART A - INFORMATION AND INSTRUCTIONS | Pages A-1 to A-9 |
| 1.0 The RFP | |
| 2.0 Key Dates | |
| 3.0 Contact Person | |
| 4.0 Submission of Proposals | |
| 5.0 Changes to the RFP and Further Information | |
| 6.0 Contract Requirements | |
| 7.0 Pricing | |
| 8.0 Evaluation of Proposals | |
| 9.0 Certain Applicable Legislation | |
| 10.0 Legal Terms and Conditions | |
| 11.0 Definitions | |
| PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS | Pages B-1 |
| 1.0 City Requirements | |
| 2.0 Items to be Addressed in Proposals | |
| PART C - PROPOSAL FORM | Pages C-1 to C-8 |
| APPENDIX 1 to Proposal Form - LEGAL TERMS & CONDITIONS | |
| PART D - FORM OF AGREEMENT | |
| SCHEDULE A - PHASE 1 EVALUATION RESPONSE FORM | |
| SCHEDULE B - PHASE 2 EVALUATION RESPONSE FORM | |
| ANNEX 1 - DRAFT STATEMENT OF WORK | |
| ANNEX 2 - CERTIFICATE OF EXISTING INSURANCE | |
| ANNEX 3 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE | |
| ANNEX 4 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE | |
| ANNEX 5 - VANCOUVER POLICE DEPARTMENT CONSENT TO RELEASE INFORMATION FORM (1601B) | |
| ANNEX 6 - VANCOUVER POLICE DEPARTMENT CIVILIAN SECURITY SCREENING BACKGROUND INFORMATION FORM (1602) | |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposal (the “RFP”) is issued by the City of Vancouver (the “City”), on behalf of itself (including on behalf of its Vancouver Board of Parks and Recreation), and the Vancouver Police Board (“VPD”). The term “City Group,” as used herein, refers to City (including Parks), and VPD, collectively. This RFP provides an opportunity for qualified managed print services (“MPS”) providers to submit Proposals for review by the City Group and, depending on the City Group’s evaluation of Proposals, among other factors, to potentially negotiate with the City Group to enter an Agreement.
- 1.2 **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO THE PROPOSAL FORM IN PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY ANY OF THE CITY, OR VPD OR VPD TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON ANY OF THE CITY, OR VPD.**
- 1.3 The City Group expects to select a successful Proponent that will act as the primary MPS provider (“Provider”) for the City Group to recommend, provide, and execute cost-effective solutions that best meet the City Group’s objectives and requirements as described in this RFP. The following is a high-level description of the main goods and services that a successful Proponent is expected to provide to the City Group.
- 1.3.1 Purchase the City Group’s currently-owned fleet of print devices as described in the Managed Print Services Agreement (Article 4), replace devices which are not City-owned in a phased approach, and provide the City Group with an option to purchase devices as described in the Managed Print Services Agreement (Schedule I) upon contract termination.
- 1.3.2 Work with the City Group to develop a City Group print device standard, whereby the City Group will reserve the responsibility to approve Provider-suggested makes and models of print devices based on the various print needs of the City Group’s business units.
- 1.3.3 Provide a full suite of managed print services, systems, and tools as described in Annex 1 - Statement of Work, including, but not limited to:
- 1.3.3.1 Asset management services;
 - 1.3.3.2 Break-fix services and break-fix services management;
 - 1.3.3.3 Consumables and consumables management;
 - 1.3.3.4 Help desk services;
 - 1.3.3.5 Remote monitoring and reporting of print devices;
 - 1.3.3.6 Move, add, change and dispose (“MACD”) services with a focus on sustainability and cost reduction;
 - 1.3.3.7 Sustainability Program;
 - 1.3.3.8 End user training;
 - 1.3.3.9 Demand management; and
 - 1.3.3.10 Optimization.
- 1.3.4 As described in Annex 1 - Statement of Work, the VPD has significant restrictions in regards to granting a Provider access to VPD’s physical sites as well as VPD’s management and monitoring systems. At VPD sites only, the Provider is required to operate at an arm’s length distance from the fleet of devices and the information the fleet of devices contains, and the Provider will be required to rely on previously agreed-upon data exports and publicly-accessible physical locations where the Provider may either perform maintenance on the print devices, or provide pick-up/drop-off services for print devices or consumables.
- 1.4 The City Group currently operates on a hybrid model of lease, purchase, and price-per-impression for its print needs, and desires to transition to a managed print services model to optimize its print fleet and reduce the environmental impact of print-related activities. The desired outcomes of successfully transitioning to a managed print services model include, but are not limited to:

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART A - INFORMATION AND INSTRUCTIONS

- (a) A reduction in the overall cost of printing;
 - (b) A reduction in print volume;
 - (c) A reduction in the consumption of print supplies;
 - (d) A reduction in the overall environmental impact of print-related activities; and
 - (e) An enhanced level of service for the print fleet.
- 1.5 Details of the City Group's objectives and requirements to which the RFP relates are set out in Part B of the RFP and/or Annex 1 - Statement of Work. The City Group welcomes Proposals respecting innovative or novel approaches to the City Group's objectives and requirements.
- 1.6 The City Group is interested in selecting a Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City Group currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of an Agreement between the Proponent and the City Group. However, the City Group may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.7 The City currently intends that Proposals will be evaluated by the City Group in relation to their overall value, which will be assessed in the City Group's sole and absolute discretion. In assessing value, the City Group expects to consider the factors described in Section 8 below, among others.
- 1.8 VPD Security Clearance - Mandatory

If a Proponent is short-listed during the Proposal evaluation process, the City may require the short-listed Proponent's directors, officers or other principals to submit a completed Annex 5 - Vancouver Police Department Consent to Release Information Form (1601B) within five (5) business days of notification of short-listing.

If a Proponent is selected to enter into an Agreement, the successful Proponent must first:

- Submit, in respect of each of its directors, officers, or other principals, a complete Annex 5- Vancouver Police Department Consent to Release Information Form (1601B), if not already submitted in the short-listing stage;
- Submit a completed Annex 6 - Vancouver Police Department Civilian Security Screening Background Information Form (1602) for each of its personnel, including, but not limited to directors, managers, supervisors, and staff who will have access to any VPD site and/or access to any VPD information (including remotely-accessed information); and
- Bear any and all costs associated with the above VPD background security clearance requirements.

Further details of security requirements are set forth in Part D - Form of Agreement.

- 1.9 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO ANY OF THE CITY, OR VPD. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING "LEGAL TERMS & CONDITIONS" IN APPENDIX 1 TO THE PROPOSAL FORM (PART C).**
- 1.10 The execution of an Agreement with the City and VPD may be contingent on funding being approved, and the relevant Proposal being approved by Vancouver City Council and the Vancouver Police Board, respectively.

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART A - INFORMATION AND INSTRUCTIONS**

- 1.11 Certain capitalized terms used herein but not defined where first used are defined in Section 11, below.
- 1.12 The RFP consists of four parts:
- (a) **PART A - INFORMATION AND INSTRUCTIONS:** This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) **PART B - City REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS:** This part describes the subject matter of the RFP, in respect of which the City invites Proposals. This part also stipulates the information that must be contained in each Proposal.
 - (c) **PART C - PROPOSAL FORM:** This part consists of the Proposal Form to be completed by each Proponent in connection with its Proposal. Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.
 - (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement. An Agreement or Agreements in this form may be entered into between the City Group and one or more successful Proponents.

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

| Event | Time and Date |
|--|---------------------------------------|
| Posting Date of RFP | March 18, 2014 |
| Deadline for Enquiries | 3:00 PM [PST] Tuesday, April 15, 2014 |
| Closing Date and Time | 3:00 PM [PST] Tuesday, April 22, 2014 |
| Phase 1 - Qualification | May 2014 (estimate only) |
| Site Visits for Proponents short-listed for Phase 2 | June 2014 (estimate only) |
| Submission of Proposed Solution by short-listed Proponents | June 2014 (estimate only) |
| Phase 2 - Proposed Solution | July 2014 (estimate only) |
| Contract Execution with Successful Proponent | August 2014 (estimate only) |

3.0 CONTACT PERSON

- 3.1 All enquiries regarding the RFP must be addressed to:

Diana Chan, Contracting Specialist
diana.chan@vancouver.ca

- 3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

4.0 SUBMISSION OF PROPOSALS

- 4.1 Proponents must submit their Proposals in writing on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “**Closing Time**”).
- 4.2 Each Proponent must submit its Proposal in an envelope clearly marked with the Proponent’s name and the RFP title and number (“Provision of Managed Print Services; PS20140090”) to the following address:

City of Vancouver
Purchasing Services - 4th Floor
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART A - INFORMATION AND INSTRUCTIONS**

Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to:

Information Desk, Main Floor Rotunda,
Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

- 4.3 To be considered by the City Group, a Proposal must be submitted under the cover of a Proposal Form, completed and duly executed by the relevant Proponent, including Appendix 1 thereto.
- 4.4 Proposals must not be submitted by fax or email.
- 4.5 Amendments to a Proposal may be submitted in the same manner as the original Proposal, at any time prior to the Closing Time.
- 4.6 Proponents should send one (1) electronic copy (CD or USB) of the Proposal, and three (3) hard copies of the Proposal bound in three-ring binders. **Proponents must ensure that the electronic copy of the Proposal is in one (1) file, with pages arranged in the same order as presented in hard copy.** In addition, Proponents should send one copy of each amendment and question & answer related to this RFP, as well as one copy of the Proposal Form.
- 5.0 **The City Group will review only relevant information; therefore by way of guidance, each Proposal submitted (inclusive of Schedule A – Phase 1 Evaluation Response Form) should contain between 60 to 100 pages in total.**
- 5.1 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 5.2 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 5.3 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in Part B of the RFP.
- 5.4 The City Group is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and execute a Proposal Form (Part C). Nonetheless, the City Group has a strong preference for proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 5.5 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City Group and may or may not be returned to the Proponent, in the City Group's sole discretion.
- 6.0 CHANGES TO THE RFP AND FURTHER INFORMATION**
- 6.1 The City may amend the RFP or make additions to it at any time.
- 6.2 It is the sole responsibility of Proponents to check the City's website at <http://vancouver.ca/doing-business/open-bids.aspx> and/or BC Bid's website at www.bcbid.gov.bc.ca/ regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 6.3 Proponents must not rely on any information purported to be given on behalf of any member of the City Group that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.
- 6.4 There will not be an Information Meeting held for this RFP.
- 7.0 CONTRACT REQUIREMENTS**
- 7.1 In addition to addressing the other requirements of Part B hereof, each Proponent must indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART A - INFORMATION AND INSTRUCTIONS**

consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent must so state and must propose alternative contract language as part of its Proposal.

- 7.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.
- 7.3 The term of any Agreement is expected to be a three-year period, with two possible one-year extensions, for a maximum total term of five years.

8.0 PRICING

- 8.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 8.2 Prices must be quoted in Canadian currency.
- 8.3 For the avoidance of doubt, freight, insurance, unloading at the destination designated by the relevant member of the City Group, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in prices.

9.0 EVALUATION OF PROPOSALS

- 9.1 The City Group may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 9.2 The City Group currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City Group representatives to determine which Proposal or Proposals offer the overall best value to the City Group based on price, quality, service, innovativeness, environmental or sustainability concerns or benefits and other criteria including, but not limited to Proponents':
- (a) ability to meet the Requirements (as defined in Part B) as and when required, or ability to otherwise satisfy the City Group's objectives and requirements;
 - (b) ability to provide timely, comprehensive service;
 - (c) skills, knowledge and previous experience;
 - (d) proposed plans and work schedules;
 - (e) business reputations and capabilities;
 - (f) ability to meet VPD's Enhanced Security Clearance requirements; and
 - (g) ability to meet the City Group's insurance requirements.

Certain other evaluation criteria may be set out in Part B or elsewhere in the RFP.

- 9.3 The City Group expects to evaluate Proposals in two phases: Phase 1 -Qualification; and Phase 2 - Proposed Solution.

In Phase 1 - Qualification, Proponents will be evaluated on the following criteria: corporate capability; MPS implementation experience; sustainability; recommended approach for the City Group; relevant references; overall pricing model; and mandatory requirements. The City Group may request Proponents to clarify information provided in their Proposals. All Proponents responding to this RFP shall complete and include in their Proposals Schedule A - Phase 1 Evaluation Response Form.

Proponents wishing to obtain the MPS City Data workbook must email diana.chan@vancouver.ca to request a Non-Disclosure Agreement ("NDA"), sign the NDA, and scan the signed NDA, accompanied by the Proponent's current credit report, to diana.chan@vancouver.ca. At the City's sole and absolute discretion,

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART A - INFORMATION AND INSTRUCTIONS

the City may release the MPS City Data workbook to Proponents that the City determines to be in the business of managed print services as described in this RFP.

With respect to MPS implementation experience, the City Group expects to give preference to Proponents that are able to assign dedicated key personnel (in transition, implementation, and sustainment teams) possessing three to five years' successful track record (that can be validated by the City through reference checks during the Proposal evaluation process) in government or other large organizations having at least 9,000 employees within one municipal region. With respect to corporate capability and overall ability to meet City Group requirements, the City Group will give considerable attention to the annual revenues of Proponents. For security of supply reasons, the City Group does not want to represent an overly significant portion of a successful Proponent's annual gross revenue.

At the end of Phase 1, the City Group expects to short-list Proponents for Phase 2 - Proposed Solution.

In Phase 2 - Proposed Solution, the City Group expects to meet with short-listed Proponents to provide site visits and further define the commercial terms and scope of the project. Phase 2 may include interviews, presentations or demonstrations. Short-listed Proponents may be required to provide a detailed project implementation plan or any information related to the Proponent's proposed solution. Proponents will be evaluated on the following criteria: General Requirements per the Statement of Work; proposed solutions for the City's Site Archetypes; Deviations and Variations related to the Managed Print Services Agreement; and Pricing. Only short-listed Proponents will be required to complete Schedule B - Phase 2 Evaluation Response Form for submission as instructed by the City Group, at the City Group's sole and absolute discretion.

At the end of Phase 2, the City Group expects to select one successful Proponent for contract award.

- 9.4 The City Group will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. No member of the City Group is legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and no member of the City Group need review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City or the City Group may continue, interrupt, cease or modify the review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 9.5 A member of the City Group may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 9.6 The City Group may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City and the City Group will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART A - INFORMATION AND INSTRUCTIONS**

- 9.7 Prior to approval of a Proposal, the City Group must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide audited financial statements and covering at least the prior two fiscal years.
- 9.8 The City Group may request that any proposed subcontractors undergo evaluation by the City Group.
- 9.9 No member of the City Group is under any obligation to approve any Proposal and the City may elect to terminate the RFP at any time.
- 9.10 For clarity, notwithstanding any other provision in the RFP, the City Group or a member of the City Group (as to itself) may:
- (a) accept any Proposal;
 - (b) reject any Proposal;
 - (c) reject all Proposals;
 - (d) accept a Proposal which is not the lowest-price proposal;
 - (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
 - (f) reject a Proposal even if it is the only Proposal received by the City Group;
 - (g) accept all or any part of a Proposal;
 - (h) split the Requirements between one or more Proponents; and
 - (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

Without limiting the foregoing, the City Group may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

10.0 CERTAIN APPLICABLE LEGISLATION

- 10.1 Proponents should note that each member of the City Group is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City Group's consultants or contractors to protect all personal information acquired from the City Group in the course of providing any service.
- 10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 LEGAL TERMS AND CONDITIONS

- 11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1 to the Proposal Form (Part C). Except where expressly stated in such Appendix 1: (i) no part of the RFP consists of an offer by the City, or VPD to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City, or VPD.
- 11.2 Potential Proponents should review Appendix 1 to the Proposal Form carefully before submitting a Proposal. Among other things, potential Proponents must note that:
- (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the members of the City Group do not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.
 - (b) The City and VPD are public bodies required by law to act in the public interest. In no event, however, does the City, or VPD owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process.

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART A - INFORMATION AND INSTRUCTIONS

- (c) Except only and to the extent that a member of the City Group is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release each member of the City Group, its officials, its agents and its employees from liability for any losses incurred by the Proponent.
- (d) Except only and to the extent that a member of the City Group is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly indemnify and hold harmless each member of the City Group, its officials, its agents and its employees from and against losses in respect of any claim or threatened claim against any of them.
- (e) Except with respect to the City Group's duties in respect of a Proponent's confidential information, even to the extent a member of the City Group is found to have breached any duty to the Proponent, if any, the liability of the City Group and of the officials, agents and employees of the City Group to the Proponent will be limited to \$100, in aggregate.
- (f) With limited exceptions set forth in Appendix 1 to the Proposal Form, any dispute between a member of the City Group and a Proponent will be subject to arbitration.
- (g) All RFP-related documents provided to any Proponent by a member of the City Group remain the property of the relevant member of the City Group and must be returned to it, or destroyed, upon request.
- (h) The documentation containing any Proposal, once submitted to the City Group, becomes the property of the City Group, and the City Group is under no obligation to return the Proposal to the Proponent.
- (i) The members of the City Group will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as they treat their own confidential material and information, subject, however, to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City Group's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council, the Vancouver Board of Parks and Recreation or the persons on the boards of the or VPD, or announcing the results of the RFP to Proponents.
- (j) Proponents must not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City Group, which have been or are in the future provided or communicated to a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (k) Each Proponent must waive any rights to obtain any records produced or kept by the City Group in evaluating its Proposal (and any other submissions) and must agree that under no circumstances will it make any application to the City Group or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions), including, without limitation, records relating only to the Proponent.
- (l) Each Proponent must disclose whether any officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest:
 - i. is a councillor, official, board member or employee of the City, or VPD; or
 - ii. is related to or has any business or family relationship with any councillor, official, board member or employee of the City or VPD,

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART A - INFORMATION AND INSTRUCTIONS**

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent's Proposal by the City Group.

- (m) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City Group in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City Group and the Proponent's or its subcontractors' duties to such third party.
- (n) Each Proponent is required to disclose whether the Proponent has any affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the RFP; and whether the Proponent is competing for purposes of the RFP process with any entity with which it is legally or financially associated or affiliated.
- (o) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of its Proposal, to influence the outcome of the RFP process.
- (p) A Proponent must not disclose or promote any relationship between it and any member of the City Group, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent. Each Proponent must undertake not to use the name, official emblem, mark, or logo of a member of the City Group without express prior written consent.

12.0 DEFINITIONS

12.1 In the RFP, the following capitalized terms have the following meanings:

- (a) **"Agreement"** means a contract entered into between members of the City Group and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;
- (b) **"City"** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter and includes the City's Vancouver Board of Parks and Recreation;
- (c) **"City Group"** means the collective, for the purposes of the RFP, comprised of the City of Vancouver (including the Vancouver Board of Parks and Recreation), and Vancouver Police Board;
- (d) **"Form of Agreement"** means the form of agreement contained in Part D of the RFP;
- (e) **"Proponent"** means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;
- (f) **"Proposal"** means a proposal submitted in response to the RFP;
- (g) **"Proposal Form"** means the form contained in Part C of the RFP;
- (h) **"VPD"** means the Vancouver Police Board, an entity constituted pursuant to the Police Act; and

12.2 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

1.0 CITY REQUIREMENTS

- 1.1 The City Group's objectives and requirements (together, the "**Requirements**") are described in:
- (a) Part A - Information and Instructions, Section 1.3; and
 - (b) Annex 1 - Draft Statement of Work.
- 1.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.
- 1.3 Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City Group may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.
- 1.4 To the extent that the Requirements express estimates of quantities or volumes of goods or services expected to be required by the City Group, the members of the City Group cannot offer any assurances that such quantities or volumes will in fact be required.

2.0 ITEMS TO BE ADDRESSED IN EACH PROPOSAL

- 2.1 Each Proposal must have, in the following order:
- (a) a title page that clearly indicates the legal name and contact information of the Proponent, and the RFP number and title;
 - (b) a detailed table of contents;
 - (c) an executive summary no more than one page long, including the Proponent's annual revenues for the last three years;
 - (d) Proposal Form;
 - (e) Appendix 1 to Proposal Form, including a section on Conflicts, Collusion, and Lobbying;
 - (f) Schedule A - Phase 1 Evaluation Response Form;
 - (g) Annex 2 - Certificate of Existing Insurance ;
 - (h) Annex 3 - Vendor Sustainability Leadership Questionnaire;
 - (i) Annex 4 - Declaration of Supplier Code of Conduct Compliance;
 - (j) Proof of valid WorkSafe BC registration;
 - (k) Deviations & Variations to the Managed Print Services Agreement;
 - (l) Proponent's alternative solution(s), and related pricing impact(s).
- 2.2 Proponents should avoid, to the extent possible, the inclusion of other top-level Proposal sections.
- 2.3 The Proponent's Certificate of Existing Insurance, in the form of Annex 2 to the RFP, should be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance. Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City Group entering into any Agreement.

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART C - FORM OF PROPOSAL LETTER

PROPOSAL FORM

RFP No. PS20140090, Provision of Managed Print Services (the "RFP")

Proponent's Name: _____

"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City of Vancouver's website and/or BC Bid's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

| | |
|--|---------------|
| _____ Signature of Authorized Signatory for the Proponent | _____ Date |
|--|---------------|

| | |
|-------------------------|--|
| _____ Name and Title | |
|-------------------------|--|

| | |
|--|---------------|
| _____ Signature of Authorized Signatory for the Proponent | _____ Date |
|--|---------------|

| | |
|-------------------------|--|
| _____ Name and Title | |
|-------------------------|--|

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART C - FORM OF PROPOSAL LETTER**

APPENDIX 1 TO PROPOSAL FORM

LEGAL TERMS AND CONDITIONS

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's, VPD's, and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between any or all of the City and VPD, on the one hand, and the Proponent, on the other hand, or otherwise apply as between any or all of the City and VPD, on the one hand, and the Proponent, on the other hand following the signing of any such a Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, and includes the City of Vancouver's Board of Parks and Recreation.
- (b) "Contract" means a legal agreement, if any, entered into between any or all of the City and VPD, on the one hand, and the Proponent, on the other hand, as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City on behalf of the City and VPD as Request for Proposal No. PS20140090, as amended from time to time and including all addenda.
- (h) "VPD" means the Vancouver Police Board, an entity constituted pursuant to the Police Act.

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART C - FORM OF PROPOSAL LETTER

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY GROUP

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), none of the City, or VPD assumes any legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City and/or VPD, as applicable, enters into a Contract, which each may decline to do in its sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

Each of the City and VPD is a public body required by law to act in the public interest. In no event, however, does any of them owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City and VPD from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City and/or VPD, in each of their sole discretion.

5.2 Reservation of Complete Control over Process

The City and VPD reserve the right to retain complete control over the RFP and proposal processes at all times. Accordingly, none of the City, or VPD is legally obligated to review, consider or evaluate the proposals, or any particular proposal, and none of them is required to review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and each of the City and VPD reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

Each of the City and VPD may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City and VPD will each have no liability to the Proponent as a result of such discussions, negotiations or changes.

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART C - FORM OF PROPOSAL LETTER

5.4 Acceptance or Rejection of Proposals

Each of the City and VPD has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF THE CITY AND VPD AGAINST LAWSUITS

6.1 Release by the Proponent

The Proponent now releases the City and VPD, and their officials, their agents and their employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City, or VPD or their officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City and VPD have no obligation or duty under the RFP which they could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City, or VPD or their officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City and/or VPD accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City, or VPD: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City, or VPD enters any agreement respecting the subject matter of the RFP,

provided that this release does not apply to the City, or VPD in respect of its own breach of Section 8.2 of this Appendix 1, if any.

6.2 Indemnity by the Proponent

The Proponent indemnifies and will protect, save and hold harmless, respectively, the City and VPD, their officials, their agents and their employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City and VPD or their officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City and VPD have no obligation or duty under the RFP which the City and VPD could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City and VPD, or their officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process,

provided that this indemnity does not apply to the City, or VPD in respect of its own breach of Section 8.2 of this Appendix 1, if any.

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART C - FORM OF PROPOSAL LETTER

6.3 Limitation of City and VPD Liability

In the event that, with respect to anything relating to the RFP or this proposal process, the City, or VPD or their officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the liability of the City, or VPD and their officials, agents and employees is limited to a maximum of \$100, in aggregate, despite any other term or agreement to the contrary, provided that this limit does not apply to the City, or VPD in respect of its own breach of Section 8.2 of this Appendix 1, if any.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to a dispute concerning solely a breach of this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between any or all of the City and VPD on the one hand, and any proponent with whom they have entered a Contract (or a similar contract between them and a proponent other than the Proponent), on the other hand) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will:
 - i. bind the City and VPD, the Proponent and the arbitrator; and
 - ii. survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART C - FORM OF PROPOSAL LETTER

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City Group's Property

- (a) All RFP-related documents provided to the Proponent by the City, or VPD remain the property of the City and VPD, respectively, and must be returned to the City, Or VPD, respectively, or destroyed, upon request by the City, or VPD, as applicable.
- (b) The documentation containing the Proposal, once submitted to any or all of the City and VPD, becomes the property of the City and VPD, and none of the City and VPD is under any obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's and VPD's full rights to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council, the Vancouver Board of Parks and Recreation, the persons on the board of VPD on the proposal results or announcing the results of the RFP, the City and VPD will each treat the Proposal (and the City's and VPD's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Group Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City, Or VPD which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City, Or VPD in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City, Or VPD or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

The Proponent confirms and warrants that there is no officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) a councillor, official, board member or employee of the City, Or VPD; or
- (b) related to or has any business or family relationship with any councillor, official, board member or employee of the City, Or VPD,

in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City and VPD, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City and/or VPD in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART C - FORM OF PROPOSAL LETTER

Proponent's duties to the City, or VPD, respectively, and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the RFP; and
- (b) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

10 NO PROMOTION OF RELATIONSHIP

The Proponent must not disclose or promote any relationship between it and the City, or VPD, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, or VPD, including without limitation, "City of Vancouver", "Vancouver Police Board", "Vancouver Police Department", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference to any of the foregoing, without the express prior written consent of the City, or VPD, as applicable.

11 GENERAL

1. All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent, the City and VPD.

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART C - FORM OF PROPOSAL LETTER**

2. The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
3. The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
4. The Proponent consents to the City, or VPD contacting any references named by the Proponent in the Proposal.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

MANAGED PRINT SERVICES AGREEMENT

BETWEEN:

<  **PROVIDER NAME** >

AND:

CITY OF VANCOUVER AND VANCOUVER POLICE BOARD

DATED <  >

MANAGED PRINT SERVICES AGREEMENT

THIS AGREEMENT is made as of

BETWEEN:

PROVIDER NAME, a corporation organized under the laws of and having an office at (hereinafter referred to as the “Provider”)

ON THE ONE HAND

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4 (hereinafter referred to as the “City”), and

VANCOUVER POLICE BOARD, a municipal police board established under the *Police Act* (British Columbia) and having an office at 3585 Graveley Street, Vancouver, British Columbia, V5K 5J5 (hereinafter referred to as the “VPB”),

ON THE OTHER HAND

WHEREAS the Provider is in the business of managed print services;

AND WHEREAS each of the City and the VPB wishes to purchase the services of the aforesaid kinds from the Provider upon and subject to the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as set forth herein.

TABLE OF CONTENTS

| | | | | | |
|-------------------------|---|----|-------------------------|--|----|
| <u>ARTICLE 1</u> | <u>INTERPRETATION</u> | 5 | <u>4.1</u> | <u>Purchase of Existing City Devices</u> | 17 |
| <u>1.1</u> | <u>Definitions</u> | 5 | <u>4.2</u> | <u>Purchase Price</u> | 17 |
| <u>1.2</u> | <u>Headings</u> | 11 | <u>4.3</u> | <u>Closing</u> | 17 |
| <u>1.3</u> | <u>Extended Meanings</u> | 11 | <u>4.4</u> | <u>Risk and Title</u> | 18 |
| <u>1.4</u> | <u>Schedules</u> | 12 | <u>4.5</u> | <u>Condition of the Existing Print Devices</u> 18 | |
| <u>ARTICLE 2</u> | <u>EFFECTIVENESS</u> | 12 | <u>4.6</u> | <u>Disposal and Recycling of Existing Print Devices</u> | 18 |
| <u>2.1</u> | <u>Effective Date</u> | 12 | <u>ARTICLE 5</u> | <u>CONTRACT MANAGERS</u> 18 | |
| <u>2.2</u> | <u>Term</u> | 12 | <u>5.1</u> | <u>Purchasers' Managers</u> | 18 |
| <u>ARTICLE 3</u> | <u>SUPPLY; GENERAL TERMS</u> 12 | | <u>5.2</u> | <u>Provider's Managers</u> | 19 |
| <u>3.1</u> | <u>Supply</u> | 12 | <u>5.3</u> | <u>Designation of New Managers</u> | 19 |
| <u>3.2</u> | <u>Application to Prior Acts</u> | 13 | <u>ARTICLE 6</u> | <u>PROVIDER'S WARRANTIES AND COVENANTS</u> ... 19 | |
| <u>3.3</u> | <u>Sufficiency and Competence of Personnel</u> | 13 | <u>6.1</u> | <u>General Representations and Warranties</u> | 19 |
| <u>3.4</u> | <u>Standards and Requirements</u> | 14 | <u>6.2</u> | <u>General Health and Safety-Related Acknowledgements and Covenants</u> | 20 |
| <u>3.5</u> | <u>Consents</u> | 14 | <u>6.3</u> | <u>Covenants Regarding Violations of Health and Safety Requirements</u> | 21 |
| <u>3.6</u> | <u>Warranties</u> | 14 | <u>6.4</u> | <u>Covenants Regarding the Environment</u> 21 | |
| <u>3.7</u> | <u>Relationship Between the Parties</u> | 15 | <u>6.5</u> | <u>Further Covenants Regarding the Sites</u> 21 | |
| <u>3.8</u> | <u>Variations Requested by a Purchaser</u> 15 | | <u>6.6</u> | <u>Covenants Against Encumbrances</u> | 22 |
| <u>3.9</u> | <u>Tests; Defects and Acceptance</u> | 16 | <u>6.7</u> | <u>Absence of Conflicts of Interest</u> | 22 |
| <u>3.10</u> | <u>Title and Risk</u> | 16 | <u>ARTICLE 7</u> | <u>PERSONNEL</u> | 23 |
| <u>3.12</u> | <u>Access to the Sites</u> | 16 | <u>7.1</u> | <u>Separate Personnel</u> | 23 |
| <u>3.13</u> | <u>Option to Purchase</u> | 17 | | | |
| <u>ARTICLE 4</u> | <u>PURCHASE OF EXISTING CITY DEVICES</u> | 17 | | | |

| | Page | | Page |
|---|------|--|------|
| <u>7.2 Changes in Personnel</u> | 23 | <u>11.1 Assignment</u> | 33 |
| <u>7.3 Key Personnel</u> | 23 | <u>11.2 Subcontracting</u> | 33 |
| <u>ARTICLE 8 PAYMENT; AUDITS</u> | 24 | <u>ARTICLE 12 INTELLECTUAL PROPERTY</u> 33 | |
| <u>8.1 Payment to the Provider</u> | 24 | <u>12.1 Software and Equipment Licenses</u> . | 33 |
| <u>8.2 Content of Invoices</u> | 24 | <u>12.2 Assignment</u> | 34 |
| <u>8.3 Procedure for Invoices</u> | 25 | <u>12.3 Provider Undertakings and Representations and Warranties</u> | 34 |
| <u>8.4 Currency of Payment</u> | 25 | <u>12.4 Background Intellectual Property</u> .. | 35 |
| <u>8.5 Contested Claims for Payment</u> | 25 | <u>12.5 Provider Employees' and Subcontractors' Rights</u> | 35 |
| <u>8.6 Audits</u> | 25 | <u>12.6 No Additional Remuneration</u> | 35 |
| <u>8.7 Set Off</u> | 26 | <u>ARTICLE 13 PRIVACY; CONFIDENTIALITY</u> | 36 |
| <u>ARTICLE 9 LIABILITY, INSURANCE AND LIQUIDATED DAMAGES</u> | 26 | <u>13.1 Freedom of Information and Protection of Privacy Act</u> | 36 |
| <u>9.1 Covenants of Indemnification by the Provider</u> | 26 | <u>13.2 No Promotion</u> | 36 |
| <u>9.2 Conduct of Claims</u> | 27 | <u>13.3 Confidentiality Obligations</u> | 36 |
| <u>9.3 Insurance</u> | 29 | <u>13.4 Disclosure to Representatives</u> | 36 |
| <u>9.4 Liquidated Damages</u> | 30 | <u>13.5 Disclosures Required by Law</u> | 36 |
| <u>ARTICLE 10 FORCE MAJEURE; TERMINATION</u> | 30 | <u>13.6 Other Disclosures by the Purchasers</u> 36 | |
| <u>10.1 Force Majeure</u> | 30 | <u>13.7 Interpretation; Enforcement and Survival</u> 37 | |
| <u>10.2 Purchaser Suspension and Termination Rights</u> | 30 | <u>ARTICLE 14 TAXES</u> | 37 |
| <u>10.3 Provider Termination Rights</u> | 31 | <u>14.1 Taxes for Own Accounts</u> | 37 |
| <u>10.4 Consequences of Termination</u> | 32 | <u>14.2 Withholding Taxes</u> | 37 |
| <u>10.5 Other Surviving Rights and Liabilities of Parties</u> | 33 | <u>ARTICLE 15 DISPUTE RESOLUTION</u> 38 | |
| <u>ARTICLE 11 ASSIGNMENT AND SUBCONTRACTING</u> | 33 | | |

| | Page | | Page |
|--|------|--|------|
| <u>15.1</u> <u>Optional Procedure</u> | 38 | <u>SCHEDULE B - PRICES FOR SUPPLY</u> | 44 |
| <u>15.2</u> <u>Arbitration</u> | 38 | <u>SCHEDULE C - COMPLETION TIMES</u> | 45 |
| <u>ARTICLE 16 MISCELLANEOUS</u> | 38 | <u>SCHEDULE D - KEY PERSONNEL</u> .. | 46 |
| <u>16.1</u> <u>Time of the Essence</u> | 38 | <u>SCHEDULE E - FORM OF LETTER AGREEMENT</u> | 47 |
| <u>16.2</u> <u>Costs</u> | 38 | <u>SCHEDULE F - SITES</u> | 49 |
| <u>16.3</u> <u>Benefit of this Agreement</u> | 38 | <u>SCHEDULE G - REPORTING REQUIREMENTS</u> | 1 |
| <u>16.4</u> <u>Entire Agreement</u> | 38 | <u>SCHEDULE H - PROPOSAL</u> | 1 |
| <u>16.5</u> <u>Amendments and Waiver</u> | 39 | <u>SCHEDULE I - OPTION TO PURCHASE</u> | 2 |
| <u>16.6</u> <u>Notices</u> | 39 | <u>SCHEDULE J - EXISTING PRINT DEVICES</u> | 5 |
| <u>16.7</u> <u>Governing Law and Jurisdiction</u> | 40 | <u>SCHEDULE K - LIQUIDATED DAMAGES</u> | 6 |
| <u>16.8</u> <u>Further Assurances</u> | 40 | | |
| <u>16.9</u> <u>Severance</u> | 40 | | |
| <u>16.10</u> <u>Counterparts</u> | 41 | | |
| <u>16.11</u> <u>Electronic Execution</u> | 41 | | |
| <u>SCHEDULE A - STATEMENT OF WORK</u> | 43 | | |

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) **“Agreement”** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between all the Parties;
- (b) **“Background IP”** has the meaning ascribed thereto in Section 12.4;
- (c) **“Business Day”** means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;
- (d) **“Change in Control”** means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;
- (e) **“City”** means the City of Vancouver;
- (f) **“Closing”** has the meaning ascribed thereto in Section 4.3;
- (g) **“Closing Date”** has the meaning ascribed thereto in Section 4.3;
- (h) **“Closing Time”** has the meaning ascribed thereto in Section 4.3;
- (i) **“Competent Authority”** means:
 - (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
 - (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
 - (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (j) **“Completion Times”** means the time(s) stated in Schedule C by which parts of the Supply must be delivered or completed, as such time(s) may be adjusted (including in relation to a particular instance of Supply), strictly in accordance with this Agreement;
- (k) **“Confidential Information”** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by a Party or any of its Representatives to another Party or its Representatives in connection with this Agreement, concerning:
 - (i) this Agreement; or
 - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party’s Group, including, without limitation, any information which is not generally known to

the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
 - (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
 - (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
 - (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
 - (vii) any information that the relevant Parties agree in writing is not confidential or may be disclosed; and
 - (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (l) **"Consent"** means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required under any Law or from any Competent Authority in connection with the Supply or a Site;
 - (m) **"Contractor Parties"** has the meaning ascribed thereto in Section 3.12(b);
 - (n) **"Contract Price"** means the amounts payable (subject to and in accordance with the terms of this Agreement) by a Purchaser to the Provider in return for the proper performance by the Provider of its obligations under this Agreement, as detailed in Schedule B;
 - (o) **"Defect"** means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;
 - (p) **"Documentation"** means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, deliverables, and other materials in whatever form, including but not limited to tangible copies and electronic forms, created either by or on behalf of the Provider for the Purchaser in question, or generated collaboratively by the Provider and such Purchaser in the course of the provision of the Supply under this Agreement;

- (q) **“Effective Date”** has the meaning ascribed to such term in Section 2.1;
- (r) **“Encumbrance”** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (s) **“Environmental Law”** means any Law which imposes any obligations relating to:
 - (i) the protection, management, conservation or restoration of the natural environment;
 - (ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
 - (iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
- (t) **“Existing Print Devices”** means the printing devices listed in Schedule J, including all documentation related thereto;
- (u) **“Force Majeure”** means, exhaustively, any:
 - (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
 - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
 - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Provider’s personnel and other employees, Subcontractors or any other person for whom the Provider is responsible;
 - (iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
 - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for a Party to perform its obligations under this Agreement;
- (v) **“Good Industry Practice”** means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Provider;
- (w) **“Group”** means:
 - (i) in respect of the Provider, the group constituted from time to time by:
 - (A) the Provider;

- (B) all persons that directly or indirectly control or are controlled by the Provider; and
 - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Provider; and
- (ii) in respect of a Purchaser, the group constituted from time to time by:
 - (A) the Purchaser; and
 - (B) all bodies corporate (if any) directly or indirectly controlled by the Purchaser.
- (x) **“Hazardous Substance”** means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
- (y) **“Intellectual Property Rights”** means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (z) **“Key Personnel”** means the persons named in Schedule D (Key Personnel) and any replacement(s) approved by the several Purchasers in accordance with ARTICLE 7;
- (aa) **“Law Enforcement Agencies”** has the meaning ascribed thereto in Section 3.12(b);
- (bb) **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the Supply, the Provider, a Site or any other lands affected by the Supply;
- (cc) **“Letter Agreement”** means an agreement in the form of Schedule E.
- (dd) **“OHS Requirements”** means all Laws applicable to the Supply and related to occupational health or safety, and all of the Policies that relate to occupational health or safety, and includes without limitation the WCA;
- (ee) **“Option to Purchase”** means the option to purchase the Rental Equipment contemplated by Section 3.13 and as set out in Schedule I;
- (ff) **“Other City Entity”** means each of the Vancouver Art Gallery Association and the Parking Corporation of Vancouver;

- (gg) **“Parties”** means the City, the VPB, and the Provider and **“Party”** means one of them or any of them, as the context requires;
- (hh) **“Permitted Creditor”** means a financial institution or other legitimate creditor of the Provider who deals at arm’s length from the Provider and has extended credit to the Provider specifically for the purpose of financing Provider’s obligations under this Agreement, but specifically excludes creditors who are affiliated or related to the Provider in any way or have extended credit for personal, non-business purchases or liabilities of the Provider;
- (ii) **“Permitted Encumbrance”** means a security interest (as that term is defined in the *Personal Property Security Act* (British Columbia) in favour of a Permitted Creditor, which is registered in priority to any security interest registered in favour of the Purchasers in respect of the subject matter of this Agreement;
- (jj) **“Permitted Purpose”** has the meaning ascribed thereto in Section 13.3;
- (kk) **“Policies”** means such reasonable procedures, standards, requirements, policies and the like as may be notified to the Provider from time to time by a Purchaser, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the Purchaser (as notified to the Provider);
- (ll) **“Proposal”** means the Provider’s proposal dated <redacted>, submitted by the Provider to the City in response to the RFP, which is attached as Schedule H;
- (mm) **“Provider”** means <redacted>;
- (nn) **“Provider’s Manager”** has the meaning ascribed to such term in Section 5.2(a);
- (oo) **“Purchase Price”** has the meaning ascribed thereto in Section 4.2;
- (pp) **“Purchasers”** means the City and the VPB and **“Purchaser”** means any one of them;
- (qq) **“Purchaser’s Manager”** has the meaning ascribed to such term in Section 5.1(a);
- (rr) **“Release”** means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;
- (ss) **“Rental Equipment”** means any and all goods that are supplied to the Purchasers as part of the Supply pursuant to the terms of this Agreement and which may be located at any time at the Sites;
- (tt) **“Representative”** means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;
- (uu) **“RFP”** means the City’s Request for Proposal number PS<redacted>;
- (vv) **“Safety Incident”** means:
- (i) a failure by the Provider or any Subcontractor to comply with any OHS Requirements; or

- (ii) any hazard, incident or accident caused by the Provider or a Subcontractor.
- (ww) **“Sales Tax”** has the meaning ascribed to such term in Section 14.1;
- (xx) **“Searches”** has the meaning ascribed thereto in Section 3.12(b);
- (yy) **“Service Level Agreement”** means the service level agreement set out in Section 15 of Schedule A (Statement of Work).
- (zz) **“Sites”** mean the Purchaser buildings or other Purchaser worksites at which any part of the Supply shall be performed, which Sites are expected to include those listed in Schedule F and **“Site”** means any one of them.
- (aaa) **“Subcontractor”** means any person named in a schedule to this Agreement as a subcontractor, or any other person appointed by the Provider, in accordance with this Agreement, to perform any part of the Supply;
- (bbb) **“Supply”** means the provision of the goods and services described in Schedule A and any other services to be provided by the Provider to a Purchaser pursuant to this Agreement;
- (ccc) **“Taxes”** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
 - (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
 - (ii) all withholdings on amounts paid to or by the relevant person;
 - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
 - (iv) any fine, penalty, interest or addition to tax;
 - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
 - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;
- (ddd) **“Term”** has the meaning ascribed to such term in Section 2.2(a);
- (eee) **“Variation”** has the meaning ascribed to such term in Section 3.8(a);
- (fff) **“VPB”** means the Vancouver Police Board;
- (ggg) **“VPD”** has the meaning ascribed thereto in Section 3.12(b); and

(hhh) “WCA” means the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for “agreement” requires the relevant agreement to be recorded in writing and signed by each of the affected Parties;
- (c) the words “include”, “includes”, “including” and “included” shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (f) “control” when used to describe a relationship between one person and any other person, has the following meanings:
 - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - (iii) the general partner of a limited partnership controls the limited partnership; and

- (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.4 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

| | |
|------------|--------------------------|
| Schedule A | Statement of Work |
| Schedule B | Prices for Supply |
| Schedule C | Completion Times |
| Schedule D | Key Personnel |
| Schedule E | Form of Letter Agreement |
| Schedule F | Sites |
| Schedule G | Reporting Requirements |
| Schedule H | Proposal |
| Schedule I | Option to Purchase |
| Schedule J | Existing Print Devices |
| Schedule K | Liquidated Damages |

ARTICLE 2 EFFECTIVENESS

2.1 Effective Date



This Agreement shall come into full force and effect on the date hereof (the “Effective Date”).

2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 10 and subject to the below Section 2.2(b), this Agreement shall terminate on the third anniversary of the Effective Date or on such other date as the Parties may agree in writing (the “Term”).
- (b) Subject to termination pursuant to ARTICLE 10, but notwithstanding Section 2.2(a), the Term may be extended for up two successive one-year periods following the third anniversary of the Effective Date, at the option of the Purchasers (acting together), upon written notice from the Purchasers to the Provider.

ARTICLE 3 SUPPLY; GENERAL TERMS

3.1 Supply

- (a) During the Term, the Provider shall provide the Supply to each of the several Purchasers in accordance with the requirements of this Agreement.
- (b) The Provider shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the Supply, to meet the business plans and requirements of the several Purchasers. Without limiting the foregoing:
 - (i) the Provider shall maintain a call centre, with Provider staff available from  a.m. to  p.m. on each Business Day, to receive calls from the Purchasers and their personnel, including requests for Supply, and the cost of

maintaining such call centre service shall be deemed to be included in the Contract Price; and

- (ii) the services listed in Schedule A shall be fully available to the Purchasers throughout the service times listed in Schedule A.
- (c) In connection with the Supply, the Provider shall provide to each of the Purchasers, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from the descriptions of the Supply herein or from the descriptions of proposed services, conveniences, materials or features in the Proposal, and the cost thereof shall be deemed to be included in the Contract Price. However, in the event of any conflict between: (i) this Agreement except for the Proposal; and (ii) the Proposal, then this Agreement shall be given effect.
- (d) The Provider shall take all steps which a prudent contractor would take to ensure that the performance of the Supply by the Provider shall not cause any computer systems of any Purchaser to become infected by any computer viruses or other malware, which could reasonably be expected to harm the Purchaser's computer systems.
- (e) In connection with the Supply, the Provider shall deliver to each Purchaser all of the reports required by Schedule G, at the times specified therein, and the cost of such reporting shall be deemed to be included in the Contract Price.
- (f) In connection with the Supply, each Purchaser shall provide to the Provider such information and assistance, which, in its discretion, it determines is appropriate in order to permit the Provider to carry out any Supply.
- (g) During the Term, the City may also, from time to time, direct the Provider to make Supply to one more of the Other City Entities at the price(s) specified herein and otherwise on the terms and conditions stated herein, and the Provider shall comply with each such direction. Moreover, the Provider shall, upon the further request of the City, promptly enter into a Letter Agreement (or failing that shall be deemed to have entered into a Letter Agreement) with the relevant Other City Entity memorializing that the Provider shall make Supply to such Other City Entity in accordance herewith.

3.2 Application to Prior Acts

Insofar as the Provider has commenced any part of the Supply prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of this Agreement, unless otherwise expressly agreed between the Provider and the relevant Purchaser.

3.3 Sufficiency and Competence of Personnel

- (a) The Provider shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by each of the several Purchasers.
- (b) The Provider warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.

3.4 Standards and Requirements

The Provider shall (and shall procure that its Subcontractors) provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- (a) all applicable Laws and Consents;
- (b) the specific requirements of Schedule A (Statement of Work) and Schedule C (Completion Times) and the instructions of the relevant Purchaser;
- (c) the relevant Purchaser's Policies; and
- (d) where no higher standard is expressly required of the Provider under this Agreement, Good Industry Practice,

and the Provider shall comply with the standards and requirements in Sections 3.4(a) to 3.4(d) in the order of priority in which such standards or requirements are listed (with Section 3.4(a) being of highest priority).

3.5 Consents

The Provider shall, at the Provider's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement, except to the extent otherwise expressly stated in the schedules hereto.

3.6 Warranties

<Section 3.6 to be supplemented as necessary to reflect additional proposed and negotiated warranty provisions.>

- (a) The Provider warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.
- (b) All goods or materials provided under the Agreement as part of the Supply shall be fully warranted for the Term, from the time of delivery to the Purchaser, against defects in design, manufacturing, materials, workmanship and performance, and the Provider affirms that (except as otherwise stated in Schedule A) such warranty shall be provided by the Provider if and to the extent not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.
- (c) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely.
- (d) Except as otherwise stated in Schedule A, all software supplied under this Agreement shall be the latest version of the same unless otherwise agreed in writing by the relevant Purchaser and shall include all software patches and fixes as required.
- (e) All warranty repairs and service shall be undertaken by the Provider and all costs and expenses associated with warranty replacements, repairs or service shall be the responsibility of the Provider, and the Provider shall indemnify each Purchaser in respect of all such costs and expenses.

- (f) If requested by a Purchaser, the Provider shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.
- (g) The Provider shall deliver to each Purchaser all such documentation as the Purchaser may require to evidence any warranty required by this Section 3.6 or to evidence the Provider's compliance with this Section 3.6, and the Provider shall assign all warranties, and do all other things necessary, to ensure that each Purchaser receives the full benefit of each warranty or other covenant set forth in this Section 3.6.

3.7 Relationship Between the Parties

- (a) The Provider in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as any Purchaser's agent unless expressly empowered to do so by the relevant Purchaser. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Provider and any other Party, and the Provider shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.
- (b) Each of the Purchasers intends to use the Provider as its preferred supplier of the goods and services described in Schedule A; however, none of the Purchasers is bound to treat the Provider as its exclusive supplier of any goods or services.

3.8 Variations Requested by a Purchaser

- (a) Any instruction given by a Purchaser which constitutes or gives rise to a variation from the scope of the Supply expressed in Schedule A (Statement of Work) or a time expressed in Schedule C (Completion Times), shall constitute a "Variation" and shall be governed by and subject to this Section 3.8.
- (b) During the Term, a Purchaser may at any time effect a Variation by notice in writing to the Provider, and the Provider shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Provider shall promptly give notice to the Purchaser).
- (c) If the Provider is of the opinion that a Variation justifies an increase to the Contract Price due from that Purchaser or a change to any of the Completion Times, the Provider must, as a condition to being entitled to any such increase to the Contract Price or change to the Completion Times, no later than five Business Days after the relevant Purchaser gives notice of the Variation, submit a claim to such Purchaser which sets out the Provider's assessment of the impact the Variation should have on the Contract Price due from that Purchaser for such Supply and on the Completion Times for such Supply, and thereafter:
 - (i) the relevant Purchaser shall consider that claim as soon as possible and may request the Provider to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Provider shall provide it to such Purchaser); and
 - (ii) within five Business Days after the receipt of all the information requested by the relevant Purchaser, the Provider and such Purchaser shall meet in order to agree any variations to the Contract Price due to that Purchaser for such

Supply or the Completion Times for such Supply, as necessary, which such agreement must be evidenced in writing.

- (d) If no agreement is reached under Section 3.8(c)(ii) within 10 Business Days of the relevant Purchaser's and the Provider's first meeting (or such other period as such Parties may agree), such Parties may then refer the matter for resolution in accordance with ARTICLE 15.
- (e) Notwithstanding the foregoing, each Purchaser shall be entitled to reasonably replace, revise, expand or modify its Policies at any time upon notice to the Provider, and no such change shall be considered to be a Variation.

3.9 Tests; Defects and Acceptance

- (a) Following the delivery of any part of the Supply, the applicable Purchaser may perform such practical tests of the Supply as such Purchaser reasonably deems necessary, and the Provider shall assist such Purchaser with all such tests, if and to the extent so requested by such Purchaser.
- (b) If the testing described in the foregoing Section 3.9(a) reveals, in the judgment of the relevant Purchaser, any Defects in the Supply, such Purchaser shall notify the Provider accordingly.
- (c) The Provider shall remedy at its own cost and risk Defects in the Supply that the Provider discovers or that are notified by the relevant Purchaser, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.

3.10 Title and Risk

Title to any good, work or improvement supplied by the Provider hereunder shall at all times remain with the Provider. Except as otherwise set out in this Agreement, the Provider is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the Supply in accordance with the requirements of this Agreement.

3.11 Obligations Several, Not Joint

The Purchasers are entering into this Agreement on a several basis, and not on a joint basis.

3.12 Access to the Sites

- (a) Subject to the following paragraphs of this Section 3.12, of the several Purchasers shall grant to the Provider non-exclusive, timely and in accordance with any agreed schedule, access (as each Purchaser is reasonably able to provide) to all necessary areas of the Sites (as each Purchaser determines), in order to allow the Provider:
 - (i) to perform the Supply and the Provider's other obligations in accordance with this Agreement; and
 - (ii) to take possession of the Existing Print Devices following the Closing.
- (b) The Provider acknowledges and agrees that the Vancouver Police Department ("VPD") or any other provincial, federal, regional, or municipal police force, police department or other law enforcement bodies (collectively, "**Law Enforcement Agencies**") may at any time and from time to time during or after the Term, conduct criminal records

searches, police history information searches and/or other background checks, investigations and searches (collectively, “**Searches**”) pertaining to: (i) the Provider; (ii) any principals, directors, managers, employees and agents of the Provider performing, directly or indirectly, any part of the Supply which involves, or may involve, access to Sites; (iii) the Subcontractor(s); or (iv) any principals, directors, managers, employees and agents of the Subcontractor(s) performing, directly or indirectly, any part of the Supply which involves, or may involve, access to the Sites (for the purposes of this Section 3.12 collectively, the “**Contractor Parties**”).

- (c) The Provider shall cause all Contractor Parties, as a condition of having access to or performing, directly or indirectly, any part of the Supply which involves, or may involve, access to any Site, to execute and deliver to the VPD, or on the request of the VPD, to any other Law Enforcement Agencies, a consent document setting out the individual’s consent and authorization to conduct any Searches, including without limitation consent to the collection and submission of such personal data and information as may be required to enable the VPD or other Law Enforcement Agencies to perform such Searches.
- (d) Without limiting any other term of this Agreement, the Provider agrees that each of: (i) the failure of any Contractor Party to deliver any consent or authorization required hereunder; or (ii) receipt by a Purchaser of notice from the VPD that the outcome of any Search is not satisfactory, shall be deemed to be a material default under this Agreement and in such event each Purchaser may, but shall not be obligated to, exercise any right or remedy that the Purchaser may have under this Agreement or at law, including without limitation, terminating this Agreement pursuant to Section 10.2(c) or denying access to any Contractor Parties to the Purchaser’s Sites.

3.13 Option to Purchase

The Provider now grants to each of the Purchasers an Option to Purchase on the terms and conditions set out in Schedule I.

ARTICLE 4 PURCHASE OF EXISTING CITY DEVICES

4.1 Purchase of Existing City Devices

The Provider shall purchase from the Purchasers and the Purchasers shall sell to the Provider the Existing Print Devices in accordance with the terms and conditions of this ARTICLE 4.

4.2 Purchase Price

The aggregate purchase price for the Existing Print Devices shall be \$_____. *[alternatively, reference applicable line item from commercial proposal]* (the “**Purchase Price**”). The Provider shall pay the Purchase Price to the Purchasers by cheque at the Closing or, with the written consent of the Purchasers, may set off the Purchase Price against amounts owing to the Provider by the Purchasers under this Agreement.

4.3 Closing

The closing of the transactions contemplated by this ARTICLE 4 (the “**Closing**”) shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the “**Closing Date**”). The consummation of the transactions contemplated by this ARTICLE 4 shall be deemed to occur at 12:01 a.m. on the Closing Date (the “**Closing Time**”).

4.4 Risk and Title

Risk in and title to the Existing Print Devices purchased by the Provider hereunder shall pass to the Provider at the Closing Time. The Purchasers shall deliver to the Provider any documentation, including a bill of sale, which the Provider may reasonably require to evidence the transfer of title in and to the Existing Print Devices to the Provider, free and clear of all Encumbrances.

4.5 Condition of the Existing Print Devices

The Provider acknowledges and agrees that:





- (a) it is purchasing and shall take possession of the Existing Print Devices in their “as is, where is” condition and acknowledges that it has previously been given the opportunity to and has conducted such investigations and inspections of the Existing Print Devices as it has deemed necessary or appropriate for the purposes of this ARTICLE 4; and
- (b) except as expressly stated in this Agreement, the Purchasers do not make any express or implied representations, statements, warranties or conditions of any kind of nature whatsoever concerning the Existing Print Devices, including without limitation any warranties regarding the condition or quality of any or all of the Existing Print Devices and any and all implied warranties of fitness for a particular purpose are disclaimed.

4.6 Disposal and Recycling of Existing Print Devices



The Provider shall recycle and/or dispose of any Existing Print Devices that are no longer capable of use as part of the Supply in an environmentally-friendly manner, in accordance with all Applicable Laws and with the Electronic Products Recycling Association British Columbia’s electronics recycling program.

ARTICLE 5 CONTRACT MANAGERS

5.1 Purchasers’ Managers

- (a)  and  (each a “Purchaser’s Manager”) each have full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b)  and  (each a “Purchaser’s Manager”) each have full authority to act on behalf of the VPB in relation to all matters arising under this Agreement.
- (c) Any instruction from a Purchaser to the Provider pursuant to this Agreement shall be issued through an executive officer of the Purchaser or through a Purchaser’s Manager of the relevant Purchaser and shall only be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 5.1 shall render any purported Purchaser instruction invalid. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual; nor does it apply to calls made by Purchaser personnel to the Provider’s call centre referred to in Section 3.1(b), provided that the requests made by such personnel shall be invalid if they exceed the scope of the call centre assistance services set out in this Agreement.
- (d) Notwithstanding the foregoing, each Purchaser’s Manager may, in writing, delegate his or her authority hereunder to others.

5.2 Provider's Managers

- (a)  and  (each a "Provider's Manager") each have full authority to act on behalf of the Provider in relation to all matters arising under this Agreement, and any instruction given by a Purchaser (through an executive officer or Purchaser's Manager) to either of them shall be deemed to be valid and effective, if given as stated in Section 5.1(c).
- (b) Each Provider's Manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the Provider and the several Purchasers.

5.3 Designation of New Managers




Each Purchaser may designate new Purchaser's Managers for itself, or remove that designation from any individual, and the Provider may designate new Provider's Managers, or remove that designation from any individual, from time to time, each at its own discretion. In the case of the Provider, any such designation or removal must be made in writing to the each of the Purchasers.

ARTICLE 6

PROVIDER'S WARRANTIES AND COVENANTS

6.1 General Representations and Warranties

The Provider represents and warrants that:

- (a) the Provider has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Provider is a  duly organized, validly existing and in good standing under the laws of  and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Provider is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Provider is an authorized warranty service provider for each of ;
- (e) the Provider has a valid City of Vancouver business license;
- (f) all statements made by the Provider in its Proposal are true and accurate;
- (g) the Provider is fully experienced in the management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;
- (h) the Provider possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (i) the Provider understands that the Purchasers are relying upon the skill, judgment and expertise of the Provider and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;

- (j) the Provider's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Sites;

6.2 General Health and Safety-Related Acknowledgements and Covenants

The Provider shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;
- (b) if the Supply involves any type of manual labour, prior to their attendance at any Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;
- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to each of the Purchasers as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the Purchasers the results of each such investigation;
- (g) to the extent a "prime contractor", as defined in the WCA, is not already designated by the relevant Purchaser for any portion of a Site, the Provider acknowledges and agrees that it is the prime contractor and assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA;
- (h) ensure that all electrical items installed by the Provider hereunder have been approved by the Canadian Standards Association and/or British Columbia Electrical Safety Branch and bear the appropriate label prior to deliver to a Site;
- (i) ensure that any items installed by the Provider do not exceed the Class B limits for radio noise emissions from digital apparatus set out in the *Radio Interference Regulations* of the Department of Communications (unless the prior contrary approval of the relevant Purchaser has been obtained in writing); and
- (j) ensure that all computer monitors installed by the Provider meet the Swedish MPR II Standard unless the prior contrary approval of the relevant Purchaser has been obtained in writing).

6.3 Covenants Regarding Violations of Health and Safety Requirements

Without prejudice to any remedies available to the Purchasers hereunder, if any Subcontractor or person employed or engaged by the Provider (or by a Subcontractor) violates any OHS Requirement, the Provider shall:

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the Purchasers and to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation;
- (d) communicate to each of the Purchasers its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 6.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by a Purchaser.

6.4 Covenants Regarding the Environment

- (a) The Provider shall:
 - (i) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Provider's expense;
 - (ii) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and
 - (iii) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by any Purchaser concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.
- (b) During the Term, the Provider shall not bring or store or permit to be used at any Site, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at any Site in compliance with all Laws (including Environmental Laws). The Provider shall not Release nor permit the Release of any Hazardous Substances into the environment. The Provider is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Provider or its Representatives or Subcontractors, and the Provider shall promptly and fully remediate, to the relevant Purchaser's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

6.5 Further Covenants Regarding the Sites

The Provider shall:

- (a) at its sole cost, keep any portion of any Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Provider's equipment in a good, workmanlike and safe manner; and
- (b) not to do anything at any Site which is or may become a nuisance, danger or disturbance to the relevant Purchaser or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.

6.6 Covenants Against Encumbrances

- (a) The Provider shall keep each Site and the goods included in the Supply, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any work or materials. In any event, if any Encumbrance has been filed in relation to a Site or any improvement thereon, or in relation to any goods included in the Supply, the Provider shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Provider.
- (b) The Provider acknowledges and agrees that, in the event the Provider fails to discharge any Encumbrance contemplated in Section 6.6(a) within 60 days of written notice of such Encumbrance being given by the relevant Purchaser, in addition to any other right or remedy, such Purchaser may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by such Purchaser shall be paid by the Provider to such Purchaser forthwith upon demand. In no case shall a Purchaser be required to investigate the validity of an Encumbrance prior to discharging the same in accordance with this Section 6.6(b).

6.7 Absence of Conflicts of Interest

- (a) Neither the Provider, nor any of its Representatives has given or shall give or offer to give to any Purchaser or any official, officer, employee or agent of any Purchaser any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Provider's knowledge, the Provider, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of any Purchaser, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the Term, the Provider shall declare it immediately in writing to each of the several Purchasers. The Purchasers may, together, direct the Provider to resolve any conflict or perceived conflict to the satisfaction of the several Purchasers. The Provider warrants that neither the Provider nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Provider's provision of the Supply.

ARTICLE 7 PERSONNEL

7.1 Separate Personnel

It is the intention of the Parties that any personnel utilized or supplied by the Provider or any Subcontractor hereunder shall remain employees of the Provider or Subcontractor, respectively, for the purposes of any applicable Law and no activity performed by such personnel shall be deemed to create or imply any employment or other like relationship between such personnel and any Purchaser. If contrary to this intention such personnel are treated as employees of any Purchaser for the purposes of any applicable Law, the Provider shall indemnify the relevant Purchaser against any loss, cost, expense, complaint, claim, levy, assessment, penalty or fine (including any Tax liability) resulting therefrom.

7.2 Changes in Personnel

Each Purchaser may request the removal or replacement of any personnel engaged by the Provider or any Subcontractor in relation to any part of the Supply to that Purchaser, provided that such request is made in writing stating the City's detailed reasons. The Provider shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement where the relevant Purchaser is of the opinion that the personnel in question are guilty of misconduct, do not have acceptable qualifications or are otherwise unable or unfit to perform satisfactorily and safely. If a Purchaser requests a replacement for a reason other than the immediately aforementioned reasons, the relevant Purchaser shall reimburse the Provider its reasonable properly incurred costs of replacement.

7.3 Key Personnel

- (a) Where there are Key Personnel the Provider shall:
 - (i) use best endeavours to retain Key Personnel for the duration of the provision of the Supply;
 - (ii) take reasonable steps to ensure that Key Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by each of the Purchasers in writing);
 - (iii) promptly inform the several Purchasers should any of the Key Personnel leave, or give notice of an intention to leave the Provider, and obtain a substitute or substitutes;
 - (iv) not reassign or allow the reassignment of the Key Personnel to other projects during the Term without each of the Purchasers' prior written consent (such consent not to be unreasonably withheld or delayed); and
 - (v) take all reasonable steps to ensure that the Key Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.
- (b) If:
 - (i) the Provider wishes to reassign or to replace an individual designated as Key Personnel; or

- (ii) an individual designated as Key Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,

the Provider shall provide a substitute with experience and qualifications equivalent or greater than the Key Personnel to be replaced, and shall provide documentation to the Purchasers to establish such experience and qualifications.

- (c) Key Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.

ARTICLE 8 PAYMENT; AUDITS

8.1 Payment to the Provider

- (a) Subject to ARTICLE 10 and Section 8.3, each Purchaser shall pay the Provider for the Supply to that Purchaser in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 8.2(a) and Section 8.3.
- (b) Unless otherwise expressly stated in the schedules hereto, the Provider shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Provider as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.
- (c) The Provider shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply and any other obligation under this Agreement. The Provider shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of goods, materials and labour) except as otherwise expressly stated in this Agreement.
- (d) Notwithstanding any other provisions of this Agreement, the Provider shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

8.2 Content of Invoices

- (a) Each of the Provider's invoices shall set out, as a minimum (and in such form or format as required by the relevant Purchaser):
 - (i) an itemized list of the amounts owing;
 - (ii) the time period to which the invoice relates;
 - (iii) a description of the portion of the Supply to which the invoice relates;
 - (iv) the total amounts payable under the invoice;
 - (v) all supporting documentation relating to disbursements; and

- (vi) such other information as the relevant Purchaser may require from time to time.
- (b) Any terms or conditions proposed by the Provider to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the relevant Purchaser may accept or be deemed to accept such terms or conditions.

8.3 Procedure for Invoices

- (a) The Provider shall submit each of its invoices to the City at City of Vancouver, Attention: Accounts Payable, P.O. Box 7757, 349 West Georgia Street, Vancouver, BC, V6B 0L5 or by email to APCentral@vancouver.ca. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The Provider shall submit each of its invoices to the VPB at 3585 Graveley Street, Vancouver, BC, V5K 5J5 or by email to APCentral@vancouver.ca. The VPB shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (c) No Purchaser shall be liable for any interest on any invoice amount in respect of any period for any reason.

8.4 Currency of Payment

All currency amounts stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

8.5 Contested Claims for Payment

If any item contained in an invoice submitted by the Provider is contested by the relevant Purchaser, such Purchaser shall give prompt notice thereof, together with reasons to the Provider.

8.6 Audits

- (a) The Provider shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the each Purchaser upon request. Each Purchaser may request copies of all such records and accounts which shall be provided to such Purchaser by the Provider (subject to reimbursement of the Provider's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after the termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Provider in accordance with this Section 8.6(a) shall be deemed to be Confidential Information;
- (b) Not later than three years after the termination of this Agreement, each Purchaser may itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Provider by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Provider in accordance with this Section 8.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Provider's reasonable requirements as to

confidentiality as the Provider deems (at its sole discretion) to be appropriate in the circumstances; and

- (c) Any overpayment by a Purchaser discovered during the course of any such audit pursuant to Section 8.6(b) shall be payable by the Provider to the relevant Purchaser within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Provider and the amount of those overpayments is no less than one quarter of the total amount paid by the Purchaser to the Provider in respect of the Supply, then the costs of the relevant audit shall be for the account of the Provider.

8.7 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which any Purchaser may have (whether in common law or equity), each Purchaser shall be entitled to deduct from and set off against any sum(s) otherwise due from it to the Provider hereunder any sums which are due from the Provider to the Purchaser or which the Provider is liable to pay to the Purchaser under this Agreement or in connection herewith (including without limitation any monies overpaid to the Provider under this Agreement or otherwise due and payable to the Purchaser by reason of any error in payment under this Agreement).

ARTICLE 9 LIABILITY, INSURANCE AND LIQUIDATED DAMAGES

9.1 Covenants of Indemnification by the Provider

- (a) The Provider shall indemnify and keep indemnified and hold each Purchaser, the Other City Entities and all of their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:
 - (i) any:
 - (A) damage to a Site or any part thereof, or any property whether located at a Site or otherwise, which occurs during the provision of the Supply;
 - (B) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);
 - (C) any infection of a computer or computer system by any virus or malware;
 - (D) damage to the natural environment, including any remediation cost recovery claims;
 - (E) loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Provider for any reason;
 - (F) occupational illness, injury or death of any person, whether at a Site or otherwise, which occurs during, or as a result of, the provision of the Supply;
 - (G) failure by the Provider to fully comply with the provisions of this Agreement;

- (H) breach by the Provider or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
- (I) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Provider or any Subcontractor in the provision of the Supply; or
- (J) breach of the warranties of the Provider contained herein,
in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Provider, a Subcontractor or any Representative of the Provider or any employee, agent or contractor of any of them; or
- (ii) any defect in a good, work or material provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.
- (b) Nothing in this Section 9.1 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Provider to any person, including without limitation any liability for:
 - (i) the Provider's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
 - (ii) any loss or damage flowing from the termination of this Agreement.
- (c) The Provider appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Provider contained in this Section 9.1 and the City accepts such appointment.
- (d) The Provider appoints the VPB as the trustee of its officials, officers, employees and agents in relation to the covenants of indemnification of the Provider contained in this Section 9.1 and the VPB accepts such appointment.

9.2 Conduct of Claims

In the event of any claims, statutory fees, costs, charges, penalties (including without limitation any legal costs), contributions, compensations, cost recoveries, expenses or fines being levied or claimed from a person in respect of which an indemnity is provided by the Provider pursuant to ARTICLE 9, the following provisions shall apply:

- (a) subject to Sections 9.2(b), 9.2(c) and 9.2(d), where it appears that a person is or may be entitled to indemnification from the Provider in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:
 - (i) approval by any relevant insurers (without prejudice to Section 9.2(f); and
 - (ii) the Provider providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

permit or require the Provider to dispute the claim on behalf of the person entitled to indemnification at the Provider's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give the Provider (provided at the Provider's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;

- (b) with respect to any claim conducted by the Provider pursuant to Section 9.2(a):
 - (i) the Provider shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;
 - (ii) the Provider shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and
 - (iii) the Provider shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;
- (c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:
 - (i) the Provider is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with Section 9.2(a); or
 - (ii) the Provider fails to comply in any material respect with the provisions of Sections 9.2(a) or 9.2(b);
- (d) the person entitled to indemnification pursuant to ARTICLE 9 shall be free at any time to give notice to the Provider that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 9.2(a) applies. On receipt of such notice the Provider shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Provider pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Provider whichever is the lesser of:
 - (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and
 - (ii) the amount paid to the person entitled to indemnification by the Provider in respect of the claim under the relevant indemnity,

provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Provider is repaid only to the

extent that the amount of such recovery aggregated with any sum recovered from the Provider exceeds any loss sustained by the person entitled to indemnification;

- (f) the Provider shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the person entitled to indemnification shall issue instructions accordingly; and
- (g) any person entitled to an indemnity from the Provider must take all reasonable measures to mitigate any loss, damage or liability that it may suffer in respect of any such matter.

9.3 Insurance

- (a) In addition to those mandatory insurance policies that the Provider is required to carry by any applicable Laws, the Provider shall take out and maintain in force, with a reputable insurance company, during the Term:
 - (i) and for a period of five years afterwards, commercial general liability insurance with coverage of not less than \$5 million per occurrence and at least \$5 million of annual aggregate coverage endorsing each Purchaser as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of each Purchaser;
 - (ii) Auto Liability insurance coverage of not less than \$5 million;
 - (iii) All Risk Property insurance coverage, including transportation/transit coverage (replacement cost), to cover equipment (including work (products) in-progress prior to delivery);
 - (iv) Professional Liability insurance with coverage of not less than \$2 million per claim and at least \$5 million of annual aggregate coverage; and
 - (v) WorkSafeBC coverage.
- (b) The Provider shall ensure that any Subcontractors also maintain the same insurance as the Provider, having regard to the obligations under this Agreement which they are contracted to fulfill.
- (c) The Provider's liabilities under this agreement shall not be deemed to be released or limited by the Provider taking out the insurance policies referred to in Section 9.3(a).
- (d) The cost of the insurances arising under this Section 9.3 shall be deemed to be incorporated into the prices specified in Schedule B.
- (e) As a condition precedent to any payment from any Purchaser to the Provider under this Agreement, and as and when reasonably requested by a Purchaser, the Provider shall provide documentary evidence (to the reasonable satisfaction of the Purchaser, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 9.3 have been taken out and are being maintained.

9.4 Liquidated Damages

The Parties acknowledge that the Provider's failure to comply with the requirements of the Service Level Agreement will cause the Purchasers to incur economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Purchasers of actual damages, and that liquidated damages represent a genuine estate thereof. Accordingly, in lieu of actual damages for the events of non-compliance with the Service Level Agreement described in Schedule K (Liquidated Damages), the Purchasers may deduct from any monies owing to the Provider for the Supply the amounts set out for such events of non-compliance in Schedule K. If monies owing to the Provider under this Agreement are less than the total amount of liquidated damages owed by the Provider to the relevant Purchaser under this Section 9.4, then any shortfall shall be immediately, upon written notice from the relevant Purchaser, be due and owing by the Provider to that Purchaser.

ARTICLE 10 FORCE MAJEURE; TERMINATION

10.1 Force Majeure

- (a) No Party shall be deemed to be in breach of this Agreement or otherwise liable to another Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If any Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
 - (i) it shall give written notice to the other Parties, specifying the nature and extent of the event of Force Majeure, within ten days after becoming aware of the event of Force Majeure;
 - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
 - (iii) it shall not be entitled to payment from any other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
 - (iv) the Completion Times shall be extended to take into account such delay; and
 - (v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Parties, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the other Parties, as to how to do so.

10.2 Purchaser Suspension and Termination Rights

Each Purchaser shall have the following rights:

- (a) Each Purchaser may at any time order the suspension of all or any part of the Supply to such Purchaser for such period as it determines, by notice with immediate effect to the

Provider; and upon receipt of any such notice of suspension, the Provider shall immediately cease performing the relevant Supply, minimise expenditure and comply with any reasonable instructions of such Purchaser.

- (b) Each Purchaser may terminate this Agreement (as between itself and the other Parties, but the Agreement shall subsist as between the Provider and the other Purchasers who have not terminated the Agreement hereunder) at any time (and for its convenience) upon 60 days' written notice to the other Parties, and the Provider shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply for such Purchaser and to minimise expenditure, including complying with any instructions from the Purchaser as to how to do so.
- (c) If a Purchaser reasonably considers that the Provider is not discharging any of its material obligations under this Agreement, the Purchaser may inform the Provider by notice stating the grounds for the notice. If evidence of remediation satisfactory to each Purchaser is not received by the several Purchasers from the Provider as soon as practicable or in any case within 14 days or such longer period as agreed by the several Parties, each Purchaser may by a further notice to the Provider of at least 14 days terminate this Agreement as between itself and the other Parties, but the Agreement shall subsist as between the Provider and the other Purchasers who have not terminated the Agreement hereunder).
- (d) Any Purchaser may terminate this Agreement (as to all parties) with immediate effect if:
 - (i) the Provider becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or
 - (ii) a Change in Control of the Provider occurs and the Purchasers have, together, reasonably determined that the Change in Control shall substantively affect the Provider's ability to perform its obligations under this Agreement.
- (e) Any Purchaser may:
 - (i) in any written notice of termination to the Provider pursuant to Sections 10.2(b), 10.2(c) or 10.2(d) ; or
 - (ii) by written notice to the Provider at least 60 days prior to the expiry of the Term,

elect to exercise its Option to Purchase all or any portion of the Rental Equipment (the "Included Items").

10.3 Provider Termination Rights

After giving at least seven days' written notice to each of the Purchasers, the Provider may terminate this Agreement (as to all Parties), or at its discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Supply when:

- (a) Ninety days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the relevant Purchaser and provided always that:
 - (i) the Provider has issued a notice of reminder to the relevant Purchaser following the due date for payment in relation to such unpaid sum; and
 - (ii) the termination notice may not be issued until the expiry of 30 days following the issue of such reminder notice; or
- (b) a Purchaser commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Provider of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s) such performance of this Agreement as a whole and further which, remain(s) irremediable after 60 days.

10.4 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Provider shall, as soon as reasonably practicable:
 - (i) deliver to the terminating Purchaser(s) all work and Documentation produced by or on behalf of the Provider during the course of performing the Supply for such Purchaser(s);
 - (ii) return (or destroy if otherwise directed by the applicable Purchaser in writing) all Confidential Information provided to it by the terminating Purchaser(s) for the purposes of this Agreement;
 - (iii) return all of the terminating Purchaser's(s') Site access cards, equipment and other items provided under this Agreement other than the Included Items, failing which, the relevant Purchaser(s) may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Provider shall be solely responsible for its or their safe-keeping;
 - (iv) if so requested by the terminating Purchaser(s), take reasonable steps to assign any Subcontractor contracts to such Purchaser(s) and do all things and execute all documents necessary to give effect thereto; and
 - (v) otherwise comply with all reasonable requirements of the terminating Purchaser(s) arising from the cessation of the Supply to such Purchaser(s).
- (b) The Provider shall be entitled to be paid its reasonable properly incurred costs of compliance with 12.04(a) and its reasonable demobilization costs, up to a maximum of \$10,000, in aggregate, save in circumstances in which a terminating Purchaser reasonably claims that the termination was a consequence of a Safety Incident or a default by the Provider in the provision of any part of the Supply, in which case all such costs shall be for the Provider's own account.
- (c) The Provider shall be entitled to payment for any completed portion of the Supply rendered to terminating Purchaser in full compliance herewith prior to the time of termination, in accordance with Schedule B (Prices for Supply).

10.5 Other Surviving Rights and Liabilities of Parties

- (a) Termination of this Agreement with respect to a Party shall not prejudice or affect the accrued rights or claims and liabilities of the Party.
- (b) After any termination of this Agreement with respect to any Party, the provisions of Sections 3.6 and 8.6, ARTICLE 9, ARTICLE 13 and ARTICLE 15 shall remain in force in relation thereto.

**ARTICLE 11
ASSIGNMENT AND SUBCONTRACTING**

11.1 Assignment

Except as set out in Section 8 of Schedule I (Option to Purchase), none of the Parties shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the others.

11.2 Subcontracting

- (a) The Provider shall not subcontract the whole or substantially all of the Supply.
- (b) Without prejudice to the foregoing Section 11.2(a), save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Provider may not subcontract any part of the Supply without the several Purchasers' prior written consent.
- (c) The Provider shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Provider to the several Purchasers upon request.
- (d) The Provider shall not without the written consent of the several Purchasers (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.
- (e) If the Provider is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the Purchasers of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the several Purchasers, acting reasonably.
- (f) The Provider shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Provider its employees or agents themselves.

**ARTICLE 12
INTELLECTUAL PROPERTY**

12.1 Software and Equipment Licenses

All software, computer equipment and other goods supplied by the Provider to a Purchaser pursuant to this Agreement will be supplied to the relevant Purchaser along with any and all licences, licence keys and documentation, which are necessary to permit the Purchaser to freely own, use and operate such software, computer equipment and other goods.

12.2 Assignment

The Provider acknowledges and agrees that each Purchaser is the exclusive owner of all right, title, and interests in and to the Documentation, including, without limitation, all Intellectual Property Rights therein. The Provider shall assign and hereby assigns to each Purchaser all right, title, and interests in and to the Documentation, including, without limitation, all existing and future Intellectual Property Rights in and to the Documentation, effective upon their creation to the fullest extent permitted by Law. Insofar as such right, title, and interest do not so vest automatically or immediately in a Purchaser by operation of law or under this Agreement, the Provider holds legal title of all right, title, and interests in and to the Documentation, including, without limitation, all Intellectual Property Rights therein, in trust for the relevant Purchaser and grants to such Purchaser an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence to, itself and through contractors and agents, use, copy, amend, reproduce, modify and create derivative works of such Documentation for any purpose. Such licence shall include the right to sub licence to any third party without restriction.

12.3 Provider Undertakings and Representations and Warranties

(a) The Provider undertakes:

- (i) to notify each Purchaser in writing of the full details of Documentation promptly upon its creation;
- (ii) whenever requested to do so by any Purchaser and in any event on the termination of this Agreement with respect to a Purchaser (as provided for in ARTICLE 10), promptly to deliver to the Purchaser all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any parts of the Documentation which are in its possession, custody or power;
- (iii) that the Provider shall not, either during the Term or thereafter, directly or indirectly, contest, or assist any third party to contest, any Purchaser's ownership of Documentation or of any Intellectual Property Rights related thereto, and
- (iv) not to register nor attempt to register any Intellectual Property Rights in Documentation unless requested to do so by the applicable Purchaser.

(b) The Provider represents and warrants to each Purchaser that:

- (i) it has not given and shall not give permission to any Subcontractor or third party to use any of the Documentation, nor any of the Intellectual Property Rights in the Documentation, other than as provided for in this Agreement or otherwise in accordance with the instructions of the relevant Purchaser;
- (ii) it has not given, and shall not give, to any Purchaser, nor shall it use in the provision of the Supply, any confidential material or documents of any former client or customer of the Provider or of any other third party, unless the Provider has received prior written authorization to do so from the relevant Purchaser and from the owner of the confidential material or documents;
- (iii) it has the absolute right to make the assignments of the right, title, and interest in and to the Documentation contemplated in this Agreement and to grant the rights granted under this Agreement;

- (iv) it is unaware of any use by any third party or any unauthorized use by a Subcontractor of any of the Documentation or any Intellectual Property Rights in the Documentation; and
- (v) the use of the Documentation or the Intellectual Property Rights in the Documentation by a Purchaser shall not, to the knowledge of the Provider, infringe any Intellectual Property Rights of any third party.

12.4 Background Intellectual Property

Notwithstanding and superseding anything to the contrary in this ARTICLE 12, each Party retains title to all Intellectual Property Rights owned or possessed by it or any of its affiliates prior to or independent of performance of this Agreement and used by it in fulfilling its obligations under this Agreement, as well as any modifications or improvements made thereto in the course of performing this Agreement (“**Background IP**”). To the extent that a Party acquires any right, title, or interest in and to any aspect of the modifications or improvements to the Background IP of another Party, such second Party shall assign such right, title, and interest to the first Party, immediately following such acquisition. If any of the Provider’s Background IP is included in or required to use the Documentation provided by the Provider to a Purchaser, the Provider hereby grants to such Purchaser an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, transferable and non-exclusive licence (including the right to sub-licence only to members of the Purchaser’s Group) to, itself and through contractors and agents, use, copy, amend, reproduce, modify, create derivative works of, use, commercialize, and otherwise exploit the Provider’s Background IP but only to the extent required to use such Documentation for the purpose (or any reasonably inferred purpose) for which it has been provided or for the provision of the Supply under this Agreement.

12.5 Provider Employees’ and Subcontractors’ Rights

The Provider:

- (a) warrants that the Provider’s employees, Subcontractors and agents have waived or shall have waived in whole all moral rights (including, without limitation, any similar rights allowing the rights holder to restrain or claim damages for any distortion, mutilation, or other modification of works or any part thereof, and to restrain use or reproduction of works in any manner) they may have in the Documentation;
- (b) indemnifies the Purchasers, and their respective officers, agents, contractors and employees against any liability, cost, loss or damage (including legal costs on a solicitor-client basis) suffered or incurred that arises under any breach of the warranty contained in Section 12.5(a); and
- (c) must do all things requested by any of the Purchasers, including signing or procuring the signature of particular forms, to give full effect to Section 12.5(a).

12.6 No Additional Remuneration

The Provider acknowledges that, except as provided by Law, no further remuneration or compensation (beyond that expressly provided for in this Agreement) is or may become due to the Provider in respect of the performance of its obligations under this ARTICLE 12.

ARTICLE 13 PRIVACY; CONFIDENTIALITY

13.1 Freedom of Information and Protection of Privacy Act

The Provider acknowledges that the some or all of the Purchasers are subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on their contractors to protect all personal information acquired from them in the course of providing any service to them.

13.2 No Promotion

The Provider shall not, and shall ensure that its Subcontractors shall not, disclose or promote any relationship with any Purchaser, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the relevant Purchaser.

13.3 Confidentiality Obligations

Each Party shall keep the Confidential Information of each other Party confidential and each Party shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or where, in the case of a Purchaser, otherwise necessary to pursue the public business of the Purchaser (a “**Permitted Purpose**”), or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 13.

13.4 Disclosure to Representatives

A Party may disclose another Party’s Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives’ compliance with the confidentiality obligations set out in this ARTICLE 13.

13.5 Disclosures Required by Law

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the affected Party before doing so, gives such other Party a reasonable opportunity to take any steps that such Party considers necessary to protect the confidentiality of its information, and notifies the third person that the information is confidential information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

13.6 Other Disclosures by the Purchasers

The Purchasers’ obligations under this ARTICLE 13 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), to the extent applicable, and, notwithstanding any other provision of this ARTICLE 13, the Purchasers may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including without limitation in the course of publicly reporting to the Vancouver City Council or the governing boards of the other Purchasers.

13.7 Interpretation; Enforcement and Survival

- (a) Notwithstanding anything in this ARTICLE 13 to the contrary, nothing in this ARTICLE 13 shall affect the Parties' rights and obligations under ARTICLE 12.
- (b) The Parties acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 13 could cause an affected Party to suffer loss which may not be adequately compensated for by damages and that such other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

ARTICLE 14 TAXES

14.1 Taxes for Own Accounts

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by a Party pursuant to any applicable Laws as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the Contract Price includes all such Taxes, except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "**Sales Tax**") as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

14.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if a Purchaser determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the Purchaser may:
 - (i) withhold an amount from a payment made to the Provider; and
 - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 14.2(a) is paid by a Purchaser to the relevant Competent Authority, it is deemed to have been paid to the Provider on the date on which the remainder of the payment to which it relates was paid to the Provider.
- (c) The Provider agrees and acknowledges that it has no claim against any Purchaser for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 14.2(a).
- (d) If a Purchaser does not withhold an amount under Section 14.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Provider agrees to pay that amount to the Purchaser, upon request by the Purchaser.
- (e) The Provider agrees that no Purchaser shall be required to increase any payment to the Provider by the amount withheld by such Purchaser under Section 14.2(a)

ARTICLE 15 DISPUTE RESOLUTION

15.1 Optional Procedure

All claims, disputes or issues in dispute between or among Parties in relation to this Agreement shall be decided by mediation or arbitration, if the relevant Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

15.2 Arbitration

In the event that Parties agree to arbitration pursuant to Section 15.1:

- (a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the relevant Parties, and failing agreement by such Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia;
- (b) the relevant Parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
- (c) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

ARTICLE 16 MISCELLANEOUS

16.1 Time of the Essence

Time is of the essence of this Agreement, including without limitation in relation to the Completion Times.

16.2 Costs

Each of the Parties hereto shall pay their respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

16.3 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Sections 16.3(a) or 9.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Purchasers and the Provider.

16.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms,

conditions, undertakings or collateral agreements, express, implied or statutory, between or among the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

16.5 Amendments and Waiver

Subject to Section 3.8, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by each of the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

16.6 Notices

- (a) Any order, demand, notice or other communication to be given to a Party in connection with this Agreement must be given in writing and must be given by personal delivery to a Purchaser's Manager or a Provider's Managers, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation), addressed to a Purchaser's Manager or a Provider's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party. If given by registered mail, courier or electronic transmission, any such demand, notice or other communication must be given at the relevant address or facsimile number listed below:

- (i) if to the Provider:

<📧 Provider Name>
<📧 address>

Attention: <📧>
Facsimile: <📧>

- (ii) if to the City:

City of Vancouver
Financial Services - Supply Management
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: Chief Purchasing Official
Facsimile: 604-873-7057

- (iii) if to the VPB:

Vancouver Police Board
Financial Services Section

Attention: Senior Director of Finance
Facsimile: 604-257-8751

or to such other address or facsimile number as may be designated by notice given by any Party to another, provided that, notwithstanding the foregoing, the Provider's invoices shall addressed as specified in Section 8.3.

- (b) Any order, demand, notice or other communication shall be conclusively deemed to have been given:
 - (i) if given by personal delivery, on the day of actual delivery thereof;
 - (ii) if given by registered mail, on the tenth Business Day following the deposit thereof in the mail;
 - (iii) if given by courier, on the Business Day following confirmation by the courier that the notice has been delivered; and
 - (iv) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

16.7 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
 - (i) as otherwise agreed by the Parties pursuant to ARTICLE 15; and
 - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 15 or any judgment of any court in the Province of British Columbia.

16.8 Further Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

16.9 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

16.10 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

16.11 Electronic Execution

Delivery of an executed signature page to this Agreement by any Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories.

< PROVIDER NAME >

Signature

Print Name and Title

Signature

Print Name and Title

CITY OF VANCOUVER

Signature

Print Name and Title

Signature

Print Name and Title

VANCOUVER POLICE BOARD

Signature

Print Name and Title

Signature

Print Name and Title

**SCHEDULE A -
STATEMENT OF WORK**

<The Scope of the Provider's Supply, as finally negotiated and agreed, shall be clearly expressed in this Schedule A.>

**SCHEDULE B -
PRICES FOR SUPPLY**

<The contents of this schedule should be comprehensive, detailed and tied to the descriptions of Supply in Schedule A.>

| <u>ITEM</u> | <u>PRICE/UNIT</u> |
|---|--|
| | |
| | \$<[redacted]> per <[redacted]> [unit type]> |
| | \$<[redacted]> per <[redacted]> [unit type]> |
| | \$<[redacted]> per <[redacted]> [unit type]> |
| | |
| | \$<[redacted]> per <[redacted]> [unit type]> |
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| | \$<[redacted]> per <[redacted]> [unit type]> |
| | \$<[redacted]> per <[redacted]> [unit type]> |
| | \$<[redacted]> per <[redacted]> [unit type]> |
| All obligations of the Provider described in the Agreement and not specifically listed above in this table. | \$0. (The cost of the discharge of such Provider obligations is included in the prices set forth above.) |

Notwithstanding any other provision hereof, if the Provider is, at any time during the Term, party to a contract with another customer pursuant to which the Provider charges effective prices lower than the prices charged to the Purchasers for reasonably comparable services, the above-listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.

**SCHEDULE C -
COMPLETION TIMES**

<The contents of this schedule should be tied to the items of Supply in Schedule A.>

| <u>ITEM</u> | <u>COMPLETION TIME</u> |
|-------------|--------------------------------------|
| | |
| | <🖨️ Description of time requirement> |
| | <🖨️ Description of time requirement> |
| | <🖨️ Description of time requirement> |
| | |
| | <🖨️ Description of time requirement> |
| | <🖨️ Description of time requirement> |
| | <🖨️ Description of time requirement> |
| | |

**SCHEDULE D -
KEY PERSONNEL**

<📎NTD: To be included if applicable.>

**SCHEDULE E -
FORM OF LETTER AGREEMENT**

[Date]

<📧 Add Provider Name and Address>

Dear Sir or Madam,

Re: Agreement based upon the Supply Agreement between <📧 Provider Name> and City of Vancouver and Vancouver Police Board dated <📧> (the “**Base Agreement**”)

The purpose of this letter agreement (this “**Agreement**”) is to set out the terms and conditions upon which <📧 Provider Name> (the “**Provider**”) shall supply a managed print services solution to **[Name of Other City Entity]** (the “**Added Purchaser**”).

Please have a duly authorized representative of the Provider execute this Agreement and return one copy to the Purchaser.

1. Application of Base Agreement

The Provider shall supply a managed print services solution to the Purchaser at the price(s) and otherwise pursuant to the terms and conditions stated in the Base Agreement, as though each reference to a Purchaser in the Base Agreement were a reference to the Added Purchaser, with the exceptions stated in the following Section 2.

2. Variations from the Base Agreement


- (a) The Provider’s invoices to the Added Purchaser shall be submitted to the following mailing and/or email addresses, rather than to any of the addresses stated in Section 8.3 of the Base Agreement: **[Address]**. The Added Purchaser’s contact information for purposes of the application of Section 16.6 of the Base Agreement shall be the following rather than any address, contact name and facsimile number stated in the Base Agreement: **[Address, Contact Name and Fax number]**
- (b) Section 3.1(g) of the Base Agreement shall be excluded from the agreement between the Provider and the Added Purchaser.

3. Miscellaneous

- (a) This Agreement shall terminate upon the expiry or termination of the Base Agreement.
- (b) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (c) This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Agreement by signing any counterpart. Delivery of an executed signature page to this Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

Yours truly,

[Name and Title of Other City Entity
Signatory]

Accepted and agreed on behalf of  Provider Name:

Signed: _____

Date: _____

Name: _____

Title: _____

SCHEDULE F -
SITES

<📎 To be added (substantially consistently with the RFP)>

**SCHEDULE G -
REPORTING REQUIREMENTS**

 To be added. Expected to be substantially consistent with the reporting requirements described in Annex 1 of the RFP.>

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART D - FORM OF AGREEMENT

SCHEDULE H -
PROPOSAL

<To be added. Depending on the comprehensiveness of the Proposal, it may also be necessary to incorporate certain sections of the RFP into the Agreement.>

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART D - FORM OF AGREEMENT

SCHEDULE I -
OPTION TO PURCHASE

1. **Grant of Option**

The Provider now grants to each Purchaser the exclusive and irrevocable option to purchase (the “**Option to Purchase**”) the Rental Equipment free and clear of all liens, charges and encumbrances.

2. **Terms and Conditions of Exercise**

This Option to Purchase may be exercised by a Purchaser in accordance with Section 10.2(e) of the Agreement and will be effective with respect to the Included Items on effective date of termination or expiry of the Agreement (the “**Transfer Date**”).

3. **Effect of Exercise**

Exercise of this Option to Purchase will constitute a binding contract of purchase and sale for the Included Items. The contract arising from the exercise of this Option to Purchase will be completed as follows:

- (a) The Provider will, at the Provider’s sole cost and expense, have the Provider’s lawyer prepare, or caused to be prepared, by not later than the Transfer Date, all necessary conveyance documents in respect of the Included Items including, without limitation, a bill of sale absolute (the “**Bill of Sale Absolute**”), discharges of liens, charges and encumbrances and any other necessary or appropriate documentation. Each of the Provider and Purchasers will pay their own legal fees. The Provider, however, will pay all fees and disbursements associated with registering all financing statements and other documents at the Personal Property Registry.
- (b) The Provider will execute and deliver to the applicable Purchaser or Purchasers as of the Transfer Date, the Bill of Sale Absolute containing the usual covenants conveying the Included Items to the applicable Purchaser or Purchasers free and clear of all liens, charges and encumbrances. The Provider will also execute and deliver as of the Transfer Date any other documents or instruments as may reasonably be required by the Purchaser or Purchasers for the purpose of completing the contract of purchase and sale of the Included Items, including if requested by a Purchaser, such documents or instruments as may be required for the registration of discharges and financing change statements at the Personal Property Registry.
- (c) Title, risk of loss or damage, and possession of the Included Items will transfer to the applicable Purchaser on the date when transfer of title is effected and the purchase price is paid.
- (d) At all times and from time to time prior to the exercise of this Option to Purchase, the applicable Purchaser or Purchasers will have full right of access to the Included Items in order to conduct surveys, assessments, inventories, studies and tests including valuations and audits.
- (e) The purchase price for the Included Items will be payable by the Purchasers to the Provider as of the date when title transfers to the Purchasers in accordance with this

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART D - FORM OF AGREEMENT

Option to Purchase, provided always that the Purchasers and Provider will settle or determine the purchase price on the following terms and conditions:

- (i) The Purchasers and the Provider will negotiate in good faith, as early as reasonably possible, to settle a purchase price for the Included Items, which will be the lesser of fair market value as of the Transfer Date and cost, except that, if the parties are unable to agree on that purchase price as of the Transfer Date, the Purchasers will appoint a chartered accountant, who is a member in good standing of the Institute of Chartered Accountants of British Columbia, or such other qualified asset valuator as the parties may agree in writing, and who is at arm's length from the Purchasers and the Provider, to determine that purchase price, and the Purchasers and the Provider will each be responsible for 50% of the chartered accountant's or asset valuator's, as the case may be, fees and disbursements, and will pay the amount it owes to the chartered accountant or asset valuator, as the case may be, on demand. Any price determined in advance of the date as of which title is transferred and the purchase price paid, will be adjusted as of that date to reflect any variations in value in the meantime.
- (ii) The Purchasers will pay the Provider the purchase price for the Included Items as settled or determined under Section 3(e)(i) above, at such time as title is transferred to the Purchasers in accordance with this Option to Purchase, or if the price has not by then be decided on, then at such time as the price has been determined, subject to deduction by the Purchasers of any amount the Provider then owes to the Purchasers.

4. Priority of Option to Purchase Over All Other Charges

The Provider will ensure that this Option to Purchase is registered in priority to all liens, charges and encumbrances except the Permitted Encumbrances.

6. No Further Encumbrances/Subdivisions Permitted

The Provider will not permit any liens, charges or encumbrances to be registered against the Rental Equipment save and except:

- (a) Permitted Encumbrances, and
- (b) other encumbrances which the Purchasers first agree to in writing.

7. Provider's Representations

Regardless of any independent investigations that the Purchasers may cause to be made, the Provider will represent and warrant to the Purchasers, as of the date of transfer of title to the Purchasers of any Included Items, that:

- (a) the Provider has good, safeholding and marketable title to the Included Items, free and clear of all liens, encumbrances, charges, encroachments, defects in title, equities or claims, and
- (b) the Provider has no indebtedness to any person or governmental authority which might by operation of law or otherwise constitute a lien, charge or encumbrance on the Included Items or which could affect the Purchasers' right from and after the exercise of this Option to Purchase to own and use the Included Items.

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART D - FORM OF AGREEMENT

8. Assignment

Either Purchaser may assign, without the consent of the Provider, its Option to Purchase to any person or entity that the Purchaser has contracted with or has identified as a successful proponent in a competitive procurement process to provide managed print services to the Purchaser following the Term.

9. Interpretation

- (a) All terms and conditions of this Option to Purchase which by their nature require performance or fulfillment following the exercise of the Option to Purchase or the Transfer Date will survive and not merge with any transfer or agreement delivered in connection with the completion of the transfer of the Included Items.
- (b) This Option to Purchase and the contract constituted by the exercise of it will enure to the benefit of and be binding upon the parties and their successors and assigns and for further certainty will charge and bind the Rental Equipment and the Provider's successors in title.

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART D - FORM OF AGREEMENT

SCHEDULE J -
EXISTING PRINT DEVICES

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART D - FORM OF AGREEMENT

SCHEDULE K -
LIQUIDATED DAMAGES

[NOTE TO PROPONENTS: This Schedule has been drafted based on the initial Service Level Agreement set out in the draft Statement of Work. The events of non-compliance and associated liquidated damage amounts are subject to negotiation in the RFP process]

The Provider will incur the following liquidated damages on the occurrence of the following events of non-compliance with the Service Level Agreement. Capitalized terms used in this Schedule K and not defined in Section 1.1 have the meaning given to them in Schedule A.

| Service Level Agreement Item | Event of Non-Compliance with Service Level Agreement | Amount of Liquidated Damages per Occurrence |
|--|---|---|
| Initial Response for Break-Fix Request | Failure to achieve initial response and assessment within 1 Print Support Hour of the applicable Clock Start Time <i>[XX times within a calendar month]</i> . | |
| Break-Fix of a Multi-Function Device (MFD and SFP) | (i) Failure to resolve 95% of Service Requests at High Priority Locations within 3 Print Support Hours of the applicable Clock Start Time in a <i>[calendar month]</i> . (ii) Failure to resolve 90% of Service Requests at Standard Priority Locations within 1 Print Support Day of the applicable Clock Start Time in a <i>[calendar month]</i> . | |
| Availability of functional MFD and SFP at Location (where Location has one or more MFPs or SFPs) | (i) Failure to achieve 99.9% availability of at least one SFP at a High Priority Location during the Print Support Window within a <i>[calendar month]</i> . (ii) Failure to achieve 98% availability of at least one SFP at a Standard Priority Location or neighbouring Location that is within one floor during the Print Support Window in a <i>[calendar month]</i> . For greater certainty, the amount of liquidated damages set out for the events of non-compliance described in (i) and (ii) above will be assessed and charged to the Provider for each Location. | |
| Overall Equipment Uptime (SFP and MFD) | (i) Failure to achieve an aggregate 98% uptime of all installed printing devices at High Priority Locations during Print Support Window in a <i>[calendar month]</i> . (ii) Failure to achieve an aggregate 95% uptime of all installed printing devices at Standard Priority Locations during Print Support Window in a <i>[calendar month]</i> . | |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
PART D - FORM OF AGREEMENT

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| Onsite Response | (i) Failure to arrive at a High Priority Location within 3 Print Support Hours of the applicable Clock Start Time. (ii) Failure to arrive at a Standard Priority Location within 6 Print Support Hours of the applicable Clock Start Time. | |
| Help Desk Response | Failure to answer 70% of calls to Help Desk within 60 seconds and 90% of calls to Help Desk within 3 minutes in a <i>[calendar month]</i> . | |
| Consumable Availability | (i) Failure to make available Consumables at a High Priority Location at least 99.99% of the time in a <i>[calendar month]</i> . (ii) Failure to make available Consumables at a Standard Priority Location at least 98% of the time in a <i>[calendar month]</i> . For greater certainty, the amount of liquidated damages set out for the events of non-compliance described in (i) and (ii) above will be assessed and charged to the Provider for each Location. | |
| Restock Consumable | (i) Failure to restock Consumables at a High Priority Location within 2 Print Support Hours of Clock Start Time. (ii) Failure to restock Consumables at a Standard Priority Location within 4 Print Support Hours of Clock Start Time. | |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE A - PHASE 1 EVALUATION RESPONSE FORM

Instructions: The City will evaluate Proposals in two phases: Phase 1 Qualification, in which the City intends to short-list Proponents to participate in Phase 2; and Phase 2 Proposed Solution, in which the City intends to select a successful Proponent.

In Phase 1 Qualification, Proponents must provide responses to the following Phase 1 Evaluation Criteria:

- A - Capability
- B - MPS Implementation Experience of Proposed Transition, Implementation, and Sustainment Teams
- C - Sustainability
- D - Approach for CoV
- E - Relevant References
- F - Pricing
- G - Mandatory Requirements

The City Group will review only relevant information; therefore by way of guidance, each Proposal submitted (inclusive of Schedule A - Phase 1 Evaluation Response Form) should contain between 60 to 100 pages in total.

Proponents wishing to obtain the MPS City Data workbook must email diana.chan@vancouver.ca to request a Non-Disclosure Agreement ("NDA"), sign the NDA, and scan the signed NDA, accompanied by the Proponent's current credit report, to diana.chan@vancouver.ca. At the City's sole and absolute discretion, the City may release the MPS City Data workbook to Proponents that the City determines to be in the business of managed print services as described in this RFP.

Proponents must provide responses to Phase 1 Evaluation Criteria according to the format below.

PHASE 1 EVALUATION CRITERIA

A - Capability

- 1) Insert or attach the Proponent's most recent Annual Report (e.g. 2012 or 2013).
- 2) Insert or attach the Proponent's second most recent Annual Report (e.g. 2012 or 2011).
- 3) Insert or attach the Proponent's current Credit Report.
- 4) On a separate page, insert or attach the Proponent's Strategy & Vision Statement related to Print (maximum 500 words).

B - MPS Implementation Experience of Proposed Transition, Implementation, and Sustainment Teams¹

- 1) The Proponent's proposed Transition Team include the following key personnel:

- | | |
|------|--|
| a) | name / title / current role / number of years' experience in current role / located in which city |
| i) | name of client #1 that the team member has serviced in his/her current role |
| ii) | description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| iii) | name of client #2 that the team member has serviced in his/her current role |
| iv) | description of the project executed by the team member in his/her current role, for client #2 etc. |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE A - PHASE 1 EVALUATION RESPONSE FORM

| | |
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| b) name / title / current role / number of years' experience in current role / located in which city | |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | iii) name of client #2 that the team member has serviced in his/her current role |
| | iv) description of the project executed by the team member in his/her current role, for client #2 etc. |
| c) name / title / current role / number of years' experience in current role / located in which city | |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | iii) name of client #2 that the team member has serviced in his/her current role |
| | iv) description of the project executed by the team member in his/her current role, for client #2 etc. |
| d) name / title / current role / number of years' experience in current role / located in which city | |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | iii) name of client #2 that the team member has serviced in his/her current role |
| | iv) description of the project executed by the team member in his/her current role, for client #2 etc. |
| e) name / title / current role / number of years' experience in current role / located in which city | |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | iii) name of client #2 that the team member has serviced in his/her current role |
| | iv) description of the project executed by the team member in his/her current role, for client #2 etc. |
| Note: Additional lines (i.e. f), g), etc.) may be inserted, if the Proponent has additional key personnel in the proposed Transition Team. | |
| 2) The Proponent's proposed Implementation Team will have the following key personnel: | |
| a) name / title / current role / number of years' experience in current role / located in which city | |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | iii) name of client #2 that the team member has serviced in his/her current role |
| | iv) description of the project executed by the team member in his/her current role, for client #2 |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE A - PHASE 1 EVALUATION RESPONSE FORM

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| | <i>etc.</i> |
| | b) name / title / current role / number of years' experience in current role / located in which city |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | <i>iii) name of client #2 that the team member has serviced in his/her current role</i> |
| | <i>iv) description of the project executed by the team member in his/her current role, for client #2</i> |
| | <i>etc.</i> |
| | c) name / title / current role / number of years' experience in current role / located in which city |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | <i>iii) name of client #2 that the team member has serviced in his/her current role</i> |
| | <i>iv) description of the project executed by the team member in his/her current role, for client #2</i> |
| | <i>etc.</i> |
| | d) name / title / current role / number of years' experience in current role / located in which city |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | <i>iii) name of client #2 that the team member has serviced in his/her current role</i> |
| | <i>iv) description of the project executed by the team member in his/her current role, for client #2</i> |
| | <i>etc.</i> |
| | e) name / title / current role / number of years' experience in current role / located in which city |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | <i>iii) name of client #2 that the team member has serviced in his/her current role</i> |
| | <i>iv) description of the project executed by the team member in his/her current role, for client #2</i> |
| | <i>etc.</i> |
| | Note: Additional lines (i.e. f), g), etc.) may be inserted, if the Proponent has additional key personnel in the proposed Implementation Team. |
| | 3) The Proponent's proposed Sustainment Team will have the following key personnel: |
| | a) name / title / current role / number of years' experience in current role / located in which city |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | <i>iii) name of client #2 that the team member has serviced in his/her current role</i> |
| | <i>iv) description of the project executed by the team member in his/her current role, for client #2</i> |

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE A - PHASE 1 EVALUATION RESPONSE FORM**

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| | <i>etc.</i> |
| | b) name / title / current role / number of years' experience in current role / located in which city |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | <i>iii) name of client #2 that the team member has serviced in his/her current role</i> |
| | <i>iv) description of the project executed by the team member in his/her current role, for client #2</i> <i>etc.</i> |
| | c) name / title / current role / number of years' experience in current role / located in which city |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | <i>iii) name of client #2 that the team member has serviced in his/her current role</i> |
| | <i>iv) description of the project executed by the team member in his/her current role, for client #2</i> <i>etc.</i> |
| | d) name / title / current role / number of years' experience in current role / located in which city |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | <i>iii) name of client #2 that the team member has serviced in his/her current role</i> |
| | <i>iv) description of the project executed by the team member in his/her current role, for client #2</i> <i>etc.</i> |
| | e) name / title / current role / number of years' experience in current role / located in which city |
| | i) name of client #1 that the team member has serviced in his/her current role |
| | ii) description of the project executed by the team member in his/her current role, for client #1 |
| | <i>add more lines below, to list additional clients</i> |
| | <i>iii) name of client #2 that the team member has serviced in his/her current role</i> |
| | <i>iv) description of the project executed by the team member in his/her current role, for client #2</i> <i>etc.</i> |
| | Note: Additional lines (i.e. f), g), etc.) may be inserted, if the Proponent has additional key personnel in the proposed Sustainment Team. |
| | 4) The Proponent will use the following subcontractors for Transition (if none, indicate 'None')²: |

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE A - PHASE 1 EVALUATION RESPONSE FORM**

5) The Proponent will use the following subcontractors for Implementation (if none, indicate 'None')²:

6) The Proponent will use the following subcontractors for Sustainment (if none, indicate 'None')²:

C - Sustainability

1) Sustainability Program example #1, developed by the Proponent for the Proponent's client:

a) brief description of program provided

b) client name, number of employees, type of business, contact name/email/telephone number (reference letter optional)

c) summary of baseline metrics developed, measured and reported, including one or more sample report(s)

d) description of plans to reduce paper use, and summary of outcomes

e) description of methodology(ies) to reduce energy use and GHG emissions for print operations, and summary of outcomes

f) description of methodology(ies) to reduce waste generated, related to consumables and EOL disposition, and summary of outcomes

g) examples of devices deployed to client that are Energy Star-certified and/or ECOLOGO-certified, or equivalent

2) Sustainability Program example #2, developed by the Proponent for the Proponent's client:

a) brief description of program provided

b) client name, number of employees, type of business, contact name/email/telephone number (reference letter optional)

c) summary of baseline metrics developed, measured and reported, including one or more sample report(s)

d) description of plans to reduce paper use, and summary of outcomes

e) description of methodology(ies) to reduce energy use and GHG emissions for print operations, and summary of outcomes

f) description of methodology(ies) to reduce waste generated, related to consumables and EOL disposition, and summary of outcomes

g) examples of devices deployed to client that are Energy Star-certified and/or ECOLOGO-certified, or equivalent

3) Sustainability Program example #3, developed by the Proponent for the Proponent's client:

a) brief description of program provided

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE A - PHASE 1 EVALUATION RESPONSE FORM

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| b) client name, number of employees, type of business, contact name/email/telephone number (reference letter optional) |
| c) Summary of baseline metrics developed, measured and reported, including one or more sample report(s) |
| d) Description of plans to reduce paper use, and summary of outcomes |
| e) Description of methodology(ies) to reduce energy use and GHG emissions for print operations, and summary of outcomes |
| f) Description of methodology(ies) to reduce waste generated, related to consumables and EOL disposition, and summary of outcomes |
| g) Examples of devices deployed to client that are Energy Star-certified and/or ECOLOGO-certified, or equivalent |
| 4) The Proponent's written consent is attached, allowing the City to validate each of the examples listed above. (note: the City may or may not validate examples.) |
| 5) Attached is a cover and executive summary from the most recent corporate sustainability or CSR report. |
| <p>The Proponent will indicate (with a <input checked="" type="checkbox"/>) if the attached:</p> <p><input type="checkbox"/> is verified by an external third party, or</p> <p><input type="checkbox"/> is <u>not</u> verified by an external third party.</p> |
| D - Approach for CoV |
| 1) Describe the overall architecture for the Proponent's proposed solution for CoV & VPD, including: |
| a) architecture diagram for provider solution |
| b) demarcation from / relationship to City's infrastructure |
| c) sample of reporting capabilities (e.g. usage, assets, etc.) |
| 2) The Proponent's proposed solution for Site Archetype - Large Community Centre, is described below: |
| a) device management |
| b) asset management |
| c) Move, Add, Change, Dispose [MACD] |
| d) consumables management |
| e) SLAs/KPIs |
| 3) The Proponent's proposed solution for Site Archetype - Large Office, is described below: |
| a) device management |

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE A - PHASE 1 EVALUATION RESPONSE FORM**

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| | b) asset management |
| | c) Move, Add, Change, Dispose [MACD] |
| | d) consumables management |
| | e) SLAs/KPIs |
| 4) The Proponent's proposed solution for Site Archetype - VPD Large Office, is described below: | |
| | a) device management |
| | b) asset management |
| | c) Move, Add, Change, Dispose [MACD] |
| | d) consumables management |
| | e) SLAs/KPIs |
| E - Relevant References | |
| 1) Relevant reference #1 | |
| | a) client name |
| | b) number of employees |
| | c) contact name, email, and telephone number (optional: reference letter) |
| | d) description of the MPS implementation (including: number of devices at the beginning of the project; number of devices at the end of the project; date when implementation began; date when implementation ended; and a brief description of the pricing model used) |
| 2) Relevant reference #2 | |
| | a) client name |
| | b) number of employees |
| | c) contact name, email, and telephone number (optional: reference letter) |
| | d) description of the MPS implementation (including: number of devices at the beginning of the project; number of devices at the end of the project; date when implementation began; date when implementation ended; and a brief description of the pricing model used) |
| 3) Relevant reference #3 | |
| | a) client name |
| | b) number of employees |
| | c) contact name, email, and telephone number (optional: reference letter) |

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE A - PHASE 1 EVALUATION RESPONSE FORM**

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| d) description of the MPS implementation (including: number of devices at the beginning of the project; number of devices at the end of the project; date when implementation began; date when implementation ended; and a brief description of the pricing model used) | |
| 4) The Proponent's written consent is attached, allowing the City to check each reference listed above. (note: the City may or may not check references.) | |
| F - Pricing Model | |
| 1) Proponent's overall Pricing Model is detailed below, including: | |
| a) pricing model | |
| b) non-recurring, or one-time costs, with descriptions | |
| c) recurring costs, with descriptions | |
| d) sub-totals, excluding taxes | |
| e) totals per annum, excluding taxes | |
| f) discounts, if applicable | |
| g) financial incentives, if applicable | |
| 2) Exceptions, if any, to the Proponent's overall Pricing Model described above, for the proposed solution for the following Site Archetypes, as described in <i>Table 2.2 - Site Archetype General Descriptions</i> of the MPS Draft Statement of Work: | |
| a) Small Office: (if no exceptions, enter "no exceptions") | |
| b) Medium Office: (if no exceptions, enter "no exceptions") | |
| c) Large Office: (if no exceptions, enter "no exceptions") | |
| d) Small Community Centre: (if no exceptions, enter "no exceptions") | |
| e) Large Community Centre: (if no exceptions, enter "no exceptions") | |
| f) Microsite: (if no exceptions, enter "no exceptions") | |
| g) VPD Small Office: (if no exceptions, enter "no exceptions") | |
| h) VPD Medium Office: (if no exceptions, enter "no exceptions") | |
| i) VPD Large Office: (if no exceptions, enter "no exceptions") | |

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE A - PHASE 1 EVALUATION RESPONSE FORM**

¹ The Proponent shall list the key personnel, to the best of the Proponent's knowledge at the time of responding to the RFP, that the Proponent is most likely to assign to each of the Transition, Implementation, and Sustainment Teams.

² The Proponent must list all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or indicate 'None' if the Proponent does not propose to use any subcontractors. If selected to enter into an Agreement with the City Group, the Proponent may be limited to using subcontractors listed in its Proposal. If the City Group objects to a subcontractor listed in a Proposal, the City Group may permit a Proponent to propose a substitute subcontractor acceptable to the City Group.

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE A - PHASE 1 EVALUATION RESPONSE FORM**

| G - Mandatory Requirements | | | |
|---|--|--|--|
| <p>In Phase 1 Qualification, Proponents will be evaluated based on their ability to meet the mandatory requirements listed in G - Mandatory Requirements, below. Subject to responses to the preceding Phase 1 Evaluation Criteria, A through F, the Proponents meeting as many of the mandatory requirements listed below will be preferred by the City Group to be short-listed for Phase 2 Proposed Solution.</p> <p>The Proponent will use the table below to indicate (with a check-mark <input checked="" type="checkbox"/>) that the Proponent's solution for CoV and VPD will:</p> | | | |
| <input type="checkbox"/> | 1) Provide devices that can use 100% post-consumer waste (PCW) paper | | |
| <input type="checkbox"/> | 2) Recycle toner cartridges | | |
| <input type="checkbox"/> | 3) Have mobile print capabilities | | |
| <input type="checkbox"/> | 4) Provide management, reporting, and monitoring tools that can report on: | | |
| | <input type="checkbox"/> | 4.1) print device inventory | |
| | <input type="checkbox"/> | 4.1.1) make & model | |
| | <input type="checkbox"/> | 4.1.2) duplex/non-duplex | |
| | <input type="checkbox"/> | 4.1.3) MFD, SFP, or Stand-Alone Print Device | |
| | <input type="checkbox"/> | 4.1.4) IP, network name | |
| | <input type="checkbox"/> | 4.1.5) print volume (by colour, size) | |
| | <input type="checkbox"/> | 4.1.6) date of service | |
| | <input type="checkbox"/> | 4.1.7) date of manufacture | |
| | <input type="checkbox"/> | 4.1.8) City location | |
| | <input type="checkbox"/> | 4.2) consumable consumption (for paper, toner and ink) | |
| | <input type="checkbox"/> | 4.3) energy consumption | |
| | <input type="checkbox"/> | 4.4) print volume (by page, and by impression) | |
| | <input type="checkbox"/> | 5) Provide management, reporting, and monitoring tools that can manage and/or monitor: | |
| | | <input type="checkbox"/> | 5.1) real-time status of all in-scope network attached printers, including consumable levels |
| <input type="checkbox"/> | | 5.2) print jobs, including user, size, page count, and B&W information | |
| <input type="checkbox"/> | | 5.3) automated error reports | |
| <input type="checkbox"/> | | 5.4) each print device's operating system version (patching) | |
| <input type="checkbox"/> | | 5.5) power states, for purposes of: | |
| <input type="checkbox"/> | | 5.5.1) measuring power consumption of the fleet | |
| | <input type="checkbox"/> | | |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE A - PHASE 1 EVALUATION RESPONSE FORM

| | | |
|---|---|---|
| | | 5.5.2) effecting reductions in energy consumption during non-business hours |
| <input type="checkbox"/> | 6) Enable billing to the City on a Price-per-Impression basis (or a usage-based billing model; PPI preferred) | |
| <input type="checkbox"/> | 7) Perform all manner of print device maintenance on a wide array of makes and models (either directly or through a contracted third-party), including warranty and non-warranty repair, parts and labour | |
| <input type="checkbox"/> | 8) Provide consumables (excluding paper) for a wide array of makes and models at all City locations, including proactive monitoring and replenishment of consumables inventory | |
| <input type="checkbox"/> | 9) Suggest and help the City implement demand management solutions to help the City reduce its overall print volume | |
| | <input type="checkbox"/> | 9.1) including technologies such as Print Release |
| <input type="checkbox"/> | 10) Provide a first point-of-contact Help Centre for any and all City employees to reach for all print-support-related calls | |
| <input type="checkbox"/> | 11) Have available both end-use and IT support personnel training materials and/or instruction | |
| <input type="checkbox"/> | 12) Provide on-site move, add, change and disposition (MACD) services related to print devices, at most City locations | |
| <input type="checkbox"/> | 13) Provide Secure Print | |
| <input type="checkbox"/> | 14) Provide and apply US Department of Defense (DOD) certified data wiping process, or storage media destruction, for all print device storage media prior to the disposition of any device, accompanied by certificates of destruction for same. | |
| <input type="checkbox"/> | 15) Ensure that all staff supporting VPD will have VPD Enhanced Security Clearances, at the Proponent's cost | |
| <input type="checkbox"/> | 16) Offer manufactured cartridges as an option | |
| <input type="checkbox"/> | 17) Properly recycle equipment and parts at end-of-life in accordance with the Electronics Product Stewardship Canada's (EPSC) Environmental Recycling Standard | |
| <input type="checkbox"/> | 18) Ensure that equipment and parts at end-of-life will not be landfilled, improperly handled, or exported to developing countries | |
| <p>The Proponent may use the space below to explain why any of the above mandatory requirements cannot be met by the Proponent's solution for CoV and VPD, and describe what alternative solution(s) can be offered by the Proponent in lieu of meeting the mandatory requirement(s).</p> | | |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE B - PHASE 2 EVALUATION RESPONSE FORM

Instructions: In Phase 2 Proposed Solution, only the short-listed Proponents from Phase 1 Qualification will be required to submit responses to the Phase 2 Evaluation Criteria below. The City Group may modify the Phase 2 Evaluation Criteria at any time during the evaluation process.

Proponents wishing to obtain the MPS City Data workbook must email diana.chan@vancouver.ca to request a Non-Disclosure Agreement (“NDA”), sign the NDA, and scan the signed NDA, accompanied by the Proponent’s current credit report, to diana.chan@vancouver.ca. At the City’s sole and absolute discretion, the City may release the MPS City Data workbook to Proponents that the City determines to be in the business of managed print services as described in this RFP.

Phase 2 Evaluation Criteria

- 1) General Requirements – For each of the MPS Draft Statement of Work (“SOW”) Sections listed below, the Proponent will describe what aspects of each SOW Section the Proponent will **not** provide, and provide reason(s) and/or alternate options. If the Proponent will provide all aspects of each SOW Section, the Proponent will state it clearly in the response.
 - a. SOW Section 3 Device Maintenance
 - b. SOW Section 4 Asset Management
 - c. SOW Section 5 Move, Add, Change, Disposition (MACD)
 - d. SOW Section 6 Consumables Management
 - e. SOW Section 7 Device Standards
 - f. SOW Section 8 Sustainability
 - g. SOW Section 9 Help Desk Support
 - h. SOW Section 10 Overview of the Provider Tools
 - i. SOW Section 11 Optimization
 - j. SOW Section 12 Training
 - k. SOW Section 13 Financial and Billing Processes
 - l. SOW Section 14 Management and Escalation Processes
 - m. SOW Section 15 Service Level Agreement (KPIs)
 - n. SOW Section 16 Governance Model
 - o. SOW Section 17 Implementation Plan

- 2) Proponents will respond to the following specific questions related to SOW Sections:

| | |
|----------------------------------|--|
| SOW Section 3 Device Maintenance | <ol style="list-style-type: none">1) How does the Proponent intend to meet the responsibilities as listed in “Part II. Provider Responsibilities”?2) Does the Proponent foresee any difficulties in meeting the responsibilities as listed in “Part II. Provider Responsibilities”?3) Does the Proponent have any suggested changes for this section that would assist the City and the Proponent in developing a clearer and/or more concise SOW? |
| SOW Section 4 Asset Management | <ol style="list-style-type: none">1) How does the Proponent intend to |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE B - PHASE 2 EVALUATION RESPONSE FORM

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| | <p>meet the City's requirements?</p> <p>2) Does the Proponent have any suggested changes for Section 4 that would help the City and Proponent develop a clearer and/or more concise SOW?</p> <p>3) If possible, the Proponent should provide example screenshots of the Proponent's web-portal that will allow the City to monitor the City's print fleet.</p> |
| SOW Section 5 Move, Add, Change, Disposition (MACD) | <p>1) How does the Proponent intend to meet the City's requirements?</p> <p>2) Does the Proponent have pre-defined change management practices around the moving, adding, changing, or disposition of print devices that it can share with the City? If so, please describe.</p> <p>3) Does the Proponent foresee challenges with meeting VPD exceptions? If so, what are those, and how will the Proponent address the challenges? What experience does the Proponent have dealing with similar restrictions, or with Canadian law enforcement agencies?</p> |
| SOW Section 6 Consumable Management | <p>1) How does the Proponent intend to meet the City's requirements?</p> |
| SOW Section 7 Device Standards | <p>1) How does the Proponent intend to meet the City's requirements?</p> |
| SOW Section 8 Sustainability | <p>1) How will the Proponent develop the sustainability baseline? Does the Proponent have experience in gathering baseline metrics as described? If so, are there any other common reporting metrics the Proponent would suggest be gathered besides those provided? The Proponent shall attach one or more sample(s) of Sustainability Report(s).</p> <p>2) Will the Proponent sign a declaration that the Proponent will dispose of EOL assets as per EPSC standards, and that equipment and parts will not be landfilled, improperly handled, or exported to developing countries?</p> |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE B - PHASE 2 EVALUATION RESPONSE FORM

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| | <p>3) How will the Proponent approach reducing energy consumption in the City's print environment?</p> <p>4) Describe how, where, and by whom the City's existing print assets will be disposed of, at EOL, with particular reference to the ESPC standards.</p> <p>5) How does the Proponent intend to achieve waste reduction with regard to consumables? Explain current practices and what facilities are used.</p> <p>6) How will the Proponent approach waste reduction in the City's print environment overall (in terms of devices, consumables, packaging, etc.)?</p> <p>7) How will the Proponent approach Demand Management in the City's print environment?</p> <p>8) How will the Proponent approach offering Energy Star- and/or ECOLOGO-certified options for different site archetypes?</p> <p>9) How will the Proponent propose to reduce the GHG emissions of technician travel to the City's Sites?</p> |
| SOW Section 9 Help Desk Support | <p>1) How does the Proponent intend to meet the City's requirements?</p> |
| SOW Section 10 Overview of Provider Tools | <p>1) How does the Proponent intend to meet the City's requirements?</p> <p>2) If the Proponent is proposing to manage the City Group's print servers and print queues, the Proponent shall provide details based on previous experience with other customers. Explain how this was done for other customers, and if the infrastructure remained internal on the client's network.</p> <p>3) Does the Proponent foresee challenges with meeting VPD exceptions? If so, what are those, and how will the Proponent address the challenges? What experience does the Proponent have dealing with similar restrictions, or with Canadian law enforcement agencies?</p> |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE B - PHASE 2 EVALUATION RESPONSE FORM

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| SOW Section 11 Optimization | <ol style="list-style-type: none">1) How does the Proponent intend to meet the City's requirements?2) The Proponent shall provide examples of its expertise in the area of optimal print device deployment standards.3) In Part V of Section 11, the Proponent is expected to recommend any number of Demand Management solutions to the City. What would some of those solutions be, and how would the Proponent help the City implement those solutions? |
| SOW Section 12 Training | <ol style="list-style-type: none">1) How does the Proponent intend to meet the City's requirements in the areas of end-user training and support personnel training?2) If the Proponent has training content as described in SOW Section 12, Part 1 End User Training, the Proponent shall provide links to, or copies of, the relevant example(s). |
| SOW Section 13 Financial Billing | <ol style="list-style-type: none">1) Is the Proponent able to provide a PPI billing model as the primary or sole means by which it will bill the City for all of the MPS products and services as described within the City's MPS SOW?2) Are there any other products and/or services that the Proponent would recommend to be added to the products and services already detailed with the MPS SOW?3) Are there any specific products and/or services detailed in the MPS SOW that the Proponent is either unable to, or reluctant to, offer under the proposed PPI billing model? If so, please explain.4) Does the Proponent have any suggested changes for Section 13 that would help the City and the Proponent develop a clearer and/or more concise SOW? |
| SOW Section 14 Management and Escalation | <ol style="list-style-type: none">1) How does the Proponent intend to meet the City's requirements?2) Please provide an outline of the Proponent's management structure that would be relevant in Management and Escalation, the requirements for |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE B - PHASE 2 EVALUATION RESPONSE FORM

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| | which are described in SOW Section 14, Part 2 Provider Management Structure. |
| SOW Section 15 Service Level Agreements | <ol style="list-style-type: none"> 1) How does the Proponent intend to meet the City's stated service level requirements? 2) How does the Proponent intend to meet VPD-specific requirements to guarantee printing 24 hours per day/7 days per week at certain locations? 3) Does the Proponent foresee any difficulties in meeting the service levels as listed in Table 15.3 – SLA Main Table? 4) Does the Proponent foresee any difficulties in reporting, on a minimum quarterly basis, how well the Proponent has met the SLA levels outlined in the SLA? 5) Does the Proponent have any suggestions on how to improve the clarity and effectiveness of the proposed SLA (i.e. language, terms, definitions, timeframes, SLA requirements)? 6) If the Proponent has examples of other SLAs which it maintains or has maintained with other clients, please include (note: client identify may be removed from the submitted example(s)). |
| SOW Section 16 Governance Model | <ol style="list-style-type: none"> 1) How does the Proponent intend to meet the City's requirements? 2) As listed in Table 16.2 – MPS Governance Reports Detail, if the Proponent is able to offer similar example reports the Proponent has generated for its clients, please include (note: client identity may be removed from the submitted example(s)). |
| SOW Section 17 Implementation Project | <ol style="list-style-type: none"> 1) Does the Proponent have any recommended changes to what the proposed MPS Implementation Project Plan includes? If so, please explain. 2) If the Proponent has executed similar projects for other clients, please provide a concise summary of the |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
SCHEDULE B - PHASE 2 EVALUATION RESPONSE FORM

| | |
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| | lessons learned from such project(s). |
|--|---------------------------------------|

- 3) VPD exceptions
- a. Overall, does the Proponent foresee challenges (not already identified in the Proponent's responses to SOW Sections 5 & 10) with meeting VPD exceptions? If so, please detail those challenges, and how the Proponent will address the challenges? What experience does the Proponent have dealing with similar restrictions, or with Canadian law enforcement agencies?
- 4) Site Archetypes – Proposed Solutions – For each of the Site Archetypes listed below, the Proponent will provide: 1) an Implementation plan, including a timeline; 2) a change management plan; 3) proposed number of and type of devices; 4) CoV and Provider resources required, describing roles and responsibilities of CoV and Provider; 5) a description of how the Provider will approach mapping; and 6) a description of how the Provider will approach optimization:
- a. Large Community Centre
 - b. Small Community Centre
 - c. Large CoV Office
 - d. Medium CoV Office
 - e. Small CoV Office
 - f. Large VPD Office
 - g. Medium VPD Office
 - h. Small VPD Office
 - i. Microsite
- 5) Overall Plan – The Proponent will provide a summary of the total number and type(s) of devices proposed, an overall timeline for transition and implementation, and the number and type(s) of CoV resources required for the transition and implementation phases.
- 6) Pricing – The Proponent will provide a detailed pricing model that meets the City Group's needs as described in the SOW.
- 7) Deviations and Variations – The Proponent will detail any deviations and variations, including alternate language, to the Managed Print Services Agreement included in the RFP.
- 8) The Proponent will indicate if there are any known or anticipated key personnel changes in the Proponent's proposed Transition, Implementation, and Sustainment Teams (as submitted in Phase 1 Qualification) as at the time of submitting its Schedule B – Phase 2 Evaluation Response Form. If there are known or anticipated key personnel changes, the Proponent shall provide details (e.g. name / title / current role / number of years' experience in current role / located in which city; names of clients that the team member has serviced in his/her current role; and descriptions of the projects executed by the team member in his/her current role, for clients) demonstrating that a proposed replacement is equally or more qualified than the key personnel who is being replaced. The Proponent shall understand that the City Group reserves the right to re-evaluate any short-listed Proponent if, in the City Group's determination, and at the City Group's sole and absolute discretion, any key personnel changes (and proposed replacements) are significant enough to warrant a re-evaluation of any short-listed Proponent's standing. Such re-evaluation of a short-listed Proponent by the City Group may result in a short-listed Proponent being precluded from selection as the successful Proponent at the conclusion of Phase 2 – Proposed Solution.

CITY OF VANCOUVER

MANAGED PRINT SERVICES (MPS)

DRAFT

STATEMENT OF WORK

City Of Vancouver

Managed Print Services (MPS)

Draft

Statement of Work

Table of Contents

| | |
|---|-----|
| Section 1: Executive Summary | 3 |
| Section 2: Overview of MPS Requirements | 5 |
| Section 3: Device Maintenance | 12 |
| Section 4: Asset Management | 14 |
| Section 5: Move, Add, Change, Disposition (MACD)..... | 15 |
| Section 6: Consumable Management | 18 |
| Section 7: Device Standards..... | 19 |
| Section 8: Sustainability | 20 |
| Section 9: Help Desk Support..... | 202 |
| Section 10: Overview of the Provider Tools | 23 |
| Section 11: Optimization | 25 |
| Section 12: Training | 28 |
| Section 13: Financial and Billing | 30 |
| Section 14: Management and Escalation..... | 32 |
| Section 15: Service Level Agreement | 34 |
| Section 16: Governance Model | 38 |
| Section 17: Implementation Project..... | 42 |
| Appendices..... | 433 |

Section 1: Executive Summary

This draft statement of work (“SOW”) describes the City’s vision of how print services should be provided to City employees. The City and the successful proponent will use this draft SOW as a starting point to negotiate details of a final SOW to be included in an executed Supply Agreement.

The City intends to engage a single external service provider to provide the hardware, management and reporting systems, and support services to meet the majority of the City’s printing needs. The industry-accepted term for such a print service model is Managed Print Services (“MPS”).

By moving to an MPS model provided by an external service provider, the City intends to reduce its overall print-related costs, and to ensure that its printing activities are optimized in such a way as to minimize impact on the environment. These are the two goals that drive the model presented herein, and align with the City’s current strategic objectives.

The City’s current print service capabilities require optimization. The City’s current fleet of devices is not well-supported, not optimally deployed, often requires maintenance, and is oversized and ill-fitted (i.e. too many devices deployed, many of which are not the appropriate type). Furthermore, the City’s current management and monitoring capabilities are such that the City cannot easily effect efficiencies and improvements to reduce the number of devices and their associated costs, and the City cannot achieve meaningful and reportable reductions in its print volume, energy consumption, and consumables consumption.

By partnering with a single MPS provider (“Provider”), the City intends to address the deficiencies described above. There are at many MPS providers who specialize in helping mid-to-large-sized organizations like the City to move to an efficient and well managed MPS model with enterprise-class monitoring and reporting. MPS providers can provide this entire service on a simple price-per-impression payment structure that will allow the City to ensure that it is achieving its goals in terms of cost reduction and minimizing the environmental impact of its print-related activities.

Essential to the successful partnership between the City and the external Provider is a detailed and comprehensive supply agreement which outlines the obligations of the Provider. The supply agreement would include a SOW that explicitly defines the City’s requirements and expectations in terms of: service level agreements; print volume reduction targets; best-fit device standards; and many other specific deliverables.

This draft SOW (sometimes referred to herein simply as “SOW”) categorizes, lists, and details the City’s expectations of a future MPS engagement, and will be used as the starting point for a final and negotiated SOW between the City and the Provider selected through the RFP process. This SOW contains defined terms (Appendix A – Definitions) to describe a proposed arrangement between the City and the Provider, and is intended to cover all necessary topics for a finalized MPS SOW.

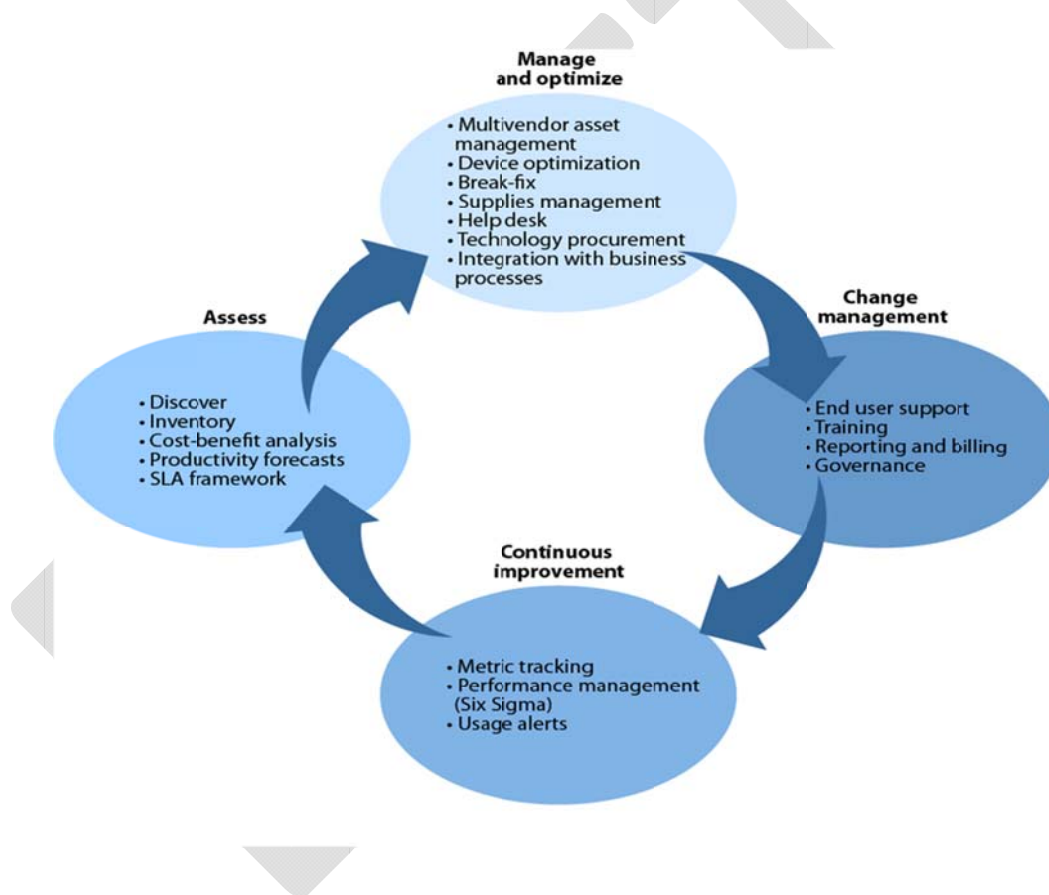
Summary of Requirements¹ in this SOW

The Provider will:

- Purchase the City’s currently-owned print devices and related consumables.
- Offer a full suite of MPS services, products, and tools including the provision of:
 - New print devices as needed, including support;
 - Asset management services;
 - Break-Fix services and Break-Fix services management;

- Consumables and consumables management;
- Help desk services;
- Remote monitoring and reporting of print devices;
- Move, Add, Change and Disposition (MACD) services with a focus on sustainability and cost reduction;
- Training to end users and Information Technology (IT) support personnel;
- Demand Management services;
- Sustainability Program to reduce environmental impact of print operations; and
- Guidance and recommendations to optimize the City's MPS environment and processes.

¹ The Vancouver Police Department (VPD) has significant restrictions in regards to allowing the Provider physical access to VPD sites as well as management and monitoring systems. At VPD sites only, the Provider will be required to operate at arm's length from the actual fleet of devices (and the information they contain), and to rely on pre-arranged data exports as well as publicly-accessible physical locations where they may provide device maintenance services and/or pick up and drop off services (i.e. of devices and consumables).



Section 2: Overview of MPS Requirements

The City of Vancouver (the City) intends to engage a single external Managed Print Services provider (Provider) to meet the City's print needs.

The Provider is to provide a Managed Print Services (MPS) service for sites identified on the "City Locations" tab of the MPS City Data workbook file (City Locations). The MPS service provided should meet the requirements described within this SOW. These requirements will be described in more specific detail within a final and negotiated SOW that will be included in a supply agreement between the City and the Provider. The City expects that the Provider will be able to provide a Price-Per-Impression (PPI) billing model as the sole means by which it will bill the City for the MPS services as defined within the SOW. However, the sale of any additional services or products out-of-scope of the SOW may be negotiated between the City and the Provider as and when they occur.

The Provider's MPS approach must be hardware vendor-agnostic, meaning that the Provider will be expected to manage and support not only the City's existing fleet of print devices, but also print devices that the Provider subsequently deploys at City facilities as part of its role as MPS provider for the City. The City's existing fleet of print devices is described in detail within the accompanying MPS City Data workbook file, which indicates: make, model, purchase and warranty information, location, and leased/owned status for every known print device at City facilities. The City intends to negotiate the sale of its entire owned print fleet to the Provider. The City will work with the Provider on how best to handle the transition of the City's current complement of leased Xerox devices into the Provider's MPS service model.

While the Provider is required to recommend a range of print device models to meet the City's various print, scan, and copying needs, the City reserves the right to approve suggested models for deployment to City facilities as part of the Move/Add/Change/Dispose (MACD) and governance processes, both of which are discussed later in this SOW. These approved devices will constitute the City's Print Device Standard.

In order to provide a description of the City's physical environment, each of the locations listed in City Locations provides a number of City Locations column headers for each rowed entry, as described in Table 2.1, below:

Table 2.1- City Locations Column Descriptions

| City Locations Column Header | Description |
|--------------------------------|--|
| City Location | A short descriptive name for the location. |
| Address | The street address of the location. |
| Business Hours | A specific or general description of the business hours of the location. |
| Print Support Window | The hours of the day, and days of the year, during which the Provider is expected to provide support service to the location. |
| Print Support Priority | A colour coded value of High or Standard is assigned for each location, service levels vary depending on this value. |
| Est. No. of Compute Devices | An estimate of the number of compute devices (laptops & desktops) at the location – often equates to the number of employees there also. |
| Site Archetype | Every location is assigned a colour coded "Site Archetype", which are described in Table 2.2 – Site Archetype General Descriptions. |
| Location & Site Specific Notes | Additional detail. |

As noted above, each location in City Locations is assigned a Site Archetype as a descriptor. Rather than attempt to explicitly describe each location in detail, Site Archetypes are used. These Site Archetypes are colour-coded and described in detail on the “Site Archetypes” sheet of the MPS City Data workbook file (and more briefly in Table 2.2, below). Site Archetypes provide estimates of: square footage; number of compute devices; a description of the site’s business function; business hours; and a brief description of the print/scan/copy needs.

Table 2.2 – Site Archetype General Descriptions

| Site Archetype | General Description |
|------------------------|--|
| Small Office | Typically a single office floor, mainly cubicles, maybe 1 or 2 walled offices, under 2,000 sq. ft., 5 – 15 computers on site, regular business hours (8:30 – 5, Monday – Friday). The site is a typical office environment (also applicable to VPD), usually with no public facing component. <i>e.g. 8th floor City Hall</i> |
| Medium Office | Typically a single office floor, mainly cubicles, a few meeting rooms, and 2 to 4 walled offices, about 2,000 to 10,000 sq. ft., 16 – 39 computers on site, regular business hours (8:30 – 5, Monday – Friday). The site is a typical office environment (also applicable to VPD), usually with no public facing component. <i>e.g. 1st floor VanCity Building</i> |
| Large Office | A single floor, mainly cubicles, a few meeting rooms plus usually one large meeting room, 5 or more walled offices, over 10,000 square feet, 40 or more computers, regular business hours (8:30 – 5, Monday – Friday). The site is a typical office environment (also applicable to VPD), usually with no public facing component. <i>e.g. 4th floor of East Wing</i> |
| Small Community Centre | Typically a single building with 2 to 3 floors, but office area contained to one part of one floor, this office area usually abuts a public facing service counter of some kind, the remainder of the facility is usually dedicated to various public amenities (e.g. pool, rink, racket ball courts, gym, meeting rooms). Office area is under 2,000 sq. ft., there are fewer than 15 computers (some of which are owned not by the City, but by the Community Centre Association), and it offers extended business hours (roughly 8am – 10pm, 7 days a week). As a public facing facility, most staff directly interface with the public (e.g. clerks, recreational program coordinators) plus there is a smaller contingent of administrative workers. <i>e.g. Hastings Community Centre</i> Some compute and print devices belong to the Community Centre Association (i.e. not the City). This site archetype does not apply to VPD. |
| Large Community Centre | Typically either a large multi-floor building or multiple adjacent buildings on a single piece of property, the main office area typically abuts a public facing service counter of some kind, often there are smaller satellite office locations located elsewhere within the facility. Most of the complex is comprised of public amenities. Office areas total more than 2,000 sq. ft., there are 15 or more computers (some of which are owned not by the City, but by the Community Centre Association), and it offers extended business hours (roughly 8am – 10pm, 7 days a week). As a public facing facility, most staff directly interface with the public (e.g. clerks, recreational program coordinators) plus there is a smaller contingent of administrative workers. <i>e.g. Britannia Community Centre</i> |

| | |
|-----------|--|
| | <p>Some compute and print devices belong to the Community Centre Association (i.e. not the City).</p> <p>This site archetype does not apply to VPD.</p> |
| Microsite | <p>Sites vary, but typically a small single room or small office area in an otherwise larger facility (also applicable to VPD), usually has a 1 or 2 computer public facing counter (e.g. Pitch & Putt or a pool), though occasionally not, office area under 1000 sq. ft., less than 5 computers, business hours vary.</p> <p><i>e.g. most fire halls</i></p> |

Over a 12-18 month MPS implementation period, the City will require the Provider to transition the City's entire fleet to the new MPS model. During the MPS implementation period, the Provider will be required to:

- Perform City Location Optimizations;
- Replace print devices with newer devices, where appropriate;
- Implement a management, monitoring, and reporting system (Provider Tools);
- Provide monthly progress reports, via a Single Point of Contact (SPOC);
- Work with the City's appointed MPS Liaisons (as appointed by the City's MPS Governance Team) to handle change management;
- Provide training as needed (both end user and to support personnel); and
- Provide all other Managed Print Services as described herein.

Prior to commencing any device replacements or redeployments, the Provider will work with the MPS Liaisons and the City Information Technology (IT) department to collect/validate a baseline ("Baseline") of the City's current day print services metrics. The Baseline will be used as the point of comparison that the City and the Provider will use to monitor the progress and ultimate success of the transition to the MPS state. The Baseline metrics will include, at minimum:

- Device inventory (per the MPS City Data workbook);
- Consumables consumption (i.e. paper, toner, ink);
- Energy consumption; and
- Print volume.

Upon effecting the sale of the City's fleet of devices (including related consumables) to the Provider, the Provider will commence billing the City using the agreed upon PPI structure – either in a phased approach as the MPS Implementation Project rolls out, or as a single cut-over soon after the start of the MPS Implementation Project and the Baseline metrics that have been mutually agreed upon. The Provider will have the expertise to accurately determine the City's Baseline metrics using a combination of:

- details provided in the accompanying MPS City Data workbook file (e.g. City Locations, print device inventory, print volumes);
- in-person site assessments at one example of each of the Site Archetypes; and
- use of Provider's print assessment tools and methodology(ies).

The following sections briefly summarize in-scope services and out-of-scope Services.

I. In-Scope Services

- **Device Maintenance** - Maintenance includes normal Break-Fix management services and parts that are required to restore in-scope devices to good working condition in accordance

- with OEM specifications. Services will include dispatch of Provider service technicians and/or 3rd party vendors, tracking of all service calls through call resolution, and reporting of all associated Break-Fix services.
- **Move, Add, Change and Disposition (MACD)** – Provider will manage the process related to the Move, Add, Change and Disposition of in-scope print devices. Any changes related to the print environment after the commencement of services will be centrally managed by the Provider to ensure that services are delivered in a coordinated, well communicated, consistent fashion that does not negatively impact the City's various business units.
 - **Sustainability** – The Provider will deliver a full sustainability program that includes proactive management and optimization towards clearly defined sustainability goals. The Provider will implement a number of tools and processes that can help the City first establish a baseline sustainability assessment, and going forward, be able to measure the impact of the MPS program on the City's overall sustainability initiatives.
 - **Asset Management** – The Provider will provide and maintain a centralized database to track the physical location of all print devices and their configuration, as well as the print volume, consumables (e.g. toner), power consumption, and operational status of each device. Electronic access to standard asset management reports will be made available to authorized City personnel via a services portal. It is expected that the City and the Provider, using the same management and reporting system, will be able to work together to reach pre-defined cost reduction and sustainability goals.
 - **Consumables Management** – The Provider will provide proactive consumable monitoring such that supplies are always on hand and that no end user ordering is required. However, as the need arises, end users will be able to contact the Provider (via a Provider Help Desk) if stockouts occur, and the Provider will resupply the given location within the time defined in the Service Level Agreement. The Provider will maintain the ongoing evaluation of consumables quality, and will use either branded or refurbished (recycled) toner cartridges (noting the City's preference for recycled toner cartridges). The City intends to continue to order and supply its own paper; however, the Provider will provide and manage all other consumables (e.g. toner, ink cartridges, print heads), the cost of which will included be in the Provider's Price-Per-Impression (PPI) billing model.
 - **Print Device Optimization** – The Provider will work with the City to ensure that MPS meets the City's business needs with as few print devices as required. The City and the Provider will work together to develop a catalogue of approved print devices ("Print Device Standard"), an Optimized Deployment Standard, and plans for each City Location to ensure that the fleet is optimally deployed and right-sized.
 - **Demand Management** – The Provider will work with the City's MPS Governance Team (refer to Section 16 – Governance Model) towards the strategic goal of overall print volume reductions. Demand Management, the goal of which is to reduce the City's overall print volume, should result in a reduced environmental impact as well as reduced costs for the City. The Provider will apply its expertise and creativity in implementing Demand Management solutions including aspects such as: revising and updating the City's current print policies; developing end user communication; and implementing technical policies such as Print Release, default duplex printing and other applicable policies. As an added incentive to the Provider, the City may consider a PPI billing model that rewards the Provider for helping the City to achieve print volume reductions.
 - **Help Desk Support/Integration** – The City's end users will call the Provider Help Desk when there are problems associated with a deployed device. The Provider will work with

the City to ensure the City's service desk system and their own system are integrated in such a way that the City may monitor call volumes either via its own service desk system or through the Provider's management and reporting systems. While the Provider Help Desk will be the first point of contact for all print-related support calls, the Provider Help Desk will forward any calls that require City support action (e.g. paper shortages) to the City Help Desk.

- **Management of Stand-Alone Print Devices** – The City has a number of non-networked print devices directly attached to end-point devices (Windows PCs), estimated to be 71 devices. It is the City's assumption that with the implementation of Print Release capability and an optimized deployment of Single-Function Printers and Multi-Function Devices, that the need for such devices will be eliminated and the devices can be entirely removed from the environment over time. In the interim, the Provider will manage the inventorying, basic support, MACD, and eventual elimination of these devices. Provider support for these devices will not include Break-Fix or supply of consumables.
- **Management of Single-Function Printers (SFPs)** – The City has approximately 318 Single-Function Printers (print devices that do not offer scanning or copying) that are attached to the network. The majority consist of HP and Lexmark, but also include devices from many other OEMs. The City expects that with better placement of Multi-Function Devices (MFDs) the need for so many Single-Function Printers will be greatly reduced except where they are a better fit than MFDs. The Provider will effect a significant reduction in the required number of Single-Function Devices, by favouring, instead, the deployment of well-placed MFDs that will meet the needs of large areas. However, the Provider's deployment and optimization expertise will ensure the best balance between the two types of device, and SFPs will continue to be utilized in the City's future print state. The Provider will fully support and manage SFPs, performing MACD and all manner of support up to and including Break-Fix services as well as providing and managing consumables. The Provider will purchase current City-owned toner at commencement of services.
- **Management of Multi-Function Devices (MFDs)** – The City has approximately 466 networked MFDs (the majority of which are Xerox devices currently leased on a month-to-month basis, whereby the leases may be terminated by the City on one month's notice). The Provider, using its print environment expertise and assessments of the City's sites, will ensure that these devices, and equivalent devices provided by the Provider, are optimally placed to maximize their value and utility by off-setting the need for Single-Function Printers and Stand-Alone Devices. The Provider will fully support and manage these devices, performing MACD and all manner of support up to and including Break-Fix services as well as providing and managing consumables. The Provider will purchase current City owned toner at commencement of services.
- **Management of Plotters** – The City has a few departments (e.g. Engineering, Planning) that have large format plot devices, and even some plot-scan devices. The City will consider the option of the Provider providing full support and management of these devices, performing MACD and all manner of support up to and including Break-Fix. However, it is not critical to the City to have these devices in-scope, as they are a specialized print device and compose a very small percentage of the City's current fleet. The inclusion of plotters to the scope of MPS services may be considered only upon negotiation with the selected Provider.
- **End User and IT Support Personnel Training** – The Provider will provide end user training for each City Location using a combination of web-based training and/or on-premise instructor-led training as best fits the given location's user base. In addition, the Provider will provide training to the City's IT support personnel on all support topics where

they may be relied upon to offer support in instances where the Provider deems that such support resources should have support knowledge (e.g. basic trouble-shooting, fuser replacement). End user training will be considered especially important in instances where new-to-the-end user MFDs are being deployed, and in such cases should be provided within 24 hours of the deployment of a device, and in accordance with standard change management practices.

- **Change Management** – The Provider will propose change management practices to be observed throughout the MPS implementation and transformation. The Provider will work with the City's MPS Liaisons and City's MPS Operational Team (see Section 16 – Governance Model) to include consistent change management practices at all phases of the MPS initiative, and to coordinate: communication, scheduling, end user training resources, and well-defined MACD and City Location Optimization procedures.
- **Print Servers and Print Queues** – Currently the City manages and supports a standard on-premise Windows Server based print server and print queue system. The City has defined practices and procedures around creation, naming, configuration, administration, general management and support of its print servers and print queues. However, with the exception of the print server and print queue systems within the Vancouver Police Department's network, the other departments of the City may negotiate with the Provider to manage this function, provided the Provider is capable, and it is determined that it is beneficial to the City. Due to Provincial legislative requirements, the City will not entertain that its print server and print queue systems be moved off-network. However, provided an acceptable administrative access model can be created that ensures that the Provider does not have any access to any other IT systems, the City will consider ceding the management and support of these on-premise systems to the Provider. It is not critical to the City to have print servers and print queues in-scope; however, their inclusion may be considered only upon negotiation with the selected Provider.

II. Out-of-Scope Services

The following out-of-scope services may be managed by the Provider upon mutual agreement; however, the City does not anticipate their inclusion in the final and negotiated SOW between the City and the Provider. The list is provided for indication only, and shall not be considered exhaustive:

1. **Print Servers and Print Queues (VPD)** – Operation, management or support of print servers or printer queues that are part of the Vancouver Police Department's network. Setup of new print server(s) or printer queues will be the responsibility of VPD's IT support personnel.
2. **Scanners** - Dedicated scanners (as opposed to Multi-Function Devices that offer scanning capability as well as other functions) are in operation in some locations, the City will continue to manage and support these devices. However, the City expects to see the Provider, via optimized deployment of MFDs, reduce the need for stand-alone desktop type scanners.
3. **Hand-held Mobile Printers** – Such devices are used by some of the City's by-law enforcement officers, and as they are direct-attached devices with no current need for wider network connectivity and are essential components of existing line-of-business ticket issuing systems, the City will continue to manage and support these devices.

4. **Network Connectivity** – Defined as network connectivity between or among any print devices. The Provider will only be responsible for network components that are physically installed in the in-scope devices (e.g. network cards).
5. **Photo ID and Card Printers** – Defined as the management or support of these specialized print devices in use at many Park Board locations. The City currently uses a separate vendor to manage and support these devices, and does not require any change to this model.
6. **Break-Fix and Consumables for Stand-Alone Print Devices** – Defined as Break-Fix services on these devices, and the supply of consumables for same.
7. **Paper** – The purchase, ordering, and supply of paper consumables will continue to be the sole responsibility of the City. The Provider is advised that the City uses Post-Consumer Waste (PCW) 100% recycled paper. For further clarity, the term “consumable” used within the SOW, pertains to the Provider’s responsibility to supply toner, ink, ink & toner cartridges, fusers and other similar consumables. The term “consumable” used within the SOW specifically *does not* include the supply of paper by the Provider.

Section 3: Device Maintenance

The Provider provide maintenance services on all in-scope print devices (except Stand-Alone Print Devices), including proactive and reactive Break-Fix maintenance in accordance with the service levels as defined in Section 14 - Service Level Agreement ("Service Levels").

I. City Responsibilities

The following tasks may be performed by City employees at City Locations:

1. Refill paper trays
2. Order and manage paper supplies for the entire fleet of print devices (i.e. the City will assume responsibility for these costs)
3. Clear paper jams (with lack of success resulting in a call to the Provider Help Desk)
4. Replace end user replaceable parts as needed (e.g. toner and ink cartridges, plus any end user replaceable fusers and print heads)
5. Place help calls to the Provider Help Desk when devices require the Provider to provide service.

Additionally, the City's appointed MPS Liaisons (as appointed by the City's MPS Governance Team) will be responsible for:

1. Providing accessibility to each City Location, except to City Locations that have physical access restrictions (e.g. some VPD locations)
2. Monitoring to ensure Provider maintenance activities meet Service Levels
3. Identifying any "Chronic Devices" that need replacement (discussed below)
4. Acting as Liaison between the Provider and the City's internal IT department to ensure Provider is aware of any network outages, print queue or printer server issues. Also to coordinate the addition, change and retirement of print devices to ensure print queues and their drivers are updated accordingly.
5. Working with the Provider whenever loaner devices are required in order for the Provider to properly service a device and still meet Service Levels
6. Working with the Provider, when a print device located in a City Location that has physical access restrictions requires maintenance (e.g. some VPD City Locations), to allow the Provider to perform device maintenance using any one of the following solutions:
 - a. City may escort the Provider's service technician to the print device's location (as some sites may permit this);
 - b. City may move the device to a location that is accessible to the Provider to allow the Provider's service technician to perform maintenance; or
 - c. In some cases, at the Provider's discretion and with the availability of City IT support personnel, City IT support personnel may execute service work as instructed by the Provider's service technician.

II. Provider Responsibilities

The Provider will provide the following maintenance services:

1. Perform maintenance on supported, in-scope print devices, including warranty and non-warranty parts and labour.
2. Restore print devices when devices fail, or perform below the OEM's published specifications for the device. The Provider's work shall be inclusive of the device, the connectivity to the wall plate and network jack, and standard network cabling.
3. Replace devices having repeated hardware failures (including paper jams) more than four times in any one month period, or falls significantly short of up-times defined within the Service Levels (i.e. deemed by the City's MPS Liaison as a "Chronic Device"). The

- Provider will replace the Chronic Device with a device within the same category at the request of the City's MPS Liaison. Such Chronic Device replacements will be executed within one week of the request made by the City's MPS Liaison.
4. Determine when and if a print device is to be repaired or replaced (except for Chronic Devices), to meet Service Level targets. The Provider will advise the appropriate City MPS Liaison of any required repair or replacement prior to taking action, and follow all agreed-upon MACD procedures.
 5. Provide a strong preventative maintenance program.
 6. Provide a loaner device to sustain printing needs, if the Provider determines that a print device will require extensive repairs that will not be completed in accordance with the Service Levels (for that City Location). The Provider will consult with the City's MPS Liaison to establish if the deployment of a loaner device is required.
 7. Bear all costs related to spare parts required to repair all in-scope print devices, inclusive of all acquisition, replenishment, and transportation costs. If available and upon mutual agreement, the City may provide space for the storage of in-scope spare parts.
 8. Perform OEM-required maintenance, except under the following circumstances:
 - a. Print devices with very limited parts availability (or no parts availability) due to the OEM no longer being in business;
 - b. Devices not being supported by the OEM, and spare parts not being reasonably/commercially available from other sources; and
 - c. Devices deemed irreparable (i.e. where the only option is to replace the device).
 9. In the event that a device is irreparable, or is found to be no longer economically feasible to repair, the Provider will identify such a device for replacement, provided the given location's Optimization Plan (see Section 11) includes such a device.
 10. Provide call dispatching services for all in-scope devices.
 11. Perform parts logistics and procurement from the appropriate OEM.
 12. Follow the OEM's guidelines on whether a component is end user replaceable or not.
 13. Fix repetitive paper jams.
 14. Ensure that a replaced hard drive is either physically destroyed or data-wiped using a DOD-certified data wipe tool, in the event that a hard drive needs to be replaced in any in-scope print device. In such cases, the Provider will provide a certificate of destruction to the MPS Liaison. For VPD print devices, the destruction of hard drives must be done on-site by using a DOD-certified data wipe device (e.g. VPD-provided degausser) or DOD-certified data wiping software, subject to the current CPIC (Canadian Police Information Centre) policy, which may change from time to time.

Section 4: Asset Management

The Provider will provide asset management of all in-scope print devices and consumables. The Provider will keep accurate and detailed records on the entire fleet inventory, and give the City full read access to the records. The cost of Asset management services will be built into the PPI billing model.

The City requires read access to the print fleet inventory, as the City wishes to periodically review and verify that:

- Stand-Alone Print Devices are decreasing;
- the size of the print fleet is decreasing;
- the print fleet is evolving toward more modern devices; and
- the print fleet is being standardized (i.e. becoming a more homogenous array of makes and models).

The print fleet inventory report will be accessible via a web-portal, or as a regularly-updated report, and will include details on every print device, such as:

- make and model;
- duplex/non-duplex;
- MFD, SFP, or Stand-Alone Print Device;
- IP, network name;
- print volume (by colour, size);
- date of service;
- date of manufacture;
- City Location; and
- additional details as required by the City.

The accompanying MPS City Data workbook file contains an up-to-date inventory of a majority of the City's current print fleet (with the exception of a small number of Stand-Alone Print Devices). Upon commencement of a contract, the Provider will validate the MPS City Data workbook using the Provider's management and monitoring tools to perform an initial scan, and making visits to a representative sampling of City Locations. Upon finalization of a negotiated SOW, the Provider will take responsibility for the asset-tagging of the entire print fleet.

The Provider's asset management processes will be tightly integrated with the MACD processes, include asset-tagging, and will allow for the City's occasional migrations of/changes to City Locations (i.e. due to office moves, addition/subtraction of facilities).

For the purposes of initial and ongoing inventory exercises performed by the Provider, the MPS Liaisons will ensure that the Provider has escorted access to the City Locations that have secure access requirements (i.e. most VPD locations), and will ensure that the Provider receives all necessary information for the VPD locations that have total access restrictions (i.e. whereby escorting the Provider is not a viable option).

Section 5: Move, Add, Change, Disposition (MACD)

The main business processes used to control assets are the Move, Add, Change and Disposition (MACD) processes. The Provider will be the central point for all activities associated with the MACD processes of all in-scope print devices. MACD processes will be a service included within the PPI billing model, meaning that the Provider will not charge any additional fees for the removal, addition, change of location, or disposition of any print device or consumable.

A major component of the MPS program is that City Locations will have print devices added, removed, or changed in order to optimize the location. As outlined in Section 11: Optimization, the City will rely on the Provider to propose optimal configurations for every City Location (per the City Location Optimization Plans). The City is committed to optimizing the efficiency of its print fleet deployment so that it meets the City's print needs for every City Location, and does so with the fewest number of devices. The optimization of City Locations, lifecycle replacement of print devices, and addition of new print devices as needed, will result in MACD activities. The resulting MACD activities will be the most visible, and will have the greatest impact on most City employees. Therefore, MACD will need to be accompanied by agreed-upon change management processes, as well as training, if new print devices are deployed.

I. MACD Activities

In most cases, when devices need to be put in place, moved from one area to another, or physically removed from a City Location, the Provider will perform these actions. Exceptions include:

- Some VPD Locations have physical access restrictions that do not allow for Provider personnel to attend the site. In such cases, the Provider will coordinate with the VPD MPS Liaison to have the VPD IT support personnel perform the MACD activity, under the Provider's instruction.
- When, on rare occasion, the City may need to relocate a device with little notice or no notice to the Provider. The City requires that it have the to perform such moves at its own discretion, though the City will make reasonable effort to inform the Provider before or soon after such moves.

II. MACD Change Management

The Provider will employ effective change management techniques that will ensure MACD activities have minimal negative impact on City business units. These change management techniques will be documented in the form of policies and procedures to be reviewed and approved by the City's MPS Governance Board prior to implementation, and will include for all MACD activities:

- Assessment of the City Location's actual print needs ("City Location Assessment"), or validation of a given location's existing City Location Optimization Plan prior to MACD activities (see Section 11: Optimization);
- Communication with affected City Location's manager(s) prior to MACD activity;
- Notification to affected City Location's end users, both prior to as well as on the day of the MACD activity(ies);
- Communication explaining why the MACD activity is required, and how the print needs of the affected business unit will continue to be met;
- Communication regarding availability and scheduling of end user training resources;
- Coordination with City IT support personnel to ensure print queues are properly maintained (i.e. created, updated, or retired) during the MACD activity(ies);
- Approval and involvement of the MPS Liaison and appropriate MPS Operational Team resources;
- Inventory updates; and

- Removal of any no-longer-needed packaging materials by the Provider, for recycling or re-use.

III. Handling of Move/Add/Change Requests

The optimization of City Locations (refer to Section 11: Optimization) should result in print fleet deployments that meet the locations' print needs. However, City employees may request changes that are contrary to planned MACD activities (i.e. more devices, different devices, different device locations). In some cases, such requests may be considered and may result in a modification of the planned MACD activities; however, in other cases, such requests may be denied. Such requests will come in through various channels (e.g. through Provider Help Desk, City Help Desk, or in-person requests). The Provider will direct these requests to the City's MPS Liaisons, in the form of a trouble ticket within the City's Help Desk system. Upon receiving such requests, the MPS Liaison will work with the Provider's SPOC to determine the best course of action. If the request is to be denied, the MPS Liaison will deny the request, providing an explanation. If the MPS Liaison and the SPOC agree that the request merits a MACD activity, established MACD change management procedures will follow. In the event that the MPS Liaison and the Provider cannot agree on the appropriate action, a pre-determined escalation procedure (refer to Section 14: Management and Escalation) will follow. The City is committed to the optimization of its print fleet based on the Optimized Deployment Standard (refer to Section 11: Optimization); however, the Provider will make provisions for exceptions.

IV. Changes to City Locations

As a midsized organization, the City will, from time to time, acquire new offices or work locations, move groups or entire departments from one location to another, and vacate other locations. Every year, the City sees many small moves, and sometimes one major move. The City's MPS Liaison will give at least 7 days' notice to the Provider for all minor moves, and at least 30 days' notice for any major moves (by way of example only, a major move may include: one new Community Centre; one new Large Office; two or more Medium Offices; or four or more Small Offices). The Provider will be responsible for all required MACD activities and resulting costs in the event of changes to City Locations. Also included as part of the PPI billing, the Provider will perform City Location Assessments (refer to Section 11: Optimization) to establish optimal deployment designs for all newly-acquired, or significantly-refurbished City Locations.

V. Access to City Locations and Security Clearance

The City will provide Provider support personnel with appropriate physical access to nearly all City Locations so that the Provider's personnel will have access to print devices during the Print Support Hours of each given Location; however some VPD Locations have physical access restrictions. Specifically, VPD requires that Provider support personnel have an enhanced security clearance level for any and all of their personnel that will be providing support at any VPD Locations. This security clearance involves a records check and interview process, and is a process managed by the Vancouver Police Department. Furthermore, even with this security clearance, the Provider's support personnel will not have physical access to all VPD locations – meaning that for some locations, VPD IT support personnel will still be required to physically attend to (i.e. support), deploy, and remove devices at such locations, and if necessary, move devices to physically-accessible locations.

VI. Disposition

Further to the change management practices listed above, the disposition of print devices have additional requirements. When any print device is removed from service, the City requires that any storage media contained within the device:

- is physically destroyed by the Provider; OR
- is data-wiped using a pre-determined data-destruction utility.

In either case, the Provider will need to provide the City with a certificate of data destruction, and the Provider will ensure all decals identifying City or Provider ownership are removed.

In addition, the City requires that end-of-life devices be disassembled and component parts recycled in accordance with the Electronics Products Stewardship Canada's (EPSC) Environmental Recycling Standard (www.epsc.ca).

The Provider will ensure that equipment and component parts are not landfilled, improperly handled or exported to developing countries. In addition, the Provider will work with the City in identifying options for reducing end-of-life print device waste. Options may include, for example, a preference for print equipment that is designed for reuse or end-of-life recovery through efficient disassembly and/or ways to extend the life of equipment. Lastly, the Provider will need to report on waste resulting from end-of-life disposition. This might include, for example, regular reports on the number of devices disposed of, over a period of time, and the manner by which they were disposed.

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Section 6: Consumable Management

The Provider will provide all consumables (excluding paper) for all in-scope network-attached printers. The Provider is not expected to provide consumables for Stand-Alone Print Devices, but will provide consumables for all in-scope Single-Function Printers (SFPs) and Multi-Function Devices (MFDs). The Provider will bear all costs associated with the provision of these consumables to the City, and the costs of the consumables themselves. The overall PPI costs charged to the City will include these costs.

The Provider will proactively replenish consumables at all City Locations. In cases where a City Location has physical access restrictions, the Provider will provide consumable replenishments to City employees as needed so that these sites will have enough consumables on hand. In alignment with stated Service Levels (refer to Section 15: Service Level Agreement), the City expects all in-scope SFPs and MFDs to always have replacement consumables on hand for City employees, located in close proximity to the print devices, for the convenience of City employees.

In cases where an in-scope SFP or MFD runs out of a consumable, and there are no replenishment consumables on hand for City employees to replace them, City employees should be able to contact the Provider's Help Desk (by e-mail or phone) to request more consumables, or place requests for consumables via a secure website portal. In such instances, the City Location should receive replacement consumables in a timely manner in accordance with the Service Levels. However, the Provider will ensure that such stockouts will be rare, by proactively monitoring and maintaining consumable stock levels.

The Provider will, upon implementation of the Provider's print device management and monitoring systems, and a well-maintained inventory of all consumables at City Locations, be able to meet the City's expectation of always available consumable replacement stocks.

I. Consumable Placement and Delivery at City Locations

At City Locations with no physical access restrictions, the Provider will provide extra on-hand consumables at a convenient location near each print device.

At City Locations with physical access restrictions, the Provider will work with the MPS Liaison for the given location to ensure delivery of consumables, as well as pick-up of empty consumable cartridges.

II. Consumable Sourcing

In alignment with the City's zero waste goals, the City may consider generic, unbranded consumable cartridges, toner and ink. The City, however, prefers to use remanufactured cartridges. Furthermore, the City has a preference for consumables that are refillable, recyclable, or designed with recycled content.

III. Consumable Cartridge Recycling

The City expects that to the fullest extent possible, consumable cartridges will be refilled (preferred option), or recycled. City employees will leave empty cartridges next to replacement consumables, near the print device, and the Provider will collect these cartridges and ensure that they are put into the appropriate recycling or reuse channels. The City has a preference for processes that entail minimal shipping and repackaging activity (i.e. BC-based or Canada-based recycling facilities are preferred over out-of-country alternatives). The Provider will give the City access to data and reports, to allow the City to report on waste impacts from print consumables, inclusive of diversion or reduction efforts.

Section 7: Device Standards

The City expects to work with the Provider to develop and maintain a Print Device Standard. This standard will catalogue different models of print device mapped against defined- use cases. The primary purpose of this standard is to designate an array of print device models that will meet the City's various print needs, support the City's sustainability goals, and offer a consistent user interface experience across all of the Standard's models, allowing for end user familiarity and knowledge to build over time as the devices are deployed throughout the course of the City's engagement with the Provider. The Provider, when deploying any new print devices to the City, will use only the devices contained within the standard.

The Provider will work with the City's MPS Liaisons and MPS Operational Team to define a number of use cases that meet the City's various needs. These use cases will include details on:

- print volume requirement;
- colour option;
- transactional printing and/or form-based printing;
- need for MFD capabilities like copying, faxing, scan-to-e-mail, scan-to-file;
- need for duplex (expected in most every case, if not every case);
- paper size options (e.g. whether tabloid (i.e. 11" x 17") is required); and
- stapling, collating.

The table contained in Appendix B – City's Current Print Standard is the City's current Print Device Standard, and the City expects a similar table to be developed once the Provider has had the opportunity to become familiar with the City's various Site Archetypes, as well as the variations on those Site Archetypes. While the City expects to work with the Provider to define the use cases (termed "Procurement Criteria" within the appendix's table) that will reflect the City's various needs, the City will rely upon the Provider's expertise in the area of device knowledge to populate the models within the new Print Device Standard. Nonetheless, the City will retain the role of reviewing and approving every model entered into the standard, both at the beginning of the engagement, as well as going forward, as models are retired by the OEM and replaced with newer models. The City's MPS Liaisons will be responsible for the role of reviewing and approving models within the standard, and the Provider will be responsible for recommending models as well as altering recommendations based on the MPS Liaison's feedback or requests.

In addition to defining use cases, the City also expects to work with the Provider to define sustainability-related requirements of devices within the standard, specifically related to Energy Star and ECOLOGO certification.

Section 8: Sustainability

The Provider will develop and implement a Sustainability program to help the City measure and reduce the environmental impacts of print operations. While the City intends to realize cost savings (through the Provider's expertise in right-sizing/optimizing the fleet size, and through MPS deployment that will ultimately lead to lower costs reflected within the PPI pricing model), the City also expects to see measurable sustainability improvements. Specifically, the City expects to see sustainability improvements such as:

- Decreased energy consumption through:
 - Overall reduction in the number of devices due to MPS optimization
 - Modernization of print devices, with the expectation that newer model print devices have greater energy efficiency than the City's current (relatively old) fleet of devices
 - Introduction of a power management solution for the City's print fleet
- Decreased paper consumption through:
 - Technical print policies that favour duplex printing and margin reduction
 - Introduction of Print Release
 - other Demand Management efforts
- Reduced waste impacts from general print operations through efforts such as the following examples:
 - Sourcing print consumables which are recyclable, designed with some recycled content or reusable (preferred)
 - Using remanufactured cartridges
 - Reducing the overall number of print devices in operation and exploring ways to increase the average life span of those devices
 - Disposing of print devices in accordance with the EPSC's ([www.epsc](http://www.epsc.ca)) Environmental Recycling Standard
- Selecting of environmentally-preferable print device models that:
 - Meet Energy Star and ECOLOGO certification standards
 - Reduce or eliminate toxins in the devices and consumables
 - Minimize indoor pollutants
 - Print on 100% post-consumer waste recycled paper and use remanufactured or refillable consumables with no impact on warranty
- Reducing GHG emissions of technician travel to Sites through such initiatives as using more energy-efficient vehicles.

The City will work with the Provider to establish a set of sustainability performance metrics which will be reviewed by the Provider and the City's MPS Governance Board quarterly.

Prior to any significant MPS improvements being introduced by the Provider, it is first imperative that the Provider work with the City's MPS Liaisons to establish an agreed-upon baseline of sustainability metrics against which the City and the Provider can measure improvements over time. These baseline metrics will include, at minimum, the following:

- Number of print devices;
- Total energy consumption of the fleet (monthly);
- Total annual greenhouse gas (GHG) emissions of the fleet;
- Total paper consumption of the fleet (monthly);
- Total annual solid waste generated from end-of-life disposal of devices;
- Total consumption by weight of other consumables (ribbon, toner, ink, etc.);
- Total annual solid waste generated from disposal of consumables;
- Total indoor air pollutants generated by the fleet; and

- Enterprise average ratio of impressions per piece of paper (i.e. the ratio will be a value between 1 and 2, and is anticipated to approach 2 as duplex is more widely used).

The Provider will provide quarterly updates to the City's MPS Governance Board, on the Sustainability metrics, will recommend ways to improve continuously, and will work with the MPS Liaisons to implement and refine the Sustainability program.

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Section 9: Help Desk Support

The Provider will provide a help desk resource to the City as part of the PPI billing model. This help desk ("Provider Help Desk") will be the first point of contact for all print device-related service requests from City end users. The Provider Help Desk will be reached through at least two methods:

- 1) a single local or toll-free telephone number; AND
- 2) a single e-mail address.

The City would also like to see a web-portal by which end users could log in and place a service request as well, although this is not essential mandatory requirement.

Every in-scope print device within the fleet should have a sticker with the Provider Help Desk contact details, with a message indicating that all print-related support calls should be made using the provided contact details (i.e. either by e-mail or telephone).

In addition to receiving all manner of support requests from City end users, the Provider Help Desk will be automatically notified of any service messages that the Provider Tools can monitor for (e.g. device failures, paper jams, consumable shortages), in this way the Provider can provide timely service without the need for City end users to necessarily even be aware of the problem.

The Provider's responsibilities include every aspect of print device support (except paper supply); however, the City will have complete visibility into the Provider Help Desk's call volume, as well as the current status of all past and present service requests. The Provider will give the City view access to the Provider's help desk system via a web portal (or other equivalent access).

In some cases, a service request to the Provider Help Desk will require the attention of a City employee. By way of example, a request for more paper may be received, or a move/add/change request may require action from the MPS Liaison (refer to Section 5: Move, Add, Change, Disposition). The Provider Help Desk will respond to all calls, and especially calls of this nature, by forwarding to the City Help Desk, and flagging the calls as requiring City action.

All scenarios that would involve a help ticket being passed from the Provider Help Desk to the City Help Desk, or from the City Help Desk to the Provider Help Desk, one or more times, will be mapped out in a work flow to ensure that the Provider's and the City's help desk teams are able to work together effectively to address all manner of print-related calls.

As outlined in Section 15: Service Level Agreement, the placement of a service request by telephone or e-mail, or auto-generated service message all constitute a valid "Clock Start" time, meaning that from the Clock Start time, the Provider is required to meet or exceed the pre-defined Service Level (refer to Section 15) depending on the type of call. Upon receiving the service request, the Provider will commence the required activities (e.g. sending a support technician) to meet the Service Level expectations/targets.

Section 10: Overview of the Provider Tools

The Provider will have specific system tools (“Provider Tools”) that need to be implemented in order for the Provider to effectively manage, monitor, and report on the in-scope print devices, and meet all the expectations laid out within this SOW. During the initial stages of MPS implementation, the City can work with the Provider to implement and configure the Provider Tools. Once the Provider Tools are in operation, the Provider will work with the City’s MPS Liaisons and MPS Operational Team to perform system patching, upgrades, and changes to the Provider Tools.

I. Purpose of Provider Tools

At a minimum, the City envisions that these Provider Tools will be able to perform the following functions:

- Monitor the real-time status of all in-scope network attached printers, including consumable levels;
- Monitor and manage print jobs, including details like user, size, page count, colour and B&W information;
- Provide detailed automated error reports to the Provider that the Provider will use to perform device maintenance as needed;
- Monitor and manage (patch) print device’s operating system versions;
- Monitor print volume, by both page and by impression; and
- Monitor and manage power states, for the purposes of measuring power consumption of the fleet, and also for effecting reductions in energy consumption (e.g. ability to apply a power profile that would make a device enter a low power mode during known non-business hours for the given location).

The Provider Tools will also include a database component that will track and record all monitored activity (as described above), and will also include details on every in-scope print device, such as:

- Make, model, serial number, attached modules (e.g. additional feeder trays, etc.);
- Network information (MAC address, IP); and
- City Location.

The Provider Tools will either integrate with, or include reporting systems that will allow the Provider to meet reporting expectations outlined in this SOW (refer to Section 4: Asset Management and Section 16: Governance Model).

The City currently uses Dell KACE asset management appliances, and may wish to leverage any integration points between its KACE system and the Provider Tools, particularly in the area of monitoring and reporting.

II. Secure Access

The Provider Tools should be set up using the most effective combination of off-premise and on-premise components; however, any off-premise systems will not contain actual print jobs, or print job content in any form. Furthermore, on-premise systems will be configured such that authorized City personnel will have full access to these systems, and the remote use of these tools by the Provider will be locked down in order to prevent the Provider from having access to any other City internal systems (note: exceptions may be made for access to complementary systems).

III. VPD Exceptions

The VPD has special security requirements that restrict non-VPD personnel from having any type of access to the VPD's internal network; as such, the implementation of the Provider Tools for VPD must be on-premise. More importantly, the day-to-day operation of the Provider Tools will be performed only by VPD IT support personnel. In order to facilitate the Provider's need to monitor, manage, and report on MPS at VPD City Locations, the City expects that VPD-approved data export processes will be created and used. Unlike for the rest of the City, the Provider will not be allowed any type of remote access to the Provider Tools on the VPD network. The City understands that this may present challenges when considering the MPS service as proposed within this SOW, and may therefore adjust expected Service Levels for VPD City Locations, as appropriate.

IV. Provider Managed Print Queues and Print Servers

As described in Section 2, Part I, the City may negotiate with the Provider to manage the City's Print Queue and Print Server systems, if the City determines that there is value and benefit. Due to Provincial legislative requirements, the City will not entertain that its print server and print queue systems be moved off-network, as the City's print jobs may contain confidential and/or personal information. However, if an acceptable administrative access model can be created that ensures the Provider will not have any access to any other IT systems, the City may consider ceding this function to the Provider. Note, however, that management of VPD based Print Queues and Print Servers will continue to be the sole responsibility of VPD staff.

Section 11: Optimization

One of the most important aspects of the overall MPS engagement is that the Provider help the City achieve the optimal deployment of all in-scope print devices. The Provider will, through the course of the anticipated 12 to 18 month MPS Implementation Project (refer to Section 17: Implementation Project), transition the City's entire print environment to a future MPS state, using the optimization approach laid out in this Section 11: Optimization. The City expects that the optimal deployment of right-sized print devices will result in an MPS environment that:

- requires fewer overall print devices than are currently deployed;
- consumes less energy; and
- meets the print needs of the City's various business units as efficiently and as cost-effectively as possible.

The Provider will have considerable expertise in recommending optimal deployment standards, practices, and techniques. Equally important to MPS optimization is the Provider's expertise in Demand Management. In addition to optimizing device deployments, the Provider will help the City to achieve its strategic goal of reducing overall print volumes (i.e. Demand Management). The Provider will offer the City its expertise and creativity in implementing effective Demand Management solutions.

Optimization and Demand Management are to be incorporated into the City's PPI billing model.

I. Optimized Deployment Standard

The Provider will propose standards and practices to determine the number of, and the type of print devices that will best serve any given City Location based on user density, print needs, square footage, and floor plan of the location. These standards and practices will be compiled into a single "Optimized Deployment Standard", which would be authored by the Provider in consultation with the City's MPS Liaisons, and which will be reviewed and approved by the MPS Governance Board.

The Executive Sponsor of the MPS Governance Team is committed to having the City optimize its print environment in order to reduce costs and become more sustainable by having the fewest possible devices meet the City's print needs. To achieve this, the MPS Governance Team prefers to endorse the most efficient and consistent optimized deployment practices that meet the needs of the City's user base. These practices, in measurable terms, will be embodied within the Optimized Deployment Standard, which would be a standard that would complement the City's Print Device Standard (refer to Section 7: Device Standards).

II. City Location Assessments

Upon commencement of the contract, the Provider will perform on-site inspections ("City Location Assessments") of most City Locations to develop a City Location Optimization Plan for each of the locations. For smaller sites (e.g. Site Archetype, "Microsite") the Provider may not need to visit every single location. The MPS Liaison will be responsible for providing a floor plan (usually in the form of a to-scale PDF) for most City Locations, and/or facilitate an onsite inspection for the Provider. At minimum, the MPS Liaison will provide an accurate description of the location's lay out. Where available, the floor plans will include current print device locations.

Through the City Location Assessments, the Provider will obtain an understanding of the location's print needs. City Location Assessments, as facilitated by a City MPS Liaison, will allow the Provider to speak directly with the location's management personnel who will be a valuable information resource (although they cannot be expected to be experts in articulating their business unit's print needs). During the City Location Assessments, the Provider will gather information on requirements such as: print volume; colour printing; scanning and copying; paper size; transactional printing; and

sensitive print job needs (for example, in advance of Print Release technology, an HR manager cannot be expected to send sensitive print jobs to a device easily accessed by other City employees). The Provider, using the City Location Assessments, Provider Tool reports on existing print devices, floor plans, data contained within the MPS City Data workbook, and access to communicate with a given location's management staff will allow the Provider, in consultation with the MPS Liaison, to develop a City Location Optimization Plan for every location that complies with the already defined Optimized Deployment Standard.

III. City Location Optimization Plans

The purpose of every City Location Assessment is to enable the Provider to develop a City Location Optimization Plan ("Optimization Plan"). The Optimization Plans should comply with the Optimized Deployment Standards, and should take the form of a floor plan indicating print device placements (note: small or simple locations will not require a floor plan; however, some form of detailed record will be required). The Optimization Plan will also indicate the model of each printer deployed. If possible, the Provider Tools will allow the City to view the floor plans; otherwise, the Provider will send the City up-to-date copies of all approved Optimization Plans. In order for resulting MACD procedures or City Location Optimizations to be followed, Optimization Plans must be reviewed and approved by the appropriate MPS Liaison.

IV. City Location Optimizations

Upon completing the City-approved Optimization Plan, the Provider will schedule and communicate the work necessary to alter the location's print device deployments. City Location Optimizations will leverage all of the MACD procedures defined in Section 5: Move, Add, Change, and Disposition. The process of using MACD procedures to bring any given City Location into conformance with its respective Optimization Plan will be termed City Location Optimizations. While MACD procedures are defined mostly for the ongoing maintenance of the City's print fleet on a per device change basis, the Provider will use the 12- to 18-month MPS Implementation Project period (refer to Section 17: Implementation Project) to:

- perform City Location Assessments for all City Locations;
- develop City Location Optimization Plans for each City Location; and
- execute all changes (i.e. Move, Add, Change, Disposition) required for each City Location to conform to its specific Optimization Plan.

At the conclusion of the MPS Implementation Project, the Provider will have performed City Location Optimizations on all City Locations.

V. Demand Management

In addition to optimizing City Locations, and with MPS Liaison approval and participation, the Provider will provide recommendations on, and act on the recommendations to effect an overall print volume reduction at the City. At present, the City envisions the Provider's Demand Management services to include:

- Authoring of up-to-date print policy;
- Introduction of standard technical policies such as default duplex printing and margin reduction;
- Implementation of print management tools such as "PaperCut®"; and
- Implementation of a Print Release technology (i.e. employees using City ID cards to "release" print jobs upon scanning at the MFD).

Subject to negotiation, most or all of the above initiatives will be included within the City's PPI billing model. Furthermore, the Provider will, during quarterly meetings with the MPS Governance Board, present and discuss any of its recommended Demand Management solutions to the City.

Further to the services described above, the City is interested in the possibility of implementing Scan-to-Workflow solutions. While not necessarily to be included in the PPI billing model, the Provider may suggest, consider, and explore Demand Management opportunities addressing Scan-to-Workflow solutions while working with the MPS Liaisons. The Provider will recognize that implementation of any Scan-to-Workflow solutions requires the City to present a business case and obtain additional budget.

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Section 12: Training

The Provider will provide end user training for all newly-deployed print device models, via web-based training and/or on-premise instructor-led training, as most appropriate for the affected end users. In addition, the Provider will provide training to the City's IT support personnel on all support topics on which they may be expected to offer support (e.g. basic trouble shooting, fuser replacement). End user training will be considered especially important in cases where unfamiliar MFDs are being deployed, in which case, the Provider will provide training within 24 hours of the deployment of the device, in concert with standard change management practices.

I. End User Training

The Provider will offer end user training in cases where new devices are being deployed, either as a single MACD change, or as new devices are deployed as part of a City Location Optimization (refer to Section 11: Optimization). Training is to be optional (for the end user to take advantage of). Training will, at minimum, take the form of web-based online training, or, where a large group is being affected (e.g. all Xerox MFDs from a Large Office are being changed to a different OEM's MFD as part of a City Location Optimization), on-premise instructor-led training will be offered by the Provider.

Web-based Online Training

All new device deployments will be accompanied by web-based online training for the device being deployed. A simple 5- to 20-minute video or slideshow that shows the functionality of the specific model of device may be appropriate, although communication must include an FAQ and instructions directing end users to call or e-mail the Provider Help Desk for all support needs (excluding paper resupply requests). Without exception, standard communication must accompany new device deployments, and must include mention of, and links to, the web-based online training content. For simpler Single Function Printers (SFPs), or areas receiving an MFD where a high percentage of the affected end users are familiar with the new devices capabilities, or there is a lack of end user interest, web-based online training alone may suffice and there may not be need for on-premise instructor-led training. The Provider shall to send communication (including links to the training session(s)) to the users at least three business days prior to the deployment of any new device, and shall ensure that a reminder is sent to users on the day of actual deployment.

On-premise Instructor-Led Training

In instances where a new MFD is being deployed to a City Location and the MFD is made by a different OEM or offers different functionality than the preceding print device, optional on-premise instructor-led training will be offered to the affected end users to minimize impact to the City Location's day to day business operations. On premise instructor-led training should take the form of (one or multiple) 30 minute demonstrations from a knowledgeable instructor who can provide groups of 5 – 15 end users at a time with an in-person walk-through of the new device's capabilities. A single end user should only need to attend one of these 30 minute walk-throughs, with multiple walk-throughs being made available where there are a large number of affected users (e.g. Large and Medium Offices) or the affected employees cannot reasonably be expected to all attend the same walk-through.

II. IT Support Personnel Training

Despite the Provider's role of being the MPS provider for the City, the City's IT support personnel will be called upon from time to time to have good knowledge of the print devices, how to use them, and how to perform basic maintenance. When a new model of device is being introduced to the City, the Provider will offer City IT support personnel basic training on the support of the new device. The training will be provided in-person, and will address, at minimum:

- toner or ink cartridge replacement;

- fuser cartridge replacement;
- paper jam removal instruction;
- general troubleshooting;
- initial device configuration to enable scan-to-e-mail and scan-to-network capabilities;
- network configuration;
- queue configuration, default driver configuration; and
- end user driver configuration.

The Provider will ensure that the training provided will result in the City's IT support person:

- being as knowledgeable as the most proficient end user for a given device; and
- having the knowledge and ability to modify both the print queue configuration and the configuration of the print driver at the end point (on a user's Windows computer).

The training may be needed only once per new model introduced (i.e. training is unlikely to be required for every subsequent deployment of that model of device).

The City's IT support personnel are divided into four teams, based on role and service provided:

- one Help Centre comprising approximately 15 persons who provide 1st Tier support (i.e. phone support and remote assistance only);
- two 8-person teams of 2nd Tier support personnel who perform desktop support:
 - "Campus Team" responsible for supporting all campus-based City Locations (i.e. City Hall, East Wing, VanCity Building, 450 & 456 West Broadway, Crossroads);
 - "Field Services Team" responsible for supporting all other City Locations; and
- a 6-person team of 3rd Tier support personnel, the "Systems Group", responsible for supporting the City's enterprise infrastructure systems (e.g. Active Directory, Exchange).

When a new device is deployed, the Provider will provide in-person training to at least one person from each of the four teams mentioned above. The focus of the training may be differentiated based on the support needs of the support personnel's duties. By way of example, training on queue and driver configuration will be provided to the "Systems Group", training on topics such as end-point driver configuration will be provided to the Help Centre, and training on fuser/toner replacement, clearing paper jams, and end-point driver configuration will be provided to the Campus and Field Services Teams.

III. VPD IT Support Resource Training

Because the VPD maintains a network securely and logically separated from the rest of the City's network, it will maintain its own IT support department. Furthermore, the VPD has security requirements that mandate that only VPD staff will perform (with guidance from, and in consultation with the Provider) a separate and secure implementation of the Provider Tools, as well as continue to support VPD's own print queues and print servers. Therefore, the Provider will provide VPD IT support personnel with training on not only the operation and maintenance of new device models introduced, but also the implementation, configuration and use of all the Provider Tools. Furthermore, because most VPD City Locations have physical security requirements that prevent the Provider's service technicians from having free and easy access to the majority of print devices deployed at VPD locations, the Provider must provide IT Support Resource Training, to enable VPD staff to perform a greater range of support activities on devices at VPD facilities.

Section 13: Financial and Billing

The Provider will offer a Price-Per-Impression (PPI) billing model as the primary or sole means by which it will bill the City for all of the MPS products and services as described in this SOW. The MPS products and services can be summarized briefly as follows:

- Maintenance of all in-scope print devices (except Break-Fix of Stand-Alone Print Devices);
- Provision of new print devices where needed;
- Asset management of all in-scope print devices and consumables ;
- Move, Add, Change, Disposition of all in-scope print devices;
- Print device related consumables and their management (excluding paper);
- Support services for all in-scope print devices including Help Desk services;
- Implementation, configuration, management, and support of Provider Tools;
- Print fleet optimization and Demand Management;
- End user and IT support personnel training;
- Implementation of all of the above (MPS Implementation Project); and
- Performance of all of the above to meet defined Service Levels.

I. Proposed PPI Billing Model

The City prefers a simple PPI billing model to be used as the primary or sole means by which the Provider will bill the City. For the purposes of this SOW, an impression is defined as the production of an image on paper by any in-scope print device (in other words, excluding scanned images or fax transmissions). The PPI for any impressions produced on colour-capable print devices will be split into: one PPI for black and white (B&W) impressions; and one colour PPI for colour impressions. If plotters are negotiated into the scope of the MPS SOW, a separate PPI rate will be determined. The Provider would bill the City on a monthly basis using the print volume data for the month applied against the PPI rates (for colour and B&W).

The PPI billing model described in the SOW will include mutually agreed-upon pre-determined damages for which the Provider will indemnify the City, for any instances where the Provider fails to meet defined Service Levels.

Once the PPI rates have been agreed upon, the Provider will hold the rates unchanged for the term of the contract; however, an annual review of the PPI rates may be conducted by the City and the Provider, under the condition that such reviews will not result in unjustified increases in PPI rates, or that the SOW describes in detail how to address any adjustments to PPI rates.

II. Rewarding Demand Management

As outlined in Demand Management (Section 11: Optimization, Part V), the City expects the Provider to help the City to reduce its overall print volume. To achieve this, the City may consider a financial arrangement that will allow the Provider to receive an agreed-upon portion of any savings realized by the City, as a result of successful Demand Management. A negotiated SOW will incent the Provider to help the City minimize its print volume.

III. Commencement Arrangement

Prior to the commencement of services, the City and the Provider will establish how the transition to the PPI billing model will be conducted. The transition may occur in one of two ways:

- 1) **as a Single Cutover:** where the PPI billing model covers the entire fleet of in-scope devices, and using the City's entire print volume, and an agreed-upon estimate of the City's current print volume (determined using the best measurements available). In other words, the City can currently track actual monthly print volumes on most devices in the

- fleet, and working with the Provider, will be able to accurately estimate the total print volumes of print devices not currently monitored (i.e. all Stand-Alone Print Devices, and some of the networked Single Function Printers). This “Single Cutover” method will require the Provider to immediately take responsibility for the entire scope of products and services included within the SOW, including meeting the Service Levels; or
- 2) **as a Phased Transition:** where, as the MPS Implementation Project rolls out, and as soon as successful optimization of each City Location is reached, the print volumes for that City Location would become billable (using the PPI billing model). This “Phased Transition” will entail that the MPS products and services included within the SOW will become the responsibility of the Provider on a site-by-site basis.

The City has a preference for the Single Cutover method, but may consider exploring options with the Provider (as described in the negotiated SOW prior to commencement of services).

IV. Length of Contract

The contract length for MPS services is expected to be three years, with the City’s option to extend for two additional 1-year terms. The maximum length of the contract is 5 years, after which the City is required to retender the contract.

The contract between the City and the Provider will include an annual review, to be conducted by the City’s Supply Management department in consultation with the Provider, and with the assistance of the MPS Liaisons. The purpose of the annual review is to ensure that the PPI billing model and the MPS services and products provided are meeting the City’s expectations.

V. Sale of Print Assets

The Provider will fully support and optimize all of the print devices the City currently has deployed, and will purchase these devices (inclusive of any consumables the City has in stock at the time of ownership transfer). A Fair Market Value (“FMV”) for these assets will be negotiated, which the Provider will pay the City at the commencement of services (the particulars of which will depend on how commencement of services is arranged as discussed in Part II – Commencement Arrangement). The City expects a straight-forward sale of all City-owned print devices, as described in the Managed Print Services Agreement of the RFP.

VI. Extra Services

The PPI billing model will cover all in-scope MPS products and services as described in this document, but it is anticipated that the Provider will be called upon from time to time throughout the length of the contract term to perform services not included within SOW, in which case the City will negotiate pricing with the Provider for additional services. By way of example, the City may be interested in introducing scan-to-workflow solutions to reduce the need for print: such an implementation is likely to entail significant business analysis work, systems integration, and potentially the purchase of software.

Section 14: Management and Escalation

Prior to the commencement of MPS services by the Provider, the City and the Provider will have clearly defined chain of authority and escalation procedures in the event that issues arise. These will be defined through discussions with the Provider.

Issues may include cases where the Provider significantly or repeatedly fails to meet Service Levels defined within the SOW, or perhaps the City and the Provider cannot agree on an issue that has not been clearly or effectively addressed within the SOW, and City business operations are at risk. In such cases, it is imperative that escalation procedures are in place so that the City can work with the Provider as quickly as possible to resolve the issue to the satisfaction of both parties.

I. City Management Structure

The City's MPS Governance Team (refer to Section 16: Governance Model) is intended to provide governance that ensures rational and effective policy decisions, as well as project and operational guidance; however, it is not intended to offer a readily available problem solving team where issues require persons authorized to make key decisions, commitments, or concessions. Rather, in the event of issues as discussed above, the MPS Liaison (refer to Section 16) will escalate issues (based on the context of the issue) to one or more of the persons listed in Table 14.1 below. This table is not an exhaustive list of the City's hierarchy of employees; it includes only the names of persons most likely to be required to resolve issues related to print services.

Table 14.1 – City Management Structure

| Name, Title | City Department | Description of Authority |
|-------------------------------------|----------------------------|---|
| Sadhu Johnston, Deputy City Manager | City Management Team | Reports to the City Manager, executive authority to handle any issues that require highest level involvement. |
| Patrice Impey, CFO | City Management Team | Reports to the City Manager, executive authority to handle any issues with significant financial impact or commitment. |
| Mark McDonald, CIO | Information Technology | Reports to the CFO, executive authority over the City's IT department. |
| Connie Zelter, Director | Information Technology | Reports to the CIO, director in charge of IT's Infrastructure Division, responsible for print services for the City. |
| Kathy Wunder, Director | VPD Information Technology | Reports to the Chief of Police, can make director level decisions in regards to print services for VPD. |
| Myron Backlin, Sr. Manager | Financial Services | Reports to the CFO, stewards the City's IT related budget and financial commitments. |
| Nick Kessam, Director | Supply Management | Reports to the CFO, executive authority over the City's purchasing department, responsible for all City vendor relationships. |
| Huan Ngo, Category Manager | Supply Management | Reports to the Director of Supply Management, responsible for IT-related purchasing and IT-related vendor relationships. |

Upon final negotiations, the City and the Provider will finalize contact details for the persons listed above, as well as any additional required personnel.

II. Provider Management Structure

The Provider will provide the City with a Single Point of Contact (SPOC) (refer to Section 16) who is an employee of the Provider, who may or may not have decision-making authority, but who has the ability to easily and quickly escalate any issue resolution up through the Provider's chain of command to ensure timely resolution by persons authorized to make executive level decisions. The Provider will provide the City with its management structure and accompanying contact details to use in the case of issue resolutions requiring executive authority to resolve.

III. Escalation Procedures

Using the City's and the Provider's management structures as described in I and II above, the City and the Provider will create mutually agreed upon escalation procedures for issue resolution. As required, these escalation procedures will be initiated by either the SPOC or the City's MPS Liaisons. The escalation procedures will have defined timelines for each level of escalation, and may also define various levels of severity of issues.

Section 15: Service Level Agreement

An essential component of the SOW is defined metrics with regard to the City's service level expectations of the Provider. The Provider will provide the expected service levels for specific types of tasks and responsibilities as defined by the City. A finalized Service Level Agreement (SLA) addressing the service items listed in Table 15.3 – SLA Main Table will be included in the final negotiated SOW.

The "City Locations" sheet in the MPS City Data workbook lists all City Locations that the Provider will be responsible for servicing, as part of its MPS service for the City. Additional City Locations may over time, be, added to or removed from the SLA (refer to Section 5: Move, Add, Change, Disposition (MACD)). Within the City Locations sheet, the column titled "Print Support Priority" assigns one of two values: High; or Standard. These values are used to differentiate service levels defined in "Table 15.3 - SLA Main Table". Also within the City Locations sheet, the column titled "Print Support Window" assigns one of two types of Print Support Window for each location listed. They are defined in the following table:

Table 15.1 – Print Support Window Definitions

| Print Support Window | Definition |
|----------------------|--|
| M-F 8:30-5 | The location, as listed in the City Locations list, requires that the Provider be responsible for SLA defined support levels at any time between 8:30 a.m. to 5:00 p.m., from Monday to Friday, <i>excluding</i> statutory holidays. These hours are, for the purposes of the SLA, the Print Support Window for the location listed. |
| 7 days, 8:30-5 | The location, as listed in the City Locations list, requires that the Provider be committed to SLA defined support levels at any time between 8:30 a.m. to 5:00 p.m., every day of the week, <i>including</i> statutory holidays. These hours are, for the purposes of the SLA, the Print Support Window for the location listed. |

For further clarity, some of the terms used in Table 15.3 - SLA Main Table are defined in Table 15.2 – SLA Term Definitions, as well as in Appendix A - Definitions.

Table 15.2 – SLA Term Definitions

| Term | Definition |
|----------------------|---|
| Print Support Window | Any time that falls within the prescribed hours for a given location as defined in Table 15.1 – Print Support Window Definitions. |
| Print Support Hour | A 60-minute period that occurs entirely or partially within the Print Support Window of a location. In the event that a Print Support Hour's 60-minute period occurs such that some portion of it would fall outside the defined Print Support Window, the remainder of it shall be considered to apply to the next available period of time that falls within the Print Support Window for the given location. By way of example: <i>A location with a defined Print Support Window of M-F 8:30-5 places a service call that requires the Provider resolve the service request within 2 Print Support Hours from Clock Start, and the service request's Clock Start time is 4:47 p.m. on a Friday. The 2 Print Support Hours would expire at 10:17 a.m. on the following Monday.</i> |
| Print Support Day | A 24-hour period of time. If any portion of the 24 hours falls on a day of the week not included within a given site's Print Support Window, then the remainder of the 24 hours shall be considered to apply to the next week |

| | |
|------------------------|---|
| | <p>day that does fall within the Print Support Window for the site.</p> <p>By way of example: <i>A location with a defined Print Support Window of M-F 8:30-5 places a service call that requires the Provider resolve the service request within 2 Print Support Days from Clock Start, and the service request's Clock Start time is 4:47 p.m. on a Friday. The 2 Print Support Days would expire at 4:47 p.m. on the following Tuesday.</i></p> |
| Clock Start | The point in time at which the given Service Request within the SLA will be considered to be ready for action by the Provider, after which the Provider is responsible for achieving the Resolution Criteria within the stated time. |
| Resolution Criteria | The criteria for which the given Service Request shall be considered resolved. |
| Service Item | A service that requires some level of definition and measurement within the SLA table. |
| Service Request | A Service Request is a request for service from the Provider by a City employee. |
| SLA Requirement | <p>In measurable terms, the City's defined expectation of the service that the Provider will provide to resolve:</p> <ul style="list-style-type: none"> • a Service Request to the City's satisfaction (i.e. meeting the criteria as defined in the Service Request's Resolution Criteria); or • a specific service level measurement for a Service Item. |
| Print Support Priority | In the MPS City Data workbook, a value of High or Standard is assigned for each City Location in the column titled, "Print Support Priority". Service level requirements vary depending on the priority value for a given City Location. A value of High indicates that the given location has a greater reliance on print, and that the lack of print capability will result in a negative business impact in a shorter time frame than that for a Standard priority location. |

Table 15.3 – SLA Main Table defines the service level requirements that the Provider will meet. For each type of service request or service item, specific metrics are provided for the SOW's SLA.

Table 15.3 – SLA Main Table

| Service Request or Service Item | Location's Print Support Priority | Clock Start | Resolution Criteria | SLA Requirement |
|---|-----------------------------------|--|---|---|
| Initial Response for Break-Fix Request | Standard and High | On receipt of call or e-mail into Provider Help Desk, or when Provider receives automated alert. | Provider contact with client and/or Help Centre | Initial response and assessment within 1 Print Support Hour |
| Break-Fix of a Multi-Function Device (MFD and SFP) | High | On receipt of call or e-mail into Provider Help Desk, or when Provider receives automated alert. | Device fixed | 95% of Service Requests resolved within 3 Print Support Hours of Clock Start |
| | Standard | | | 90% of Service Requests resolved within 1 Print Support Day of Clock Start |
| Availability of functional MFD and SFP at Location (where Location has one or more MFPs or SFPs) | High | N/A | N/A | 99.9% availability of at least one SFP or MFD at the Location during Print Support Window |
| | Standard | | | 98% availability of at least one SFP or MFD at the Location, or neighbouring Location that is within one floor, during Print Support Window |
| Overall Equipment Uptime (SFP and MFD) | High | N/A | N/A | 98% uptime of equipment during Print Support Window |
| | Standard | | | 95% uptime of equipment during Print Support Window |
| Onsite Response | High | On receipt of call or e-mail into Provider Help Desk, or when Provider receives automated alert, | Provider arrives onsite. | Provider arrives at City Location within 3 Print Support Hours |
| | Standard | <u>where on-site attendance is needed to resolve the issue.</u> | | Provider arrives at City Location within 6 Print Support Hours |
| Help Desk Response | High or Standard | On receipt of call into Provider Help Desk. | Phone call answered by Provider Help Desk | 70% of calls answered within 60 seconds by Provider Help Desk agent, 90% answered within 3 minutes |
| Consumable Availability | High | N/A | N/A | 99.99% of time, Consumables are available at Location |
| | Standard | | | 98% of time, Consumables are available at Location |
| Restock Consumable | High | On receipt of call or e-mail into Provider Help Desk, or when Provider receives automated alert. | Consumables arrive at City Location, and are signed-in/received by City staff | Consumables restocked within 2 Print Support Hours |
| | Standard | | | Consumables restocked within 4 Print Support Hours |

A final and negotiated SOW will contain additional details for the SLA section which will further define in measurable terms, the City's service expectations of the Provider. Additional details will include, but not be limited to, the following:

- Explicit details on how the measurements will be made;
- How often the measurements will be reviewed for compliance, by both the City and the Provider;

- Circumstances and exceptions under which the Provider may not be expected to meet an SLA, or how a measurement may be adjusted to take into consideration factors which are beyond the Provider's control (e.g. power outage, lack of access to a site);
- Mutually-agreed SLA exceptions for inherited devices (i.e. applies only to previously City-owned devices, not devices installed by the Provider);
- VPD-specific service requirements for specific VPD sites (e.g. VPD Jail and Report Writing Rooms), to guarantee printing 24 hours per day, 7 days per week; and
- Liquidated damages, as described in the Managed Print Services Agreement, payable to the City by the Provider, if the Provider fails to meet any SLA requirement.

DRAFT

Section 16 Governance Model

The model of a single external MPS provider being engaged to not only meet all of the City print needs but also ensure that the print services are provided in the most sustainable and efficient manner possible represents a significant change from the City's current print model. The move to an externally-provided MPS model will result in a significant transformation for the City, given that the Provider will perform site assessments and optimizations at each City Location, perform print device maintenance, perform all MACD services, as well as work with the City MPS Liaisons to introduce effective technical print policies. Throughout the transformation, it is imperative that the City maintain ultimate control of the transition to the MPS model, as well as be informed of every aspect of the ongoing work. This section of the SOW proposes a governance model that will allow the City and the Provider to work together effectively to achieve agreed-upon goals.

I. City's MPS Governance Team

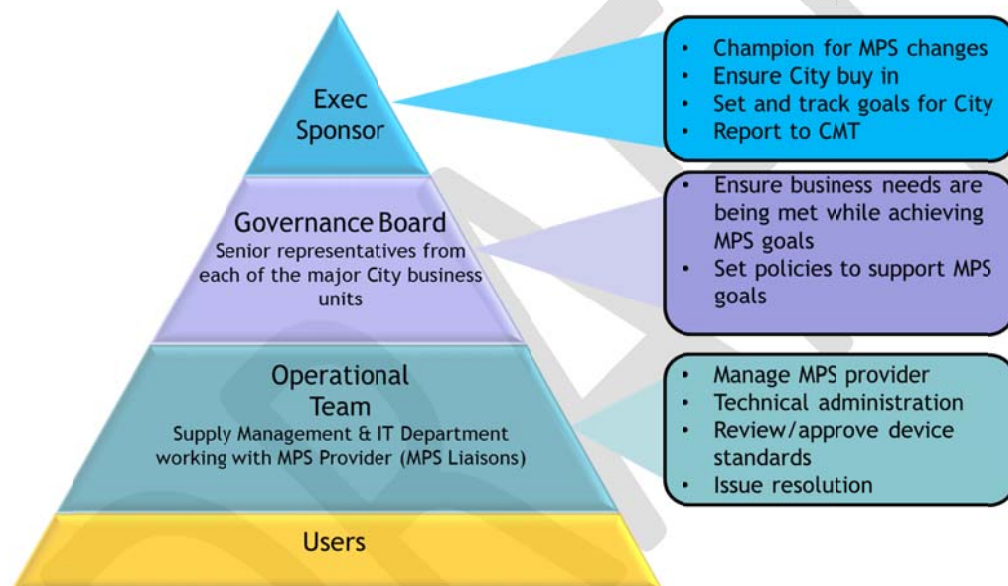


Table 16.1 below lists the roles that will comprise the City's MPS Governance Team.

Table 16.1 – City's MPS Governance Team

| Governance Component | Make up and Role |
|------------------------------|---|
| MPS Executive Sponsor | Sadhu Johnston, Deputy City Manager, will be the executive sponsor for the MPS Implementation Project. He will be relied upon to: <ul style="list-style-type: none"> • Champion the Managed Print Services transition; • Determine the make-up of the cross-departmental MPS Governance Board; • Drive accountability model for print reduction; • Endorse print strategies & policies; and • Create visibility for changing the print culture at the City . |
| MPS Governance Board | This board will include representatives from the major City business units, and will be comprised of 6 – 8 director level (or higher) employees. This board will be relied upon to ensure that the City's business needs are being met while MPS goals are being achieved, |

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| | and to make policy decisions. It is anticipated that the MPS Governance Board will meet on a quarterly basis to review MPS Governance Reports as well as updates presented by the Provider's SPOC and the City's MPS Liaisons. |
| MPS Operational Team | This team will include mostly IT department personnel, and will work with the Provider on a day-to-day basis. Roles within this team will vary, and will include aspects such as: planning; communication; monitoring of systems; implementation of technical MPS components (where City action is required); facilitation of Provider access to City Locations; review and approval of makes and models of print devices; and regular monthly meetings with the Provider's SPOC and supporting team. Except for the MPS Liaisons, the members of the MPS Operational Team will have other work commitments unrelated to MPS. |
| MPS Liaison | Effectively part of the MPS Operational Team, the City expects to identify at least two MPS Liaisons who will be dedicated entirely to working with the Provider during the MPS implementation period (i.e. the first 12- to 18-month period). One of the liaisons will be dedicated to the VPD, and the other liaison will be dedicated to the rest of the City departments. The role of the MPS Liaison is to: delegate work as need to the MPS Operational Team; coordinate with the Provider; and be the City's primary point of contact for the Provider. |

The governance components listed above should provide an appropriate amount of executive level backing, City business unit voice and representation, as well as operational technical expertise for the City to ensure a successful MPS transition.

II. Provider's MPS Representatives

The Provider will appoint one of its employees to act as a Single Point of Contact (SPOC) with whom the City's MPS governance team members can communicate. The Provider's SPOC will be supported by a team of other Provider personnel, and will have the appropriate level of authority ensure that the City's needs and concerns are met.

III. MPS Governance Reports

Essential to a successful MPS implementation, the MPS Governance Team requires project status information to allow fact-based decision-making, and continuous improvement.

The Provider will provide regularly-updated reports, to be made available via portal to members of the MPS Governance Team. Some or all of these reports will be presented at the periodic review meetings with the MPS Governance Board, and will include reports such as those listed in Table 16.2 – MPS Governance Reports Detail.

Table 16.2 - MPS Governance Reports Detail

| Report | Description |
|---------------------------------|--|
| Pre-MPS Sustainability Baseline | With assistance from Provider (in the form of sample City Location Assessments and use of their data gathering tools), a report that will provide a best effort estimation of the City's pre-MPS implementation sustainability metrics across all in-scope devices. To be used for ongoing evaluation of the results of improved sustainability. |
| Pre-MPS Print Volume Baseline | With assistance from Provider (in the form of sample City Location Assessments and use of their data gathering tools as well as data |

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| | contained within the attached MPS City Data workbook), a report that will provide a best effort estimation of the City's pre-MPS implementation print volume across all in-scope devices. To be used for ongoing evaluation of the results of Demand Management. |
| Pre-MPS Costs Baseline | An important baseline against which to make comparisons, mainly to be gathered by the City with assistance from the Provider. |
| Monthly Operational Score Card | The Provider will propose a performance management approach. |
| Demand Management: | The City requires innovation and proactive support for reducing impressions in their environment. Demand Management is a cornerstone of the approach that the City requires. The report will focus on new and revised print policy, technical policies, software controls, and configuration controls, all of which are part of the innovation and governance the Provider will bring to the effort. Reports for planned versus actual print volume reductions are required to be provided for each City Location. Also, once implementation begins, a report on the status of Print Release deployment is required. |
| Print Volume | Detail to include capturing characteristics as well as B&W and colour impressions – by print queue name, server name, serial number, physical location, building, floor, room, and IP address. This will be the data that determines the monthly PPI billing costs; as such, this data must be transparent, comprehensive, and readily available to the City. |
| Threshold Reporting | To identify aberrations. For example: a department grossly exceeding demand management goals or a user that has excessive colour printing. COV requires the ability to adjust these thresholds as needed. |
| Chronic Devices | Number of identified Chronic Devices and their status. |
| Threshold Monitoring | Provider will suggest and implement business rules that will trigger alerts to users exceeding pre-defined limits based on real time cost calculations. Governance reporting will include user behavior for exceeded thresholds. |
| Duplex Status | To include: percentage of the fleet that is duplex-capable; what percentage of the drivers is set to default to duplex; and duplex printing usage and trends. |
| Device Utilization | For in-scope print devices, how much are they being used compared to the associated City Locations user base. This will help to identify under-used devices, as well as to identify locations that may need additional devices. |
| Hardware Fleet Mix | Print device fleet, by vendor and model. |
| PPI Data by Department | Cost per impression and number of impressions (B&W and colour), by employee and by department. |
| Stand-Alone Print Device Elimination | Rate of removal of Stand-Alone Print Devices. The City requires the “management” of these devices, but wishes to proactively remove these from the environment. The Provider will tag these devices during optimization at a site and produce reports that show the number of devices removed over time. |
| MPS Implementation Project Progress | A standard project status report, providing an up-to-date progress report relating to the project's performance in terms of scope & time. |
| Actual Pages/Paper Used | Actual number of pages /amount of paper used across all in-scope devices. |

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| Trends and Patterns | Provider will suggest a report that will allow the City's MPS Governance Board to see changes in: colour vs. B&W printing; output by hour; and output by City Locations. |
| Billing and Invoice | Current billing and invoice reports. |
| Cost Savings | Cost savings measurements based on monthly pro-forma report. City Location Assessments cost savings and ROI estimates will be the baseline for these monthly cost savings tracking reports. |
| Special Projects | Status of Special Projects (any projects not included within the SOW and PPI pricing). |
| Changes of City Locations | New and removed City Locations. |
| Asset Data | To list all in-scope print device assets, including location and other relevant information in electronic format. |
| Provider Help Desk Statistics | Provider Help Desk's reactive & proactive call statistics based on ticketing system. |
| City Help Desk Statistics | Statistics on Service Requests forwarded to City Help Desk for action. |
| Optimization Status | Optimization progress measured on a 'per City Location' basis. |
| SLA Performance | SLA performance against agreed-upon SLA metrics. |
| Sustainability Report | An environmental impact report as per requirements in Section 8 - Sustainability section. |

IV. Strategic Monthly MPS Review

A monthly management meeting will be held between the City's MPS Liaisons and the Provider's SPOC, with additional supporting personnel (from the City and the Provider) in attendance, as appropriate. The primary purpose of this monthly meeting is to discuss the performance of the services and their alignment with the City's strategic business goals. The meeting agenda will be mutually agreed upon, and may include the following topics:

- Review of the Service Level reports and trends for the period;
- Review of overall service and financial performance (PPI billing for the month);
- Review of the progress of the resolution of previously discussed open issues;
- Review Optimization progress and timeline;
- Review Sustainability metrics and opportunities; and
- Innovation proposals and opportunities.

V. Quarterly MPS Governance Board Review

This quarterly meeting will entail the City's MPS Liaisons and the Provider's SPOC presenting most or all of the Governance Reports to the City's MPS Governance Board and the City's Executive Sponsor, for review and discussion. This quarterly meeting will allow the City's MPS Governance Board to raise any emerging challenges, and adjust strategy or policy accordingly.

Section 17: Implementation Project

The Provider will provide a project plan and execute an implementation project ("MPS Implementation Project") that will optimize all City Locations over the course of 12 to 18 months. The Provider will manage the MPS Implementation Project, including: all aspects of work plan creation; scheduling; assessment; optimization; implementation; change management; pilot program; reporting; and other aspects. The MPS Implementation Project will be included as part of the PPI billing model. Also, the Provider will clearly itemize City responsibilities for the MPS Implementation Project. The MPS Liaisons will work regularly with the Provider throughout the life of the MPS Implementation Project, to: help the Provider identify target audiences for communications; distribute the communications; liaise with management at each City Location during optimization; and facilitate Provider access to locations as needed.

The Provider's MPS Implementation Project Plan will address, at minimum, the following:

- Baseline assessment of the City's current state (i.e. print fleet, print volume, and sustainability metrics);
- Validation of City Location and print fleet data provided in the MPS City Data workbook;
- Implementation and configuration of Provider Tools;
- Authoring of project documents including:
 - Project charter defining scope and timeline (budget is optional)
 - Project work plan (i.e. scheduled breakdown of work)
 - Risk charter
 - Project status reports;
- Authoring of standards and procedures including:
 - City Print Device Standard
 - Escalation procedures
 - Optimized Deployment Standard
 - MACD procedures
 - Asset management procedures
 - Consumable management procedures
 - Provider Help Desk support procedures, and call flows
 - Provider Tool documentation and standards
 - City print policy (for end user reference and compliance)
 - City Location Assessment procedure
 - City Location Optimization Plan template;
- Bringing on line the Provider Help Desk;
- Scheduled City Location Optimizations including the creation/execution of the following, for every City Location:
 - City Location Assessment
 - City Location Optimization Plan
 - City Location Optimization using MACD procedures
 - End user and IT support personnel training
 - Post-optimization operational support (e.g. MACD, device maintenance);
- Scheduled monthly Strategic Monthly MPS Reviews;
- Scheduled Quarterly Governance Board Reviews;

and will include scheduled plans for the delivery of the above.

Appendices

Appendix A - Definitions

| Term | Definition |
|----------------------------|--|
| asset management | The tracking of all in-scope print devices from the initial inventory during asset tagging and the on-going maintenance of information related to device maintenance, usage (meter reads), physical location, network information, charges and all points during MACD activity. |
| B&W | Black and white printing or print jobs (as opposed to colour printing). |
| Baseline | The collection of reports that provide an effective baseline report of the City's pre-MPS state. Specifically, the first three reports listed in Table 16.2 of Section 16: Governance Model comprise the Baseline. These reports will allow the City to gauge the success of the MPS initiative over time. |
| Break-Fix | The repair and maintenance of all in-scope print devices that are in-scope. Break-Fix includes procurement of repair and replacement parts and the repair and/or replacement of parts or devices as required achieving OEM specified performance standards. |
| Chronic Device | Any in-scope print device that exhibits repeated hardware failures. Specifically four or more hardware failures (including paper jams) in a single month, or falls short of up-time requirements as defined for it within Service Levels. |
| City | The City of Vancouver (for the purposes of this document, it does not include the Vancouver Public Library). |
| City Help Desk | The City IT department's 15 person 1 st Tier call support centre for all IT related support. |
| City Location | <i>(sometimes just location in the interests of brevity)</i> Any one of the rows on the City Locations tab of the City MPS Data workbook. These are the City physical locations at which the City requires MPS service. |
| City Location Assessment | The process by which the Provider will assess a City Location in order to develop a City Location Optimization Plan. Discussed in detail in Section 11: Optimization, Part II. |
| City Location Optimization | The process of performing the MACD procedures for a City Location in order to make it conform to a City Location |

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| | Optimization Plan. |
| City Location Optimization Plan | <i>(sometimes just Optimization Plan in the interests of brevity)</i> Typically a floor plan indicating device placement, the result of a City Location Assessment and complies with Optimized Deployment Standard. |
| Clock Start | A term used within the SLA, the point in time at which the given Service Request within the SLA will be considered to be ready for action by the Provider, after which the Provider is responsible for achieving the Resolution Criteria within the stated time. |
| CMT (City Management Team) | The City's senior management team, headed up by the City's chief bureaucrat (the City Manager) but also includes the general managers of all major City departments (e.g. Police Chief, Chief Librarian, Fire Chief, City Engineer) |
| consumables | In this document: toner, ink, cartridges that contain them, fuser cartridges, and end exhaustible user replaceable component. Does not include paper. |
| Demand Management | Services, policies, or initiatives that enable the City to manage its print volume, with the primary goal being to reduce number of printed pages and toner used. Mainly addressed in Section 11: Optimization. |
| end user | Any City employee who uses a compute device or print device. |
| EPRA | A Provincial stewardship program, Electronic Products Recycling Association. |
| in-scope | This term will need much more rigour in the finalized SOW, but any product (current or future) or service defined within this document as being parts of the MPS products and services that the City requires from the Provider, also refers to locations where these products or services would be offered (e.g. City Locations are in-scope). |
| IT support personnel | Any City employees who work in either the City's IT department or the VPD's IT department. These persons provide 1st through 3 rd tier support. See Section 12: Training, Part II for a more detailed description of the various City IT support personnel. |
| IT(Information Technology) | A small department at the City, managed by the CIO, that is responsible for maintaining the City's roughly 4000 compute devices, related peripherals, over 500 servers, and supporting over 700 application systems. VPD maintains a separate IT department that does not report to the CIO, but reports to the Chief of Police. |

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| Large Community Centre | One of six defined Site Archetypes, see Site Archetypes tab in the accompanying MPS City Data workbook. |
| Large Office | One of six defined Site Archetypes, see Site Archetypes tab in the accompanying MPS City Data workbook. |
| MACD (Move, Add, Change, Disposition) | Discussed in detail in Section 5: Move, Add, Change, Disposition. The procedures for adding, moving, changing, and removing print devices at in-cope City Locations, also includes accompanying change management, communication, and training. |
| Medium Office | One of six defined Site Archetypes, see Site Archetypes tab in the accompanying MPS City Data workbook. |
| MFD (Multi-Function Device) | A larger networked print device capable not only of printing, but also scanning, copying, and faxing documents. |
| Microsite | One of six defined Site Archetypes, see Site Archetypes tab in the accompanying MPS City Data workbook. |
| MPS (Managed Print Services) | In this document, a term that encompasses the engagement of a single external service provider to provide all in-scope services and products that the City requires to meet its print needs. |
| MPS City Data | The accompanying workbook file that contains all pertinent and up-to-date data on the City's current print fleet and the City Locations at which they are deployed. Includes details such as: location addresses and descriptions, print device makes, models, print volumes, purchase dates, and warranty information. |
| MPS Executive Sponsor | Part of the City's MPS Governance Team, the highest ranking City employee at the City who is sponsoring the proposed MPS engagement. See Section 16: Governance Model for details. |
| MPS Governance Board | Part of the City's MPS Governance Team, a cross organizational group of City employees, most of who are at a director level, who will oversee the MPS engagement, provide policy decisions, and ensure the City's various business unit's needs are met. See Section 16: Governance Model for details. |
| MPS Governance Reports | The collection of reports outlined in Section 16: Governance Model, Part III, Table 16.2 – MPS Governance Reports Detail. These reports primary audience would be the MPS Governance Board, and the reports should be able to be generated by either the MPS Liaison and/or the Provider's SPOC. These reports are to be regularly reviewed. |
| MPS Governance Team | All of the City employees (executive sponsor, governance board, and operational team) who will be involved at every level of the MPS engagement. See Section 16: Governance Model for |

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| | details. |
| MPS Implementation Project | The project that will, over the course of a 12 to 18 month period, transition the City's print environment into the MPS state, where every City Location will be optimized and the Provider will own, manage, and support the City's print fleet. This project will be managed by the Provider with City oversight. |
| MPS Liaison | One of at least two designated City employees, who are to be part of the MPS Operational Team, who will act as the primary point of contact for the Provider, and coordinate all aspects of the MPS engagement. See Section 16: Governance Model. |
| MPS Operational Team | A group of City employees who will frequently work with the Provider on MPS related work where City participation is required. See Section 16: Governance Model. |
| OEM (Original Equipment Manufacturer) | In this document, any of a handful of manufacturers who produce printer equipment. |
| on-premise | Meaning a system that is on the inside of the City's network, and the physical components of which are located at City facilities and are primarily maintained by City IT support personnel. |
| Optimized Deployment Standard | A (yet to be created) standard that defines best practices in measurable terms for the optimal deployment of print devices so as to meet the City's print needs in the most efficient manner possible. Described in Section 11: Optimization. |
| out-of-scope | Products or services not specifically defined within this document as being in-scope. |
| Park Board | A major department within the City of Vancouver, maintains over 20 community centres, over 100 parks, and has a staff of over 500 personnel. |
| PPI (Price-Per-Impression) | The proposed billing model where the Provider would charge the City for all MPS products and services using the City's print volume times agreed upon per-impression rates (one for colour and one for B&W). |
| Print Device Standard | A City document listing all approved print devices that the Provider may deploy to City Locations. |
| Print Release | A yet-to-be introduced technology at the City, but a system that would entail that end users would need to swipe their City-issued ID badges or enter a private code at a print device before a print job would be printed. The purpose of such technology is to reduce orphaned print jobs, and also allow for the elimination of Stand-Alone Print Devices that are in place due to some users' |

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| | need for confidential printing. |
| Print Support Day | A term used within the SLA, a 24 hour period of time. If any portion of the 24 hours falls on a day of the week not included within a given site's Print Support Window, then the remainder of the 24 hours shall be considered to apply to the next week day that does fall within the Print Support Window for the site. |
| Print Support Hour | A term used within the SLA, a 60 minute period that occurs entirely or partially within the Print Support Window of a location. In the event that a Print Support Hour's 60 minute period occurs such that some portion of it would fall outside the defined Print Support Window, the remainder of it shall be considered to apply to the next available period of time that falls within the Print Support Window for the given location. |
| Print Support Priority | Within the City Locations tab of the City MPS Data workbook, a value of High or Standard is assigned for each City Location in the column titled, "Print Support Priority". Service Levels vary depending on this value for a given City Location. A value of High indicates that the given location has a greater reliance on print, and lack of print capabilities would have negative business impact in a shorter time than that of a Standard priority location. |
| Print Support Window | Any time that falls within the prescribed hours for a given location as defined in "Table 15.1 – Print Support Window Definitions" |
| print volume | The number of printed impressions. |
| Provider | Within this document, the successful candidate company to enter into an MPS engagement with the City to meet all of the City's MPS requirements. |
| Provider Help Desk | The Provider's help desk service, should be available to the City at least during the City's Print Support Window, should be available by e-mail and telephone, and is to act as the 1 st point of contact for all print related requests. |
| Provider Tools | The management and monitoring systems that the Provider will implement at the City will which allow for the Provider to centrally manage and monitor all in-scope print devices (except at VPD). |
| Resolution Criteria | A term used within the SLA, the criteria for which the given Service Request shall be considered resolved. |
| RFP (Request for Proposal) | A standard document and related process where the City engages the market place in a fair non-biased way to purchase products and services. |
| Service Levels | The service levels as defined in the Service Level Agreement (see Section 15: Service Level Agreement) |
| Service Request or Service Item | Terms used in the SLA, a Service Request is a request for service from the Provider by a City employee, whereas a Service |

| | |
|--------------------------------|---|
| | Item is not a request, but is a service that requires some level of definition and measurement within the SLA table. |
| SFP (Single Function Printer) | A print device that offers no other complementary functions found in MFDs (copying, scanning, faxing). Specifically is networked and so is available to any end users. SFPs will continue to have a place within the City's print fleet as MFDs (larger and more costly) are not always needed or appropriate in every scenario. |
| Site Archetype | A set of six defined general descriptors used to provide a general description of each of the City Locations. See the Site Archetypes tab in the accompanying MPS City Data workbook for a definition of each type, and see the City Locations tab to see them applied against each City Location. Site Archetypes provide estimates around: square footage, number of compute devices, as well as a description of the site's business function, business hours, and a brief description of their print, scan, and copy needs. |
| SLA (Service Level Agreement) | A collection of City service expectations, laid out in measurable terms. Specifically within this document, the contents of Section 15: Service Level Agreement. |
| SLA Requirement | A term used within the SLA, in measurable terms, the City's defined expectation of the service the Provider must provide to resolve a given Service Request to the City's satisfaction (meeting the criteria as defined in the Service Request's Resolution Criteria), or a specific service level measurement for a Service Item. |
| Small Community Centre | One of six defined Site Archetypes, see Site Archetypes tab in the accompanying MPS City Data workbook. |
| Small Office | One of six defined Site Archetypes, see Site Archetypes tab in the accompanying MPS City Data workbook. |
| SOW (Statement of Work) | In this document, a yet-to-be-written agreement between the City and the Provider that would outline in specific detail the MPS engagement between the two parties, defining deliverables and responsibilities in measurable terms. Frequently reference throughout this document, as this document is intended to be the foundation for an eventual SOW. |
| SPOC (Single Point of Contact) | A single Provider employee designated by the Provider to act as the City's primary point of contact with the Provider, should be aware of all ongoing MPS related work at the City, and have the authority within the ranks of the Provider to ensure that the City's needs and concerns are met. |
| Stand-Alone Print Device | A peripheral electronic device that prints (inkjet or laser) as well as possibly other functions. Specifically, is not connected to the network and is only attached to a single compute device, typically |

| | |
|-----------------------------------|---|
| | by a USB or parallel cable. The City intends to eliminate such devices in favour of networked shared printers so as to reduce overall print costs. |
| Supply Management | A department within Finance Department at the City, the primary responsibility of which is to manage all of the City's various vendor relationships. |
| Sustainability | The City endeavours to conduct its business and provide services to its citizenry with a minimal impact on the environment, within this document this term refers to ensuring the print fleet is optimized so as to require the least amount of print devices and energy while still meeting the City's print needs. Further the City intends to reduce its net print volume so as to reduce usage of paper and consumables. Also, the City intends to use print devices that are manufactured and shipped using environmentally sustainable fashion. |
| VPD (Vancouver Police Department) | A major City department that provides police services to the City. |

Appendix B - City's Current Print Standard

The following table is the current standard that the City uses to define appropriate print device models for its environment based.

| Device Category | Device, Accessory, or Upgrade Type | Standard | Procurement Criteria |
|-----------------|--|--|--|
| Desktop Printer | Standard Black and White Desktop Counter Printer - 1 | Lexmark E260dn -built in fonts compatible with Prism -network capable -duplex capable -two paper trays (invoice and permit) -black and white -letter/legal Cost ~\$200.00 | Typical printer for Prism clerk use or for a single user or small work group environment -monthly volume 250 to 2500 |
| | Standard Black and White Desktop Counter Printer - 2 | HP LaserJet P2014DN -built in fonts compatible with Safari -network capable -duplex capable -two paper trays (invoice and permit) -black and white -letter/legal | Typical printer for parks and community centre front counter printer or for a single user or small work group environment -monthly volume 750 to 3000 |
| | Standard Black and White Desktop Counter Printer - 3 | HP LaserJet P4014DN -built in fonts compatible with Safari -network capable | Typical printer for parks and community centre front counter printer or for a single user or small work group environment -monthly volume 3000 to 12000 |

| Device Category | Device, Accessory, or Upgrade Type | Standard | Procurement Criteria |
|------------------|-------------------------------------|---|--|
| | | -duplex capable -two paper trays (invoice and permit) -black and white -letter/legal | |
| | Standard Colour Desktop Printer - 1 | HP5500DN -network capable -duplex capable -two paper trays (invoice and permit) -black and white -letter/legal | Standard printer for colour in a single user or small work group environment |
| | Standard Colour Desktop Printer - 2 | Lexmark 544DTN -network capable -duplex capable -two paper trays (invoice and permit) -black and white -letter/legal | Standard printer for colour in a single user or small work group environment |
| | | | |
| Special Function | Membership Card Printer (Parks) | Fargo DTC400 | Special function printer for membership card printing. |
| | Special function printer | Zebra TLP2844 | Special function printer for printing labels for evidence/property items |
| MFP | Small Workgroup or Departmental MFP | Xerox 3650 | MPF required |

| Device Category | Device, Accessory, or Upgrade Type | Standard | Procurement Criteria |
|-----------------|---|------------|--|
| Devices | Letter/Legal | | -fax/scan/print/copy -letter/legal -black and white -volume between 500 and 3000 monthly |
| | Small Workgroup or Departmental MFP Letter/Legal | Xerox 4250 | MPF required -fax/scan/print/copy -letter/legal -black and white -volume between 3000 and 7500 monthly |
| | Departmental MFP Letter/Legal | Xerox 5735 | MPF required -fax/scan/print/copy -letter/legal -black and white -volume above 7500 monthly |
| | Departmental MFP Tabloid | Xerox 5755 | MPF required -fax/scan/print/copy -letter/legal/tabloid -black and white -volume above 12000 monthly |
| | Small Workgroup or Departmental Colour MFP Letter/Legal | Xerox 8560 | MPF required -fax/scan/print/copy -letter/legal |

| Device Category | Device, Accessory, or Upgrade Type | Standard | Procurement Criteria |
|-----------------|--------------------------------------|------------|---|
| | | | -colour -volume between 1500 to 3000 monthly |
| | Departmental Colour MFP Letter/Legal | Xerox 8860 | MPF required -fax/scan/print/copy -letter/legal -colour -volume above 3000 monthly |
| | Departmental Colour MFP Tabloid | Xerox 7120 | MPF required -fax/scan/print/copy -letter/legal/tabloid -colour -volume between 7500 and 12000 monthly -Minimum 6000 B&W -Minimum 1500 Colour |
| | Departmental Colour MFP Tabloid | Xerox 7545 | MPF required -fax/scan/print/copy -letter/legal -colour -volume above 12000 monthly -Minimum 9600 B&W -Minimum 2400 Colour |

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
ANNEX 2 - CERTIFICATE OF EXISTING INSURANCE**



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER**

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or **DOING BUSINESS AS**

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

| | |
|-----------------------------------|---|
| INSURER _____ | Insured Values (Replacement Cost) - |
| TYPE OF COVERAGE _____ | Building and Tenants' Improvements \$ _____ |
| POLICY NUMBER _____ | Contents and Equipment \$ _____ |
| POLICY PERIOD From _____ to _____ | Deductible Per Loss \$ _____ |

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

| | |
|---|--|
| Including the following extensions: | INSURER _____ |
| ✓ Personal Injury | POLICY NUMBER _____ |
| ✓ Property Damage including Loss of Use | POLICY PERIOD From _____ to _____ |
| ✓ Products and Completed Operations | Limits of Liability (Bodily Injury and Property Damage Inclusive) - |
| ✓ Cross Liability or Severability of Interest | Per Occurrence \$ _____ |
| ✓ Employees as Additional Insureds | Aggregate \$ _____ |
| ✓ Blanket Contractual Liability | All Risk Tenants' Legal Liability \$ _____ |
| ✓ Non-Owned Auto Liability | Deductible Per Occurrence \$ _____ |

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

| | |
|-----------------------------------|---|
| INSURER _____ | Limits of Liability - |
| POLICY NUMBER _____ | Combined Single Limit \$ _____ |
| POLICY PERIOD From _____ to _____ | <i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i> |

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

| | |
|-----------------------------------|---------------------------------|
| INSURER _____ | Per Occurrence \$ _____ |
| POLICY NUMBER _____ | Aggregate \$ _____ |
| POLICY PERIOD From _____ to _____ | Self-Insured Retention \$ _____ |

7. **PROFESSIONAL LIABILITY INSURANCE**

| | |
|-----------------------------------|--|
| INSURER _____ | Limits of Liability |
| POLICY NUMBER _____ | Per Occurrence/Claim \$ _____ |
| POLICY PERIOD From _____ to _____ | Aggregate \$ _____ |
| | Deductible Per Occurrence/Claim \$ _____ |

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

| | |
|-----------------------------------|------------------------------|
| TYPE OF INSURANCE _____ | Limits of Liability |
| INSURER _____ | Per Occurrence \$ _____ |
| POLICY NUMBER _____ | Aggregate \$ _____ |
| POLICY PERIOD From _____ to _____ | Deductible Per Loss \$ _____ |
| TYPE OF INSURANCE _____ | Limits of Liability |
| INSURER _____ | Per Occurrence \$ _____ |
| POLICY NUMBER _____ | Aggregate \$ _____ |
| POLICY PERIOD From _____ to _____ | Deductible Per Loss \$ _____ |

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated
PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
ANNEX 3 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

ANNEX 3 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City's corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process.

You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

Section 1: Workplace Health & Safety, Wage Rates and Diversity

1. Tell us how your company works to promote workplace health and safety.

| | | |
|---|------------------------------|-----------------------------|
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis | | |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response. | | |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) We conduct hazard assessments and job task-specific health & safety training on an annual basis | | |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) We are registered with one or more of these Safety Management System/Program: | | |
| OHSAS 18001 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| CAN/CSA Z1000 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| ANSI Z10 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e) We have a system registered, certified or recognized by another standard | Please specify _____ | |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| f) We adhere to one or more of the ILO health and safety resolutions | | |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| g) We have a non-registered audited health and safety management system | | |

2. Tell us how you ensure fair wages and employee benefits.

| | | |
|--|------------------------------|-----------------------------|
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| a) We pay all of our staff a minimum wage that meets the | | |

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
ANNEX 3 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

regional LICO (See
<http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm> for wage amounts)

☐ Yes ☐ No

b) We pay benefits to all of our full-time employees

3. Tell us about your strategy to address diversity in your workplace.

3. Tell us about your strategy to address diversity in your workplace.

☐ Yes ☐ No

a) We have a policy or strategy to support hiring a diverse workforce

☐ Yes ☐ No

b) We have a policy or strategy to purchase from diverse contractors/suppliers

☐ Yes ☐ No

c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal)

Section 2: Environmental Management & Stewardship

4. Tell us what policies and programs your company has in place to manage its environmental impact.

☐ Yes ☐ No

a) We have a documented Environmental or Sustainability Policy

☐ Yes ☐ No

b) We have an environmental management system registered to ISO 14001

☐ Yes ☐ No

c) We have a system registered, certified or recognized by another standard (e.g. EMAS)

Please specify _____

☐ Yes ☐ No

d) We have a non-registered audited environmental management system

☐ Yes ☐ No

e) We conduct compliance audits to health, safety and environmental legislation

☐ Yes ☐ No

f) We produce a publicly available annual environmental, CSR, sustainability or accountability report

5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

☐ Yes ☐ No

a) We measure our GHG emissions and have developed a reduction strategy

☐ Yes ☐ No

b) We publicly report our GHG emissions

☐ Yes ☐ No

c) We have set publicly available GHG reduction targets

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
ANNEX 3 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

| | | |
|---|------------------------------|-----------------------------|
| d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <hr/> | | |
| e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <hr/> | | |
| f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <hr/> | | |
| g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <hr/> | | |
| h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <hr/> | | |
| Please specify the verification system: _____ | | |

6. Tell us how your company works to reduce waste in its daily operations.

| | | |
|--|------------------------------|-----------------------------|
| a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <hr/> | | |
| b) We have set publicly available waste reduction targets | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <hr/> | | |
| c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <hr/> | | |
| d) We have other recycling programs in our operations | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <hr/> | | |
| Please specify additional materials recycled: _____ | | |

7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

| | | |
|---|------------------------------|-----------------------------|
| a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <hr/> | | |
| b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <hr/> | | |
| c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Section 3: Back-up Documentation to Verify Responses

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
ANNEX 3 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

| <i>Section</i> | <i>Question</i> | <i>Back-up Documentation</i> |
|---|-----------------|---|
| Section 1: Workplace Health & Safety, Wage Rates and Diversity | Question 1 | <ul style="list-style-type: none"> • A copy of policies • Proof of safety management system certification |
| | Question 2 | <ul style="list-style-type: none"> • Documentation of employee benefit packages and a list of those who receive benefits |
| | Question 3 | <ul style="list-style-type: none"> • A copy of policies |
| Section 2: Environmental Management & Stewardship | Question 4 | <ul style="list-style-type: none"> • A copy of policies • Proof of environmental management system certification • A copy of public report |
| | Question 5 | <ul style="list-style-type: none"> • A copy of public report • A copy of reduction targets and related results • A copy of LEED, BREEAM, etc. certification |
| | Question 6 | <ul style="list-style-type: none"> • Total tonnes of solid waste generated • A copy of reduction targets |
| | Question 7 | <ul style="list-style-type: none"> • A copy of policy or strategy • A copy of reduction targets and related results • A copy of third party audit/verification |

3. Tell us about your strategy to address diversity in your workplace.

| | | |
|---|------------------------------|-----------------------------|
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| a) We have a policy or strategy to support hiring a diverse workforce | | |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We have a policy or strategy to purchase from diverse contractors/suppliers | | |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal) | | |

Section 2: Environmental Management & Stewardship

4. Tell us what policies and programs your company has in place to manage its environmental impact.

| | | |
|---|------------------------------|-----------------------------|
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| a) We have a documented Environmental or Sustainability Policy | | |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We have an environmental management system registered to ISO 14001 | | |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) We have a system registered, certified or recognized by another standard (e.g. EMAS) | | |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
ANNEX 3 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

Please specify _____

| | | |
|---|------------------------------|-----------------------------|
| d) We have a non-registered audited environmental management system | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e) We conduct compliance audits to health, safety and environmental legislation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| f) We produce a publicly available annual environmental, CSR, sustainability or accountability report | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

| | | |
|---|------------------------------|-----------------------------|
| a) We measure our GHG emissions and have developed a reduction strategy | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We publicly report our GHG emissions | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) We have set publicly available GHG reduction targets | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Please specify the verification system: _____ | | |

6. Tell us how your company works to reduce waste in its daily operations.

| | | |
|--|------------------------------|-----------------------------|
| a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We have set publicly available waste reduction targets | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) We have other recycling programs in our operations | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
ANNEX 3 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

Please specify additional materials recycled: _____

7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

| | | |
|---|------------------------------|-----------------------------|
| a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Section 3: Back-up Documentation to Verify Responses

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

| Section | Question | Back-up Documentation |
|---|------------|---|
| Section 1: Workplace Health & Safety, Wage Rates and Diversity | Question 1 | <ul style="list-style-type: none"> A copy of policies Proof of safety management system certification |
| | Question 2 | <ul style="list-style-type: none"> Documentation of employee benefit packages and a list of those who receive benefits |
| | Question 3 | <ul style="list-style-type: none"> A copy of policies |
| Section 2: Environmental Management & Stewardship | Question 4 | <ul style="list-style-type: none"> A copy of policies Proof of environmental management system certification A copy of public report |
| | Question 5 | <ul style="list-style-type: none"> A copy of public report A copy of reduction targets and related results A copy of LEED, BREEAM, etc. certification |
| | Question 6 | <ul style="list-style-type: none"> Total tonnes of solid waste generated A copy of reduction targets |
| | Question 7 | <ul style="list-style-type: none"> A copy of policy or strategy A copy of reduction targets and related results A copy of third party audit/verification |

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
ANNEX 4 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

ANNEX 4 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All suppliers are to complete and submit this form with proposals to demonstrate compliance with the Supplier Code of Conduct.

The Vancouver Police Department expects each supplier of goods and services to the VPD to comply with the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum social standards for VPD suppliers and their subcontractors based on the International Labour Organization (ILO) core labour conventions and compliance with national and other applicable law of the country of manufacture of products including those laws relating to labour, worker health and safety, and the environment.

Proponents/vendors must comply with these standards upon submitting a proposal or quotation to the VPD, or have a plan in place to comply within a specific period of time. The VPD reserves the right to determine an appropriate timeframe in which proponents/vendors must come into compliance with the SCC. To give effect to this requirement, an authorized signatory of the undersigned proponent/vendor must complete the following declaration and include this declaration with their submission/quotation:

"As an authorized signatory of <insert proponent/vendor name>, I declare that to the best of my knowledge, <insert proponent/vendor name> and our sub-contractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws of the country of manufacture, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

| Section of SCC, Title of ILO convention/national law or other | Date of violation /conviction | Description of violation /conviction | Regulatory/ adjudication body and document file number | Corrective action plan |
|---|-------------------------------|--------------------------------------|--|------------------------|
| | | | | |
| | | | | |

I understand that a false declaration and/or lack of a corrective action plan may result in disqualification of <insert proponent/vendor name>'s submission/quotation."

Corporate Name of Applicant

Name and Title of Authorized Signatory

Signature

Date

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
ANNEX 5 - VANCOUVER POLICE DEPARTMENT CONSENT TO RELEASE INFORMATION FORM (1601B)

APPENDIX 5 - VANCOUVER POLICE DEPARTMENT CONSENT TO RELEASE INFORMATION FORM (1601B)



VPD 1601B(12)

VANCOUVER POLICE DEPARTMENT CONSENT to RELEASE INFORMATION

Attention: _____ **Date:** _____
Fax: _____ **Agency:** _____

This confidential document is the property of the Vancouver Police Department (VPD) and is intended solely for the addressee. In the event you have received this facsimile in error, please advise the sender immediately. Any unauthorized disclosure, copying, distribution or dissemination of the **information** enclosed is strictly prohibited.

AUTHORIZATION TO PROVIDE REFERENCE

The individual named below, who has signed this **AUTHORIZATION to PROVIDE REFERENCE** and **CONSENT to RELEASE INFORMATION**, is an employee of _____, who
(Name of Contractor/Vendor)
has been hired to provide goods and/or services for the Vancouver Police Department (VPD).

In order to ensure the integrity and security of access to the VPD premises and/or information, it is essential for the VPD to determine the suitability of this employee.

We appreciate you providing us with **information** about _____, an
(Name of employee)

employee of _____ to assist the VPD in determining his/her suitability to
(Name of contractor / vendor)
provide goods and/or services to the Vancouver Police Department.

CONSENT TO RELEASE INFORMATION

I, _____, authorize any person or entity to provide **any**
(Given Name, Family Name)
information about me to the Vancouver Police Department, including, but not limited to, **information** about me concerning my: employment, work habits, education, finances, debts and credit history, criminal activity, driving record, character, social behaviour, reliability or integrity, and any other **information** deemed by the VPD to be of potential relevance to my possible status as an approved Tradesperson/ Sub-contractor/Contractor/Vendor to the Vancouver Police Department.

By signing this document, I understand and accept that I cannot be provided with feedback if I am unsuccessful in my submission to become an approved Tradesperson/Sub-contractor/Contractor/Vendor for the Vancouver Police Department.

Signature: _____ Date: _____
(yyyy-mm-dd)

Thank you for your assistance. Please forward all related correspondence to:

Vancouver Police Department
c/o Human Resources Section
3585 Graveley Street, Vancouver, BC V5K 5J5
Telephone: 604-717-2850 Fax: 604-257-5832

REQUEST FOR PROPOSAL NO. PS20140090
PROVISION OF MANAGED PRINT SERVICES
ANNEX 6 - VANCOUVER POLICE DEPARTMENT CIVILIAN SECURITY SCREENING BACKGROUND
INFORMATION FORM (1602)

APPENDIX 6 - VANCOUVER POLICE DEPARTMENT CIVILIAN SECURITY SCREENING BACKGROUND
INFORMATION FORM (1602)



VANCOUVER POLICE DEPARTMENT
CIVILIAN SECURITY SCREENING
BACKGROUND INFORMATION FORM

VPD 1602(09)

The information on this form is collected for the purpose of providing a security screening assessment

| PERSONAL INFORMATION | | | |
|--|---|----------------------------|---|
| (If more space is required, use a separate sheet of paper and sign each sheet) | | | |
| | Surname | Given 1 (no initials) | Given 2 (no initials) |
| Current Name | | | |
| Family Name at Birth | | | |
| Maiden Name | | | |
| All Other Names Used (i.e. nickname) | | | |
| DOB: _____ yyyy / mm / dd | | Country of Birth | |
| Gender <input type="checkbox"/> Male <input type="checkbox"/> Female | Telephone Number(s) () - () - | | Telephone Number(s) () - () - |
| Current Driver's Licence No | | Province or State of Issue | |
| Previous Driver's Licence No | | Province or State of Issue | |

| RESIDENTIAL INFORMATION | | | |
|--|--------------------------------|-------------------------------|-----------------------------|
| (Provide residential addresses for the last 5 years starting with the most recent) | | | |
| 1. Street Address | | From: _____ yyyy / mm / dd | To Present |
| City, Province or State | Telephone No: () - | Postal Code | Country |
| 2. Street Address | | From: _____ yyyy / mm / dd | To: _____ yyyy / mm / dd |
| City, Province or State | Telephone No: () - | Postal Code | Country |
| 3. Street Address | | From: _____ yyyy / mm / dd | To: _____ yyyy / mm / dd |
| City, Province or State | Telephone No: () - | Postal Code | Country |

| HISTORY OF OFFENCES IN AND OUTSIDE OF CANADA | |
|--|----------------------|
| (If more space is required, use a separate sheet of paper and sign each sheet) | |
| Have you ever been investigated, charged and/or convicted of an offence for which you have not been granted a pardon? <input type="checkbox"/> No <input type="checkbox"/> Yes | |
| If yes, list all incidents where you have been investigated, charged and/or convicted of any criminal, other federal, or provincial statutory offences: | |
| City(s) | Province or State |
| Country(s) | Name of Police Force |
| Date of investigation, charge and/or conviction(s): _____ yyyy / mm / dd | |

| EDUCATION | | | |
|--|--|-------------------------------|-----------------------------|
| Name of last school or university you attended full time | | Student ID number | Location of Institute |
| Field of study (Diploma or degree obtained) | | From: _____ yyyy / mm / dd | To: _____ yyyy / mm / dd |

| MARITAL STATUS/COMMON-LAW RELATIONSHIP | | | |
|--|--|--|---------|
| Current Status <input type="checkbox"/> Married <input type="checkbox"/> Common-Law Partnership <input type="checkbox"/> Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Single | | | |
| Current Spouse/Common-Law Partner Information | | If separated, widowed or divorced, specify date _____ yyyy / mm / dd | |
| Surname and Full Given Names | Maiden Name (if applicable) | Current Citizenship | |
| Date of Birth: _____ yyyy / mm / dd | City, Province/State, Country of Marriage/Common Law Partnership | | |
| Date of Marriage/Common Law Partnership _____ yyyy / mm / dd | City, Province/State, Country of Birth | | |
| Present Street Address | | | |
| City, Province or State | Telephone No: () - | Postal Code | Country |
| Name and Street Address of Present Employer (job title) | | | |
| City, Province or State | Telephone No: () - | Postal Code | Country |

MARITAL STATUS/COMMON-LAW RELATIONSHIP (continued)

Previous Spouse/Common-Law Partner Information

| | | | | | |
|---|--|--|--|---------------------|---------|
| Surname and Full Given Names | | Maiden Name (if applicable) | | Current Citizenship | |
| Date of Birth: _____ yyyy / mm / dd | | City, Province/State, Country of Marriage/Common Law Partnership | | | |
| Date of Marriage/Common Law Partnership _____ yyyy / mm / dd | | City, Province/State, Country of Birth | | | |
| If separated, widowed or divorced, specify date: _____ yyyy / mm / dd | | City, Province/State, Country of Divorce | | | |
| Present Street Address | | | | | |
| City, Province or State | | Telephone No: () - | | Postal Code | Country |

IMMEDIATE RELATIVES INSIDE & OUTSIDE OF CANADA

Immediate relatives include: adult children (18 years & older), mother, father, brother(s), sister(s), step-family, mother and father in-law

(If more space is required, use a separate sheet of paper and sign each sheet)

| | | | |
|--|--|--|--------------|
| 1. Surname and Full Given Names | | Maiden Name (if applicable) | Relationship |
| Date of Birth: _____ yyyy / mm / dd | | City, Province/State, Country of Birth | |
| Complete Address | | Date of Death (if applicable): _____ yyyy / mm / dd | |
| Name and Address of Employer | | Job Title | |
| 2. Surname and Full Given Names | | Maiden Name (if applicable) | Relationship |
| Date of Birth: _____ yyyy / mm / dd | | City, Province/State, Country of Birth | |
| Complete Address | | Date of Death (if applicable): _____ yyyy / mm / dd | |
| Name and Address of Employer | | Job Title | |
| 3. Surname and Full Given Names | | Maiden Name (if applicable) | Relationship |
| Date of Birth: _____ yyyy / mm / dd | | City, Province/State, Country of Birth | |
| Complete Address | | Date of Death (if applicable): _____ yyyy / mm / dd | |
| Name and Address of Employer | | Job Title | |
| 4. Surname and Full Given Names | | Maiden Name (if applicable) | Relationship |
| Date of Birth: _____ yyyy / mm / dd | | City, Province/State, Country of Birth | |
| Complete Address | | Date of Death (if applicable): _____ yyyy / mm / dd | |
| Name and Address of Employer | | Job Title | |
| 5. Surname and Full Given Names | | Maiden Name (if applicable) | Relationship |
| Date of Birth: _____ yyyy / mm / dd | | City, Province/State, Country of Birth | |
| Complete Address | | Date of Death (if applicable): _____ yyyy / mm / dd | |
| Name and Address of Employer | | Job Title | |
| 6. Surname and Full Given Names | | Maiden Name (if applicable) | Relationship |
| Date of Birth: _____ yyyy / mm / dd | | City, Province/State, Country of Birth | |
| Complete Address | | Date of Death (if applicable): _____ yyyy / mm / dd | |
| Name and Address of Employer | | Job Title | |

| | | |
|--|--|--|
| 7. Surname and Full Given Names | Maiden Name (if applicable) | Relationship |
| Date of Birth: _____ yyyy / mm / dd | City, Province/State, Country of Birth | |
| Complete Address | | Date of Death (if applicable): _____ yyyy / mm / dd |
| Name and Address of Employer | | Job Title |
| 8. Surname and Full Given Names | Maiden Name (if applicable) | Relationship |
| Date of Birth: _____ yyyy / mm / dd | City, Province/State, Country of Birth | |
| Complete Address | | Date of Death (if applicable): _____ yyyy / mm / dd |
| Name and Address of Employer | | Job Title |
| 9. Surname and Full Given Names | Maiden Name (if applicable) | Relationship |
| Date of Birth: _____ yyyy / mm / dd | City, Province/State, Country of Birth | |
| Complete Address | | Date of Death (if applicable): _____ yyyy / mm / dd |
| Name and Address of Employer | | Job Title |
| 10. Surname and Full Given Names | Maiden Name (if applicable) | Relationship |
| Date of Birth: _____ yyyy / mm / dd | City, Province/State, Country of Birth | |
| Complete Address | | Date of Death (if applicable): _____ yyyy / mm / dd |
| Name and Address of Employer | | Job Title |

| | |
|---|---------------------|
| FOR COMPLETION BY APPLICANT BORN OUTSIDE CANADA OR BORN IN CANADA HOLDING DUAL CITIZENSHIP | |
| Date of Entry into Canada: _____ yyyy / mm / dd | Present Citizenship |
| If you are a naturalized Canadian, give the birth certificate number and date of issue: # _____ / _____ yyyy / mm / dd | |
| If you are not naturalized, have you applied for Canadian citizenship? Please provide copy of Immigrant Visa or Record of Landing documentation <input type="checkbox"/> Yes <input type="checkbox"/> No Date of application: _____ yyyy / mm / dd | |
| Do you maintain citizenship in a country other than Canada? <input type="checkbox"/> Yes; <input type="checkbox"/> No If yes, provide the name of the county and explain why. Name of country: _____ | |
| Have you used a passport other than a Canadian one? <input type="checkbox"/> Yes; <input type="checkbox"/> No If yes, explain: _____ | |

| | | |
|---|-------------------------------|--------------------------------|
| EMPLOYMENT – PART I (Provide last 10 years of employment, starting with the most recent. If more space is required, use a separate sheet of paper and sign each sheet) | | |
| Were you dismissed or asked to resign from any position(s) listed below? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If yes, give name of employer, supervisor, position title and date Employer: _____ ; Supervisor: _____ ; Position Titles: _____ ; Date: _____ yyyy / mm / dd | | |
| Would your employment be jeopardized if your current supervisor, below, is contacted? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If yes, provide the name of an alternate employment contact and telephone number | Contact: _____ | Telephone No: () - |
| 1. Full name of employer - do not use acronyms (department/organization/agency, if applicable) | From: _____ yyyy / mm / dd | To Present |
| Job site address (street, city, province /state) | | Country |
| Job title and brief job description (including rank and service number if applicable) | | |
| Supervisor's full name and job title | | Telephone No: () - |
| 2. Full name of employer - do not use acronyms (department/organization/agency, if applicable) | From: _____ yyyy / mm / dd | To: _____ yyyy / mm / dd |
| Job site address (street, city, province /state) | | Country |
| Job title and brief job description (including rank and service number if applicable) | | |
| Supervisor's full name and job title | | Telephone No: () - |

| | | |
|--|-------------------------------|--------------------------------|
| 3. Full name of employer - do not use acronyms (department/organization/agency, if applicable) | From: _____ yyyy / mm / dd | To: _____ yyyy / mm / dd |
| Job site address (street, city, province /state) | | Country |
| Job title and brief job description (including rank and service number if applicable) | | |
| Supervisor's full name and job title | | Telephone No: () - |
| 4. Full name of employer - do not use acronyms (department/organization/agency, if applicable) | From: _____ yyyy / mm / dd | To: _____ yyyy / mm / dd |
| Job site address (street, city, province /state) | | Country |
| Job title and brief job description (including rank and service number if applicable) | | |
| Supervisor's full name and job title | | Telephone No: () - |
| 6. Full name of employer - do not use acronyms (department/organization/agency, if applicable) | From: _____ yyyy / mm / dd | To: _____ yyyy / mm / dd |
| Job site address (street, city, province /state) | | Country |
| Job title and brief job description (including rank and service number if applicable) | | |
| Supervisor's full name and job title | | Telephone No: () - |
| 7. Full name of employer - do not use acronyms (department/organization/agency, if applicable) | From: _____ yyyy / mm / dd | To: _____ yyyy / mm / dd |
| Job site address (street, city, province /state) | | Country |
| Job title and brief job description (including rank and service number if applicable) | | |
| Supervisor's full name and job title | | Telephone No: () - |
| 8. Full name of employer - do not use acronyms (department/organization/agency, if applicable) | From: _____ yyyy / mm / dd | To: _____ yyyy / mm / dd |
| Job site address (street, city, province /state) | | Country |
| Job title and brief job description (including rank and service number if applicable) | | |
| Supervisor's full name and job title | | Telephone No: () - |

| | | |
|--|--|--|
| EMPLOYMENT – PART II | | |
| Please detail the history of your activities during periods of non-employment consisting of one month or more: | | |
| | | |

| | | |
|--|--------------|--------------------------------|
| CHARACTER REFERENCES IN CANADA | | |
| List three character references (non-family members) and one neighbourhood reference | | |
| 1. Full Name (no initials) | Relationship | Period known |
| Complete home address | | Telephone No: () - |
| 2. Full Name (no initials) | Relationship | Period known |
| Complete home address | | Telephone No: () - |
| 3. Full Name (no initials) | Relationship | Period known |
| Complete home address | | Telephone No: () - |
| 4. Full Name (no initials) | Relationship | Period known |
| Complete home address | | Telephone No: () - |

| | | | |
|---|------------------------------|------------------------------------|--|
| AUTHORIZATION AND CERTIFICATION | | | |
| I authorize the Vancouver Police Department to use the information I have here provided, for verification and investigations for the purpose of making enhanced security clearance. | | | |
| I hereby certify that the information set out by me in this document is true and correct to the best of my knowledge and belief. | | | |
| Signature | Date _____ yyyy / mm / dd | Telephone (home): () - | Telephone (business): () - |