



Contract 4295P

Supply and Installation of High-Speed Black and White Digital Copier

1. Introduction

- 1.1 The City of Richmond (the “City”) proposes to engage the services of a qualified Proponent to supply and install a high-speed black and white digital copier machine at the City’s Production Centre.
- 1.2 The objective of this Request for Proposal is to provide the City with qualified Proponents capable of carrying out the Work herein defined. The subsequent Proponent submissions will form the basis for evaluation, (potential) interview and selection.

2. Definitions

- 2.1 Throughout this Request for Proposal the following definitions apply:
 - a) “BC Bid” means the electronic tendering service maintained by the Province of British Columbia located online at www.bcbid.ca, or any replacement website;
 - b) “City” means the City of Richmond, British Columbia;
 - c) “Contract” means the written agreement resulting from this Request for Proposal executed by the City and the Proponent for the Work;
 - d) “Contractor” means the Successful Proponent to this Request for Proposal who enters into a written Contract with the City to perform and to oversee the Work;
 - e) “Equipment” means the hardware, software, ancillary components and materials required to complete the installation and commissioning of the proposed copier machine;
 - f) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
 - g) “Proponent” means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;

- h) “Proposal” means a proposal submitted by a Proponent in response to this Request For Proposal;
- i) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the Owner;
- j) “Submission” means a proposal submitted by a Proponent in response to this RFP;
- k) “Successful Proponent” means the same as “Contractor”, and
- l) “Work” means the provision of all labour, services, material and Equipment, and any action as necessary for the Successful Proponent to complete and perform its obligations in accordance with the terms and conditions of the Contract.

3. Submission Details

- 3.1 Three (3) copies of proposals marked “**Supply and Installation of High-Speed Black and White Digital Copier - Contract 4295P**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 3:00pm, local time, on Friday June 17th, 2011. Submissions received after this time will be returned, unopened, to the sender.

4. Enquiries

- 4.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing
Kerry Lynne Gillis
Buyer 2
Purchasing Section
City of Richmond

E-mail: purchasing@richmond.ca

- 4.2 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City of Richmond staff that affect the Proposal Process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Proponents to check with the following websites to ensure that all available information has been received prior to submitting a proposal:

- a) City of Richmond: <http://www.richmond.ca/busdev/tenders.htm>
- b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>

- 4.3 The deadline for inquiries for this Request for Proposal is 5:00 pm, local time on Monday June 6, 2011. Inquiries received after this deadline will not be addressed by the City.

5. Terms of this Request for Proposal

- 5.1 Proposals shall be open for acceptance for ninety (90) days following the submission closing date.
- 5.2 The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at its own discretion.
- 5.3 Proposals may be withdrawn by written notice only provided such notice is received at the office of the City's Purchasing Section prior to the date/time set as the closing time for receiving proposals.
- 5.4 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- 5.5 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 5.6 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP may be rejected in whole or in part by the City at its sole discretion.
- 5.7 The City may waive any non-compliance with the RFP, specifications, or any conditions including the timing of delivery of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 5.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 5.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

6. Publication of the Results of the Request for Proposal

- 6.1 The City will publish the name of the Successful Proponent on the websites listed in subsection 4.2. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this RFP.

7. Summary of Requirement

- 7.1 The City currently utilizes a leased machine in its Production Centre. The City needs to install a working replacement of this machine by October 1st, 2011. The replacement machine must be capable of meeting the requirements defined in this RFP.
- 7.2 The City requires the supply and installation of a high-volume, high-speed machine which will replace the current Canon Imagerunner 7105 to provide black and white printing as well as the capacity to create forms, brochures, and documents. The Successful Proponent will be required to provide the City with comprehensive training on the replacement Equipment including any peripheral equipment accompanying the machine.
- 7.3 The City, at its sole discretion, may consider either a lease or purchase option for the Equipment proposed.

8. Equipment and Network Overview

- 8.1 The Canon Imagerunner 7105, currently in use, provides high volume printing/copying runs and functions concurrently with two (2) Konica Minolta BizHub Pro C6501 machines in the Production Centre.
- 8.2 The machines function on the City's network which is Ethernet 100/1000 TCP/IP based, using category five enhanced wiring. Further, the network is single domain and on Windows 2008, using private Internet Protocol addresses that use Network Address Translation to access the Internet. The City currently uses a Windows 2008 file and print share to service most of the City printers.
- 8.3 The proposed Equipment must be compatible with the City's configuration as described in subsection 9.1.

9. Equipment Configuration

- 9.1 The current system consists of the following equipment:
- a) Firey Command Workstation Five (5).
 - b) Machine One (1) - Konica Minolta BizHub Pro C6501 including the following features:
 - 100 sheet reversing automatic document feeder,
 - 2 x 3000 sheet high-capacity paper feed unit all sizes up to 13" x 19",
 - 200 sheet saddle stitch booklet maker,
 - FD503 - 6 way multi fold unit with two (2) post sheet inserter with punch kit,
 - 100 sheet stapling finisher and
 - Firey high volume rip.

- c) Machine Two (2) - Konica Minolta BizHub Pro C6501 including the following features:
- 100 sheet reversing automatic document feeder,
 - 1 x 4000 sheet high-capacity paper feed unit all sizes up to 13" x 19",
 - FS607 - 80 sheet Saddle stitch booklet maker finisher with two (2) way multi fold unit with punch kit,
 - Two (2) bin post sheet inserter and
 - Firey high volume rip.
- d) Machine Three (3) - Canon Imagerunner 7105 including the following features:
- M-1 Image Pass Controller,
 - saddle stitch finisher,
 - paper deck with 3,500 sheets,
 - document insertion unit,
 - paper folding unit,
 - K2N finisher (hole punch) and
 - Firey high volume rip.

10. Detailed Requirements

10.1 Proponents should propose a system which includes a complete solution that furnishes all Equipment to the City. The proposed Equipment should include, but not be limited, to the following components and requirements:

- a) a high-speed black and white digital imaging machine that can produce documents in digital and hard copy formats,
- b) the Equipment should have various functions for folding and binding with an in-line finisher, including "z" folding for 11" x 17" sized formats and saddle stitching and hole punching,
- c) ability to produce Council Agendas (these documents consist of various page sizes combined, double sided and folded with colour inserts from multiple trays, three hole punch and stapled),
- d) an option for an inline perfect binder,
- e) the Equipment should have various functions for stapling, collating and post-copy inserts,
- f) the Equipment should have post-rip editing capability,
- g) the Equipment should be compatible with the City's network as well as the two existing Konica Minolta BizHub Pro C6501 machines (including a command workstation for the balance server to do various duties including colour splits),

- h) the Equipment should have a minimum sheet capacity of 3,500,
- i) the Equipment should have the ability to accept a variety of paper weights from 20lb recycled bond to 100lb cover stock,
- j) ability to deliver an annual volume capacity of over 1,000,000 (one million) copies and
- k) ability to provide the following accounting capabilities and features including the following:
 - i. device usage tracked by user and by volume;
 - ii. reports on page details, including number of pages printed, scanned, or copied, with information on single- or double-sided documents, and document sizes;
 - iii. reports on maintenance service requests, error log histories and trends for both and
 - iv. reports on the use of consumable items such as paper, toner and binding materials (e.g., staples).

11. Equipment Training Requirements

- 11.1 The Successful Proponent will be required to provide detailed training to City staff on using and managing the solution proposed, including each of its components and troubleshooting issues.
- 11.2 The Successful Proponent will be required to provide a copy to the City of all operating and training manuals for the solution proposed, including master manuals and documentation for the system and each of its components.
- 11.3 All training will be conducted on-site at Richmond City Hall, unless otherwise agreed to by the City and the Successful Proponent.

12. Transition & Implementation Strategy

- 12.1 The Successful Proponent will be required to assist the Production Centre staff with a seamless transition to its proposed solution. Proponents are advised to provide a detailed implementation methodology in accordance with section fifteen (17) of this RFP.

13. Schedule for Completion

- 13.1 The Successful Proponent must complete the Work required by this RFP by October 1st, 2011.

14. Business Technological Capabilities – Summary Billing and Payment

- 14.1 The City encounters a high volume of invoices and is seeking solutions for simplifying payment processes.

- 14.2 The City may incorporate technologies such as summary billing and electronic invoice verification, as well as using an Electronic Funds Transfer (EFT)/PeopleSoft financials interface process.

15. Proponent Qualifications

- 15.1 This RFP process is open to Proponents that are factory authorized dealers and factory authorized service centres for the equipment proposed. Third party service/maintenance providers will not be considered.
- 15.2 Proposals will be considered from only those Proponents that maintain both a permanent sales and service facility in the Lower Mainland of British Columbia, Canada.

16. Proposal Submission Requirements

- 16.1 All Proposals should include the following information:
- a) Table of Contents which should provide a listing of the topics covered in the Proposal as arranged by section, including the corresponding page numbers.
 - b) Introduction - containing a statement of the Proponent's understanding of the City's requirements.
 - c) Executive Summary - highlighting the key features and benefits of the proposed equipment.
 - d) Company Background - containing a summary of the Proponent's performance history in the supply, installation and support of copier machines of similar size and scope, and including the requested references.
 - e) Project Team - identify staff to be assigned to do the Work required under this RFP and their relevant experience and qualifications to this project.
 - f) Equipment Description - Note: Proponents are to quote on standard, brand new equipment of the most recent manufacture. Discontinued, reconditioned, refurbished or re-manufactured equipment will **not** be considered.
 - g) Proponents should describe how their equipment is compatible with the network and configuration outlined in sections eight (8) and nine (9); Proponents should also provide information on what data/network links and interfaces may be required and that their proposed Equipment can provide, and how these work from the Proponent's and City's perspectives.
 - h) A project schedule for supply and installation of the complete system, including training time, that incorporates the Schedule for Completion listed in subsection 13.1.
 - i) Methodology for providing on-line support and other technical support. Technical support operating hours must be within the Pacific Time Zone.

- j) Description of the Proponent's procedures for problem resolution, including escalation of service requests.
- k) Description of the Proponent's customer service support organisation.
- l) Description of the Proponent's upgrade policy, including when and how upgrades are made available including the provision of associated technical support and training.
- m) Provision of costs for the following (using form provided in Appendix Three):
 - i. Cost to purchase the equipment, including service costs and any other applicable costs.
 - ii. Cost to lease the proposed equipment for forty-eight (48) months, including service, buy out costs and any other applicable costs, built into the monthly lease rate.
 - iii. Buyout cost for a forty-eight (48) month lease.
 - iv. A cost per copy rate for the proposed equipment with all supplies and services included in this price.
 - v. Costs for software, ancillary equipment, materials required to complete the installation and commissioning of all proposed equipment.
- n) Provision of information sheets and/or brochures for the equipment proposed.
- o) Confirmation of the Proponent's ability to respond to service requests in a two (2) hour response time from initiation of call to arrival at City Hall site on an as and when required basis.
- p) Provide details regarding training upon equipment installation and the availability of on-going training as and when required.
- q) Identify the potential risks and explain how these risks should be monitored and controlled. The explanation should include the processes and procedures being proposed, but not be limited to such aspects as:
 - i. the management of risks that are shared with the City and
 - ii. the provisions for managing and mitigating these risks.
- r) Provide details regarding a transition and implementation strategy. Include a detailed explanation as to how you envision the transition and implementation to be completed. These issues should encompass, but not be limited to such factors as:
 - i. installation process;
 - ii. roles and responsibilities;
 - iii. establishment of summary billing or technology as described in section 14 and
 - iv. establishment of accounting reports as described in subsection 10.1 k.

- s) Provision of completed Appendices One (1) through Three (3). These Appendices are included in this RFP.
- t) Explain your billing capabilities as described in fourteen (14) and include within your Proposal:
 - i. A sample of a typical billing summary that will encompass shipping destination, order number, date ordered, description of goods including part numbers etc., price and extended value, taxes, and total value for the billing period;
 - ii. The technology and process being used with respect to purchase cards. (The City uses the Bank Of Montreal's MasterCard Purchase Card, and requires the Proponent to state its willingness to acquire a software package from MasterCard to support the Tier-3 system and work with the City in developing the card's utilization to achieve its maximum benefits);
 - iii. An explanation and providing detail, if you possess technology enabling an EFT/PeopleSoft interface, or any other innovative payment solutions.

17. Value Added Services

- 17.1 The City will consider value added services, (such as training to staff in the use of products, or disposition) where it understood that there are no extra costs for any of these services, However, if there are any additional costs pertaining hereto, the summary and explanation of those costs should be appended to the Proposal.

18. Pricing

- 18.1 All costs quoted will be in Canadian dollars. Price adjustments due to currency fluctuations, or any other reason, will not be accepted.
- 18.2 All costs quoted shall be exclusive of the Harmonized Sales Tax.
- 18.3 Unless directed otherwise, all costs quoted will be inclusive of all freight and delivery charges. Delivery shall be F.O.B. the City of Richmond.

19. Conflict of Interest

- 19.1 All Proponents are required to disclose to the City any direct or potential conflict of interest in their Proposal. The disclosure will detail the nature and degree of the direct or potential conflict. The City reserves the right to reject a Proposal and/or to cancel the award of contract if, in the City's sole opinion, any interest disclosed from any source could give the appearance of a conflict of interest or cause speculation as to the objectivity of the awarding of the contract.

20. Review of Proposals

- 20.1 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 20.2 The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.
- 20.3 Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:
- a) Understanding of the City's requirements.
 - b) Quality of methodology for the supply and installation of equipment as well as that of the training offered to the City. This includes the proposed integration with current system configuration and network.
 - c) Quality of the system proposed.
 - d) Quality of the Proponent's technical support program.
 - e) Proponent's methodology for providing upgrades.
 - f) Experience and qualification of the Proponent and of the staff it has assigned to perform the work required by this RFP.
 - g) Value for money.
 - h) References and interview, if required.

21. Trial Period

- 21.1 As part of the City's evaluation process, Proponents may be required to provide a detailed on-site demonstration of their equipment and may also be required to deliver and install at the City, in a designated area, the system proposed for a thirty (30) day trial period. This shall be done on a no-charge basis to the City with no obligation whatsoever.

22. RFP Process

- 22.1 The City may unilaterally take the following actions, and shall not be liable for any such actions:
- a) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
 - b) reject or accept any or all Submissions;
 - c) cancel the RFP process at any time and reject all submissions; or

- d) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.

22.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

23. Negotiations

23.1 The award of the contract is subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:

- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
- b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
- c) specific contract details as deemed reasonable for negotiation by the City of Richmond.

23.2 If a written contract cannot be negotiated within 60 days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

24. Working Agreement

24.1 The Successful Proponent will enter into a contract for services with the City based upon the information contained in this Request for Proposal and the Successful Proponent's submission and any modifications thereto. A draft contract which may conform to the actual agreement between the City and the Successful Proponent is appended to this RFP for Proponent's information only.

24.2 Proponents may include their standard terms of engagement with their Proposals.

25. Information Disclaimer

25.1 The City and its directors, officers, employees, agents, consultants and advisors are not liable or responsible for any oral, verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.

25.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice,

or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.

The City makes no representation, warranty, or undertaking of with respect to this RFP and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

Appendix One – Proponent and Equipment Profiles

PROPONENT PROFILE	Please PRINT Response		
1. Company Name – (use full legal name)			
2. Company Address – (Including name of city where your head office is located)			
3. Company Address - (Including name of city where closest office serving Richmond, B.C.)			
4. Primary Contact Person and Title			
5. Phone number & email address for <i>Primary</i> contact person	Phone:	Email Address:	
6. Client References – Provide three (3) clients similar in size and scope to the City and include contact person information (including names, titles, phone and email addresses)	Client Reference One	Client Reference Two	Client Reference Three
	Company Name	Company Name	Company Name
	Contact Person and Title	Contact Person and Title	Contact Person and Title

	Phone and Email Address	Phone and Email Address	Phone and Email Address
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EQUIPMENT PROFILE	Please PRINT Response
<p>1. Brand, Make & Model of Equipment being recommended to the City of Richmond</p>	
<p>2. State ONE Company or Equipment characteristic that you believe makes your proposal <i>unique</i> and would be <i>advantageous to the City of Richmond</i></p>	

Appendix Two – Requirements Qualification Sheet

Category	Item	Provided (check the box that applies)		Comments
		YES	NO	
Compatibility	1. Compatible with the City’s network and the two existing Konica Minolta BizHub Pro C6501 machines			
	2. Includes a command workstation for the balance server to do various duties (including colour splits)			
Copying and Binding	1. Various functions for folding and binding with an in-line finisher, including “z” folding for 11” x 17” sized formats (list all functions in the comments section)			
	2. Saddle stitching and hole punching.			
	3. Ability to produce documents of various page sizes combined, double sided and folded with colour inserts from multiple trays, three hole punched and stapled.			

Category	Item	Provided (check the box that applies)		Comments
		YES	NO	
	1. Inline perfect binding.			
	2. Various functions for stapling, collating and post-copy inserts list all in the comments section).			
	3. Post-rip editing capability.			
Capacity	1. Minimum sheet capacity of 3,500.			
	2. Ability to accept a variety of paper weights from 20lb recycled bond to 100lb cover stock (list all in the comments section.)			
	3. Ability to produce an annual volume capacity of over 1,000,000 (one million) copies.			

Category	Item	Provided (check the box that applies)		Comments
		YES	NO	
Accounting	1. Device usage tracked by user and by volume.			
	2. Reports on page details, including number of pages printed, scanned, or copied, with information on single- or double-sided documents, and document sizes.			
	3. Reports on maintenance service requests, error log histories and trends for both.			
	4. Reports on the use of consumable items such as paper, toner and binding materials (e.g., staples).			
Service Requests	1. Proponent can respond to service requests within two (2) hours as and when required.			

Appendix Three – Proposed Pricing

Item	Cost	
1. Cost to purchase the equipment, including service costs and any other applicable costs.	One Time Cost: \$ _____ (HST extra)	
2. Cost to lease the proposed equipment for forty-eight (48) months, including service, buy out costs and any other applicable costs, built into the monthly lease rate.	Rate Each Month: \$ _____ (HST Extra)	Buyout Cost: \$ _____ (HST Extra)
3. Buyout cost for forty-eight (48) month lease.	\$ _____ (HST Extra)	
4. A cost per copy rate for the proposed equipment with all supplies and services included in this price.	Per Copy: \$ _____ (HST extra)	
5. Costs for software, ancillary equipment, materials required to complete the installation and commissioning of all proposed equipment.	One Time Cost: \$ _____ (HST extra)	



This Agreement dated the <day> day of <month> , 2011, at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond
6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:

"<Contractor's name & address>"

(the "Contractor")

Whereas:

- A. The City requires the supply and installation of a high-speed black and white digital copier (the "Project");
- B. The City issued a Request for Proposal 4295P for the Supply and Installation of a High-Speed Black and White Digital Copier (the "RFP");
- C. The Contractor is willing and prepared to deliver the Work described in the Contract Documents as required to complete the Project;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Definitions

- 1.1. In the Contract Documents, the following definitions apply:
 - a) "**City**" means the City of Richmond;
 - b) "**Contract**" means this contract as set out and described in the Contract Documents;
 - c) "**Contract Documents**" means and includes the following:
 - i. The Request for Proposal 4295P for the supply and installation of a High-Speed Black and White Digital Copier;
 - ii. Any and all addenda issued in relation to the RFP;

- iii. The Contractor's Proposal, dated , titled – ;
 - iv. This Agreement document;
 - v. The City's Purchase Order, and
 - vi. Any and all change order documents related to this Agreement.
- d) **“Contract Administrator”** means the Supervisor, Mapping and Production at the City of Richmond.
 - e) **“Contractor”** means the Proponent that is awarded the Contract;
 - f) **“Site”** means the Richmond Olympic City, located at 6111 River Road in Richmond, BC and
 - g) **“Work”** means and includes anything and everything required to be done for the completion of this Contract.

2. Responsibilities and Duties

- 1.2. The Contractor shall be responsible for completion of the following Work as per Request for Proposal 4295P for the Supply and Installation of a High-speed Black and White Digital Copier and the Contractor's Submission:
 - a)
 - b)
 - c)
- 1.3. The Contractor agrees to conduct itself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

3. Work

3.1. Conformity with Contract Documents

The Contractor will perform the Work in strict conformity with the Contract Documents.

3.2. Standard of Care

The Contractor will perform the Work with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing similar work, and on the understanding that the City is relying on the Contractor's experience and expertise.

3.3. Satisfaction of City

The Contractor will perform the Work to the reasonable satisfaction and approval of the City. The City will be the sole judge of the Work in respect of both quality and quantity, and the City's decisions with regard to the Work, or as to the meaning and intention of this Contract, or any part or parts thereof, will be binding and final upon the Contractor.

3.4. Permits

The Contractor will obtain and pay for all applicable permits, licences, and certificates required to complete the Work unless otherwise provided herein.

3.5. Changes in the Work

The City may make changes to the Work, and the Contract price and time for performance will be adjusted by mutual agreement between the City and the Contractor. Except in the case of an emergency, changes may not be made by the Contractor without written approval by the Contract Administrator.

4. Service Requirements

4.1. If there are greater than five (5) service calls on more than five (5) different dates for the installed system within a one month period, the City may require that the equipment be removed and replaced by new, fully-functioning equipment of equal specification. Any such replacements shall be at no cost to the City. If the installed system is not functioning to performance specifications for five (5) working days or longer the City will consider the system in chronic failure and exercise its options under this Contract.

5. Maintenance Logs

5.1. A maintenance log shall be provided and maintained for the system installed. This log shall be retained at the installation location. The Contractor shall be responsible maintaining the log with the following information:

- a) date and time of service request
- b) date and time of service representative's arrival
- c) meter reading before and after service
- d) general description of the problem and corrective action, time service is completed

6. Customer Service

6.1. The Contractor is required to respond/acknowledge any inquiry or call from City personnel as soon as possible within twenty-four (24) hours of original response by telephone, fax or email.

6.2. All problems or requests are to be resolved or given a proposed solution with a time line that is acceptable to the City within forty-eight (48) hours of original response.

7. Personnel

7.1. Qualified Personnel

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Work.

7.2. Subcontractors

The Contractor will perform the Work using its own personnel and those subcontractors as may be listed on the Tender Form and approved by the City,

and will bind all approved subcontractors to the terms of the Contract Documents, as applicable to the subcontractors work. The Contractor will be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

7.3. Replacement of Personnel or Sub-Contractors

If the City reasonably objects to the performance, experience, qualifications or suitability of any of the Contractor's personnel or subcontractors then the Contractor will, on written request from the City, replace such personnel or subcontractors.

7.4. City's Own Forces and Other Contractors

The City may have its own work forces and other contractors on the site while the Work is under way. The City will coordinate the work of all contractors on the site and require their coordination with each other. The Contractor will report to the City any apparent deficiencies in other contractors' work that would affect the Work, immediately after the deficiencies come to the Contractor's attention.

8. Independent Contractor

8.1. It is understood that this Contract is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees will be resolved by the Contractor with no involvement by the City.

9. Premises

9.1. Use of Premises

The Contractor will confine the use of the premises for the Work as directed by the City and will comply with regulations that govern the building or institution where the Work is located.

9.2. Cleaning of Premises

At the conclusion of the Work, the Contractor will clean up and remove all debris and rubbish to the satisfaction of the City.

9.3. Light, Power, and Heat

The City's supply of electrical energy and water will be available to the Contractor without charge. The Contractor, upon completion of the Work, will remove temporary connections and extension of services, leaving the existing structures and services undamaged.

10. Inquiries

10.1. Contractor's inquiries to the City during installation should be directed to the following:

Technical

Frank Sciberras
Supervisor –
Mapping & Production Centre
Development Applications
Tel: 604-276-4213
E-mail: fsciberras@richmond.ca

Contractual

Kerry Gillis
Buyer II - Contracting Specialist
Purchasing Section
Business & Financial Services
Tel: 604-276-4135
E-mail: purchasing@richmond.ca

11. Payment

11.1. Invoices will only be issued by the Contractor upon successful supply, installation and acceptance of the equipment by the City. Payments will be processed within thirty (30) days of receipt of invoice and only when the designated City of Richmond purchase order number is indicated on the invoice.

12. Taxes and Fees**12.1. Taxes**

Unless otherwise provided herein, the Contractor will pay all government sales or excise taxes in force at the date of the Contract, provided that any increase or decrease in such taxes will increase or decrease the amount due under the Contract accordingly. The Contractor will ensure that invoices show the appropriate amounts for applicable taxes separately.

12.2. Patent Fees

The Contractor will pay all royalties and licence fees and will save the City harmless from any and all losses on account of suits or claims of infringement of patents in any way connected to the Contractor's performance of the Work.

13. Defective Work**13.1. Correction of Defects**

If, in the opinion of the City, the Work is improperly, defectively, or insufficiently performed, or being performed, the City may, in writing, order the Contractor to re-execute or correct the Work in accordance with such order; and if the Contractor fails to comply with such order within ten working days, the City may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor will, on demand, pay to the City, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the City may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

13.2. Deficiency Holdback

The City may retain holdbacks to cover deficiencies in the Work, in an amount equal to twice the amount the City estimates as the total cost to complete the deficiencies.

14. Warranty

14.1. Unless otherwise specified, the Contractor warrants that only the best workmanship and materials will be employed and if, within a period of one (1) year from the date of acceptance of the Work by the City, such Work or any portion thereof are found by the City to be defective or faulty due to imperfect or bad workmanship or material, the Contractor agrees to correct such defective Work forthwith without expense to the City.

15. Liens**15.1. Indemnification**

The Contractor will fully indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process, or otherwise, that arises in connection with the Work.

15.2. Lien Holdback

The City may, in addition to other holdbacks as provided by the Contract Documents, hold back an amount equal to any lien which has been filed with respect to the Work, plus 10% as security for costs. The City may, at its option, after five days written notice to the Contractor, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the City shall pay such holdback to the Contractor, without interest.

16. Protection of the Work

16.1. The Contractor will protect of the Work and materials from damage and will protect the City's property and any adjoining property from injury due to the Work.

17. Bonds – this section is left blank intentionally**18. Indemnification and Insurance****18.1. Indemnification**

The Contractor will indemnify, hold, and save harmless the City from and against all claims, losses, damages, costs, actions, and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by, attributable to any injury, including death, property damage, infringement, or damage arising from any act or omission of the Contractor, the Contractor's employees, officers, volunteers, servants, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this Contract.

18.2. Insurance

The Contractor will, at its own expense, through the terms of the Contract secure, maintain, and pay for the following coverage:

- a) **Comprehensive General Liability Insurance** with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies will cover all premises and operations necessary or incidental to the performance of this Contract and include but not necessarily be limited to the following coverage:
 - i. Contractual liability assumed under this Contract.
 - ii. Contingent employer's liability with respect to operations of sub-contractors.
 - iii. City's protective liability.
 - iv. Cross liability.
 - v. Automobile liability (non-owned, hired).
 - vi. Completed operations liability 24 months after completed operations.
 - vii. Voluntary medical payments.
 - b) **"Course of Construction" Property Damage Insurance** covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided will amount to no less than 80% of the total value of the Work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured there under.
- 18.3. The City, its officers, officials, and employees will be added as additional insured on all such policies. All such insurance provided by these policies will be primary regardless of any insurance or self insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.
- 18.4. The policy or policies will be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the Work, the Contractor will furnish the City through the Office of the Purchasing and Insurance Department a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least 30 days' written notice to the City.
- 18.5. Maintenance of such insurance and the performance of the Contractor of the Contractor's obligations under this clause will not relieve the Contractor of liability under the indemnification provisions here and above set forth. The

foregoing insurance provisions will not limit the insurance required by Municipal, Provincial, or Federal law.

- 18.6. It will be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance will be provided and maintained by the Contractor its own expense.

19. Workers' Compensation Board Coverage/Prime Contractor

- 19.1. The Contractor agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- 19.2. The Contractor agrees that it is the Prime Contractor for the purposes of the Workers' Compensation Board Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor will have a safety program acceptable to the Workers' Compensation Board and will ensure that all Workers' Compensation Board safety rules and regulations are observed during performance of this Contract, not only by the Contractor but by all subcontractors, workers, material men and others engaged in the performance of this Contract. Prior to commencement of construction, the Contractor will complete and file a "Construction Notice of Project" with the Workers' Compensation Board and will provide a copy of the same to the City confirming that the Contractor will be the Prime Contractor responsible for coordination of safety and health under Part 3 of the Workers Compensation Act and Part 20 of the WCB Occupational Health and Safety Regulations.
- 19.3. The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Contract. The Contractor will also provide a signed copy of the Prime Contractor Designation Document.
- 19.4. The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

20. Default

20.1. The City may, by notice to the Contractor, terminate this Contract:

- a) If the Contractor fails to perform the Work within the time specified or breaches any material provision of the Contract,
- b) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency;
- c) If the City terminates this Contract as provided by this section, then the City may:
- d) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Work;
- e) withhold payment of any amount owing to the Contractor under this Contract for the performance of the Work;
- f) set off the total cost of completing the Work incurred by the City against any amounts owing to the Contractor under this Contract, and at the completion of the Services pay to the Contractor any balance remaining; and
- g) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

21. Use of Work Product

21.1. The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Work rendered by the Contractor. This section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

22. Jurisdiction

22.1. Nothing in this Contract limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

23. Dispute Resolution

23.1. All matters in dispute under this Contract may, with the concurrence of both the City and the Contractor, be submitted to arbitration by a single arbitrator.

24. General**24.1. Governing Law**

This Contract will be governed by the laws of British Columbia.

24.2. Compliance with Laws

The Contractor will perform the Work in compliance with all applicable codes, laws, regulations, and ordinances.

24.3. Amendment

This Contract may be amended only by agreement in writing, signed by both parties.

24.4. Time

Time will be of the essence in this Contract.

24.5. Assignment

Neither party will assign the Contract without the written consent of the other.

24.6. Notices

Any notice required to be given in this Contract will be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing and Risk Department at Richmond "City Hall, 6911 No. 3 Road, Richmond, BC, V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth in the Tender Form.

The City and the Contractor agree to these Terms the day and year first above written.

Contractor

Joe Erceg
General Manager, Planning & Development
City of Richmond

Distribution List

Advertised On

BC Bid
City of Richmond Website

Invitational

Ricoh

Connie Tidy, Major Account Executive
604-293-9781
Email: ctidy@ikon.com ; sales@ricoh.ca

Konica Minolta Business Solutions Canada

Rich Weaver, Major Accounts Rep. or Kathy Magits, Account Manager
604-722-9208
Email: rick.weaver@bt.konicaminolta.ca ; kathy.magits@bt.konicaminolta.ca

Xerox Canada Ltd.

Catherine Bradley, Senior Solutions Executive-Public Sector XEROX Canada Ltd.
Phone: 778.773.8531
Email: Catherine.Bradley@xerox.com

Canon Canada Inc.

Hussein Samnani, National Business Development
Phone: 604-296-8000
Email: hsamnani@canada.canon.com

Kyocera Mita

Keith Callaghan, Major Account Executive
Phone: 604-207-2802
Email: KeithM_Callaghan@kyoceramita.com