



REQUEST FOR QUOTATIONS

Title: Provision of a Digital High Speed/Volume Colour Digital Copier
with an All-Inclusive Maintenance Agreement (Cost-per-Copy
Plan)

Reference No.: 1220-040-2018-018

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)
March 2, 2015

TABLE OF CONTENTS

1. INTRODUCTION	3
2. ADDRESS FOR DELIVERY	3
3. DATE	4
4. INQUIRIES	4
5. ADDENDA	4
6. NO CONTRACT	5
7. ACCEPTANCE	5
8. CONTRACTOR'S EXPENSES	5
9. CONTRACTOR'S QUALIFICATIONS.....	5
10. CONFLICT OF INTEREST	5
11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS	5
12. CONFIDENTIALITY	5
13. SIGNATURE.....	6
ATTACHMENT 1 – DRAFT QUOTATION AGREEMENT	7
SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES	34
SCHEDULE B – QUOTATION	40

REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B to Attachment 1 (the "Quotation") for the supply of the goods (if any) and services described in Schedule A to Attachment 1 (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

The City manages the print requirements for the City through the City's printing services section (the "Print Shop").

The objective of the City's printing services section through this request for Quotations (the "RFQ") is to receive the best value for its on-demand publication printing services, with predictable pricing and controlled pricing fluctuations. To achieve this objective, the Contractor will:

- (a) not increase any pricing proposed in their Quotation for the initial term of the Contract for all items; and
- (b) at no time should the Contractor's price available to other equipment users be the same or lower than the price offered to the City where the same equipment and service is provided. If the Contractor's general published pricing decreases during the term of the Contract resulting in a price lower than the price offered under the Contract for the same equipment and services, lower pricing will be offered to the City. In the event that the Contractor offers prices lower than those offered under the Contract (e.g., special offers, etc.), these same lower prices will apply to the Contract for the same period as offered to other customers.

Contractors are encouraged to consider all potential innovations that it considers would improve the value of the City's print services section. An innovation submission in this regard, is considered to be any approach or proposed solution that may not meet all of the requirements of this RFQ. Contractors are encouraged to submit any innovation submissions through this RFQ process. Such innovation submissions are still required to meet the preferred performance requirements for this project.

2. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name, RFQ title and number. A Quotation should be submitted in the form attached to this RFQ as Schedule B – Quotation.

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

(a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file to the City by email at: purchasing@surrey.ca

PDF emailed Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone to confirm receipt. A Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation.

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and one (1) copy (two (2) in total) which should be delivered to the City at the office of:

Name: Richard D. Oppelt, Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

3. DATE

The City would prefer to receive Quotations on or before April 26, 2018. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

All inquiries related to this RFQ should be directed in writing to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-040-2018-018

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City's Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the “BC Bid Website”) and the City Website at www.surrey.ca (the “City Website”) that will form a part of this RFQ. It is the responsibility of Contractor to check the BC Bid Website and the City Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 and Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory and the purchasing representative have signed on behalf of the City. Delivery of the signed Quotation by the City may be by fax or pdf email.

8. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFQ. The City will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

9. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

10. CONFLICT OF INTEREST

A Contractor must disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ.

12. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

13. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: Provision of a Digital High Speed/Volume Colour Digital Copier with an All-Inclusive Maintenance Agreement (Cost-per-Copy Plan)

Reference No.: 1220-040-2018-018

FOR THE SUPPLY OF GOODS AND SERVICES

TABLE OF CONTENTS
DRAFT QUOTATION AGREEMENT

1.	DEFINITIONS AND INTERPRETATION	9
2.	GOODS AND SERVICES	10
3.	FULL SERVICE MAINTENANCE (“FSM”)	10
4.	SECURITY AND CONFIDENTIALITY	19
5.	TERM	20
6.	TIME	20
7.	FEES	20
8.	PAYMENT	21
9.	USE OF WORK PRODUCT	22
10.	PERSONNEL AND SUBCONTRACTORS	22
11.	LIMITED AUTHORITY	23
12.	CONFIDENTIALITY AND DISCLOSURE OF INFORMATION	24
13.	WARRANTIES	24
14.	INSURANCE AND DAMAGES	25
15.	CITY RESPONSIBILITIES	26
16.	DEFICIENCIES	26
17.	DEFAULT AND TERMINATION	27
18.	CURING DEFAULTS	28
19.	DISPUTE RESOLUTION	28
20.	WCB AND OCCUPATIONAL HEALTH AND SAFETY	28
21.	BUSINESS LICENSE	30
22.	GENERAL PROVISIONS FOR GOODS	30
23.	COMPLIANCE	30
24.	JURISDICTION OF COUNCIL AND NON-APPROPRIATION	30
25.	WAIVER	31
26.	APPLICABLE LAW	31
27.	NOTICES	31
28.	MERGER AND SURVIVAL	31
29.	ENTIRE AGREEMENT	31
30.	SIGNATURE	32
31.	BRAND NAMES	32
32.	ENUREMENT	33
	SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES	34
	SCHEDULE B – QUOTATION	40

DRAFT QUOTATION AGREEMENT

Reference RFQ Title: **Provision of a Digital High Speed/Volume Colour Digital Copier with an All-Inclusive Maintenance Agreement (Cost-per-Copy)**

THIS AGREEMENT dated for reference this _____ day of _____, 201__.

AGREEMENT #1220-040-2018-018

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, B.C., Canada, V3T 1V8
(the "**City**")

AND:

(Insert Full Legal Name and Address of Contractor)

(the "**Contractor**")

WHEREAS the City wishes to engage the Contractor to provide Goods and Services and the Contractor agrees to provide Goods and Services.

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Contractor agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (d) "Fees" means the price set out in Section B-2 for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (e) "FSM" means full services maintenance as described in Section 3 and 3.1;
- (f) "Goods" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "Indemnitees" has the meaning described in Section 13.2;
- (h) "Photocopier Services" has the meaning set out in Section 3;
- (i) "RFQ" means the Request for Quotations;
- (j) "Services" means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (k) "Term" has the meaning described in Section 5.1.

- 1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
- (a) this Agreement;
 - (b) Addenda (if any);
 - (c) the RFQ; and
 - (d) other terms, if any, that are agreed to by the parties in writing.

- 1.3 The following attached Schedules are a part of this Agreement:

Schedule A – Specifications of Goods & Scope of Services; and
Schedule B – Quotation.

2. GOODS AND SERVICES

- (a) The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A, to Attachment 1, and as described in Schedule B, to Attachment 1.
- (b) The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B, to Attachment 1.
- (c) The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B, to Attachment 1. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- (d) The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
- (e) The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

3. FULL SERVICE MAINTENANCE (“FSM”)

The Contractor will provide the Photocopier Services (as hereinafter defined) and Equipment as, if and when requested by the City pursuant to this Agreement. The

Contractor agrees to supply, install, deliver and provide new and fully operational Equipment and accessories, including operator training, full service maintenance ("FSM"), consumables and supplies all in accordance with the terms of this Agreement (collectively the "**Photocopier Services**").

3.1 Full Service Maintenance ("FSM")

The Contractor will provide, and is responsible for, at its expense the FSM for each unit of Equipment for the duration of the Term, including but not limited to:

- (a) all necessary warranty repairs, reasonable wear and tear, and non-warranty Services for the Equipment including upgrades, patches, fixes, problem administration and resolution, defective product repair, manufacturer recommended changes, and preventative maintenance and corrective maintenance.
- (b) provision of consumables, appropriate for each model of Equipment, as described in Section 3.7 of this Agreement.

During the Term, the Contractor will provide the City with updated Equipment documentation, including updated user documentation, technical documentation and asset management information as appropriate to the Services being performed.

During the Term, the Contractor will proactively notify the City in writing of any generally circulated software rewrites, upgrades, including patches and fixes, hardware announcements, or other manufacturer service announcements which may apply to the unit of Equipment installed, including documentation on the priority and possible changes to the functionality of the installed Equipment.

The Contractor shall provide telephone support and a toll-free phone number for placing service calls.

The Contractor will respond onsite to all non-emergency Print Shop equipment service calls with a monthly average response time of _____ hours from the placement of the first telephone request for service made by the City. This response time average will be maintained between the regular service hours of 08:30 and 16:30, Monday through Friday, 52 weeks of the year (except for National and Provincial Holidays). Maximum contractor response time for emergency calls will be _____ hours.

In the event the Contractor cannot repair any item of Equipment, or Replacement Equipment that is not functioning properly, it will replace that item with a new model of like or superior specifications without any additional cost to the City.

If within _____ business days of the initial service call the Contractor is not able to repair any item of Equipment, or Replacement Equipment that is not functioning properly the Contractor will put in place a suitable temporary replacement without any additional cost to the City within _____ business days.

The FSM provided by Contractor under this Agreement will not include the following: (i) repairs resulting from negligent or willful misuse (including without limitation improper voltage); (ii) repairs made necessary by service performed by persons other than Contractor's representatives or City of Surrey employees; (iii) repairs and/or service calls resulting from attachments that have been installed and that have not been purchased from Contractor; (iv) electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; and (iv) charges for movement of the Equipment from one location to another after initial installation.

3.2 Guaranteed Maintenance

The Contractor shall provide guaranteed maintenance service. The maximum response time that will be accepted for service calls on the proposed Equipment will be twenty-four (24) hours from the placement of the first telephone request for service made by the City. The Contractor is required to call the City's Print Shop operator within sixty (60) minutes of receiving the initial service call to establish an estimated time of arrival (ETA) of the Technician. The Technician shall arrive at the City's office within four (4) business hours of the initial service call placed by the City. This response time average will be maintained between the regular service hours of 08:30 and 16:30, Monday through Friday, 52 weeks of the year (except for National and Provincial Holidays).

In the event the Equipment or systems or any of its components cannot be repaired to the extent that it demonstrate adequate performance and reliability, the Contractor shall guarantee its replacement with the same or like model at no additional cost. The Contractor shall include the cost of a full maintenance agreement in the Proposal.

The Contractor shall have the ability to receive service calls and provide service support after hours or on weekends.

All maintenance parts and labour cost shall be included in the CPC price.

3.3 Unsatisfactory Equipment Performance

The Contractor guarantees each machine specified within this Agreement will perform to either:

- (a) The monthly copies between service calls as measured by each machine on a quarterly basis and/or
- (b) The monthly uptime as measured by machine on a quarterly basis (Quarterly uptime measured at 96%).

The Contractor will carefully monitor the service history and review the Equipment, and Replacement Equipment performance on an ongoing basis.

The City will try to indicate, proactively, where possible, any potential problems specific to units covered by this Agreement, which may require an escalation of attention on the part of the Contractor.

Where any Equipment, and Replacement Equipment or component thereof covered under this Agreement is designated by the City to be non-performing, the Contractor will recommend a plan of action, mutually agreed upon by both parties, designed to eliminate the performance problem within two (2) days of such designation. Such a plan of action may include the Contractor initiated service by the Contractor product specialist teams, escalation to regional, national or international service authorities, or replacement by a new unit with like or superior specifications.

The Contractor shall make service available on all Equipment, Replacement Equipment and accessories and components thereof for the entire Term of this Agreement. Any equipment replacements, unless at the request of the City, shall be at no cost to the City.

Chronic problems or repeat Incidents identified by the City contact should receive priority attention by the Contractor. The Contractor will designate a senior technical or management resource to coordinate testing and resolution, and to interface with the City contact. This contact within Contractor's organization will have the ability to assign technical resources, commit field staff, change Equipment components, and escalate to the manufacturer.

Equipment Inspection/Testing/Acceptance

Inspections, tests, measurements, or other acts or functions performed by the City shall in no manner be construed as relieving the Contractor from full compliance with the Agreement requirements. At minimum, the Equipment must demonstrate the capability of providing the functions and services specified in the RFQ.

No contract term for service, supplier, cost-per-copy charges may begin prior to successful delivery, installation and acceptance of the Equipment by the City.

3.4 Preventive and Corrective Maintenance

The Contractor will complete, at no additional cost to the City, all preventative maintenance routine work for the unit of Equipment at the level and frequency recommended by the manufacturer. The results of any tests and a report indicating the completion date of each preventative maintenance routine for the unit of Equipment will be provided to the City.

The Contractor will maintain Equipment records as required to maintain good Services, including the documentation of preventative maintenance routines. These records will include, at a minimum, the site of the unit of Equipment, serial number, make and model, and the start date and end date of the service period.

The factory default password supplied with the unit of Equipment will be changed by the Contractor immediately upon installation and as directed by the City.

Local administrative passwords for the unit of Equipment will be changed by the Contractor only as directed by the City.

With the exception of the circumstance where it is necessary to suspend the functioning of a unit of Equipment until replacement parts arrive, the Contractor will not leave, at any time, the unit of Equipment in a state where it cannot be accessed by the City.

At no additional cost to the City, the Contractor will repair, or replace on a like-for-like basis, or by an equivalent replacement approved by the City, a defective unit of Equipment or any of its components. The Contractor will not be responsible for:

- (a) the repair or replacement of any component of a unit of Equipment or the whole unit of Equipment if the defect, failure or damage is caused by improper use or improper or inadequate maintenance and care of a unit of Equipment by the City; or
- (b) for repair of damages to any component of a unit of Equipment or the whole unit of Equipment if those damages are due to forces external to the unit of Equipment that are not considered to be reasonable wear and tear of such unit of Equipment.

The unit of Equipment or any of its components that contain the City's information will, if requested by the City and subject to payment of Contractor's standard fee therefor, have that information Securely Erased prior to removal from a site. The City may, at its sole discretion but subject to payment of Contract's standard fee therefor, request the Contractor to have the information securely erased.

The Contractor will minimize the impact to the City when conducting any preventative maintenance, repairs or testing, which may include a like-for-like replacement or a temporary replacement of a comparable make/model and adhere to a mutually agreeable timeframe for completion of the work.

3.5 Spare Parts

The Contractor will keep an adequate supply of manufacturer approved spare Equipment or Equipment components for the unit of Equipment at inventory levels required to ensure that the repair time and the response time performance commitments are met.

If spare Equipment or Equipment components for the unit of Equipment are not available from the Contractor's local stock, the Contractor will escalate the delivery of replacement parts. Escalation for the delivery of replacement parts will be continuous until the incident is resolved.

3.6 Upgrades

The Contractor will release, at regular intervals, Equipment model operating system upgrades, which will include firmware releases, software upgrades and security hot fixes to the extent provided in the ordinary course of business to its customers.

The Contractor will use a Contractor or manufacturer certified technician, at no additional cost to the City, to install upgrades and features.

The City, at its sole option, may choose to direct the Contractor not to upgrade the unit of Equipment with a manufacturer recommended change.

For the unit of Equipment where the Contractor is performing an upgrade, including patch or fix, or installation work, the Contractor will ensure:

- (a) that the City is aware of the procedures that it needs to perform to have any databases on a unit of Equipment:
 - (i) backed up immediately prior to the Contractor beginning installation of any upgrade; and
 - (ii) successfully restored;
- (b) functionality of the data, the enabling solution and features are verified; and
- (c) a fallback plan approved by the City to restore the original configuration is in place.

3.7 Supplies and Consumables

The supplies and consumables described in this Section are included in the FSM Cost-per-Copy pricing described in Section 3.1. The following consumables, as applicable to each model of Equipment, are provided as part of the FSM:

- (a) photoconductor (as applicable)
- (b) black toner, developer/fuser agent,
- (c) replacement drums units,
- (d) replacement cartridges;
- (e) preventative maintenance kits;
- (f) waste toner bottle;
- (g) staple wires;
- (h) fuser oil; and
- (i) all components subject to wear.

Supplies and consumables are to be delivered, F.O.B. Destination, Freight Prepaid to the City's Print Shop, Surrey City Hall, 13450 104 Avenue, Surrey, B.C. V3S 3C7. All other supply items not indicated above (including paper, transparencies, etc.) may, at the City's option, be ordered separately by the City any time from the Contractor's supplies price book at prices in effect at the time the order is placed.

The City, in conjunction with the Contractor, will be responsible for identifying quantities required to replenish supply inventory of toner and to ensure that an adequate inventory is available for end-user requirements. The City covenants and agrees that all supplies and consumables provided by the Contractor under this Agreement shall only be used exclusively for the Equipment, the Replacement Equipment and accessories and components thereto provided under this Agreement.

While the Contractor is responsible to provide the toner described in Section 3.7(b), the City will be responsible for toner replacement in the unit of Equipment. As part of the

FSM, the Contractor will be responsible for the replacement of all other consumables listed in Section 3.7(a) through (i).

3.8 Training

- (a) Standard training provided within the cost of the FSM for the Equipment;
- (b) Additional training such as:
 - (i) after installation training through electronic media, Web based media, or on-site; and
 - (ii) customized training programs utilizing classroom training will be quoted separately.

The Contractor shall provide training to the City's Print Shop operators upon Equipment installations. Training shall encompass basic operation systems, system feature utilization, utilization of controller and production/network features, troubleshooting, and use of reference material and available support services.

Network Installation

The Contractor shall provide detailed instructions and requirements pertaining to network installation. Included in the instructions shall be a comprehensive evaluation of software and print driver requirements necessary for network compatibility and installation.

Configuration Installation

The Contractor shall setup and configure the equipment provided in accordance with the workflow and output requirements of the Print Shop. The Contractor shall program the controller as required by the City to maximize the job management and control features available. The Contractor shall make all necessary adjustments to the configuration settings as required over the Term.

3.9 Delivery and Installation

The Contractor will provide the initial installation of all equipment. The equipment and accessories, which are supplied, delivered, installed and provided under this Agreement (the "**Equipment**") form part of the Photocopier Services as set out in Schedule A.

The City requires the Contractor to complete the installation within two (2) days upon delivery and the copier should be in full operation.

- (a) installation is to be completed within the City's normal business hours of 08:30 to 16:30
- (b) the City reserves the right to charge the Contractor if the new copier cannot operate at its full capacity after the two (2) days of installation, and work has to be transferred to other means to be completed.

3.10 Installation, Removal and Relocation of Equipment

The Contractor shall, prior to installation, survey and review the proposed installation location to ensure that it meets the manufacturer's established installation criteria. The Contractor shall provide delivery, installation, relocation, and removal of equipment at no cost to the City. The Contractor will coordinate removal of equipment at the termination or expiration of the agreement within the City's time frame. At initial installation, if the new equipment is replacing existing equipment, the Contractor shall coordinate and cooperate with the City and the previous contractor for the removal of the current copier equipment.

3.11 Replacement/Deletions of Equipment/Accessories

Photocopier models, equipment or accessories introduced by the Contractor after the Agreement execution that are intended to replace a machine or accessory, which is part of the Agreement ("Replacement Equipment"), are subject to the same pricing terms set out in this Agreement. All other terms and conditions of this Agreement remain in effect and apply to such Replacement Equipment including the provision at no cost of all supplies, consumables and FSM. Delivery and installation of Replacement Equipment to also be at no cost to the City.

Equipment and Replacement Equipment are not to be added, moved or removed without the approval of the following departmental authority:

**Print Shop: Manager, Marketing & Communications
 Parks, Recreation and Culture
 Telephone: 604-598-5785
 Fax: 604-598-5781**

3.11.1 Installation and Environmental Requirements

The Contractor must advise the City of any specialized installation and environmental City site requirements for the delivery and installation of the Equipment. This information should include, but is not limited to the following:

- Air Conditioning
- Electrical Requirements
- Special Grounding
- Cabling Requirements
- Space Requirements
- Humidity and temperature limits; and
- Any other considerations critical to the installation.

3.12 Power Interruption

If the unit of Equipment fails to return to service correctly following a power interruption, the Contractor will restore it, including verifying its correct operation with the City.

If there are any consumable batteries in the unit of Equipment, the Contractor will replace them so as to ensure that the unit of Equipment does not lose configuration settings in case of a power outage.

3.13 City's Equipment Security Requirements

The Contractor shall work with the City, during the Term in respect of the unit of Equipment connected to the City's data network, to ensure that the unit of Equipment, including the embedded software, provisioned under this Contract complies with the City's Equipment security requirements. Any costs associated with any modifications or configurations to the Equipment following initial installation shall be quoted by the Contractor.

For the Equipment connected to the City's data network, during the Term the Contractor shall work with the City to ensure that the enabling solution installed in any unit of the Equipment provisioned under this Contract complies with the City's Equipment security requirements. Any costs associated with any modifications or configurations of the enabling software following initial installation shall be quoted by the Contractor.

The Contractor will provide to the City and keep updated during the Term a list of escalation levels and contacts within Contractor's organization that may be contacted by the City in order to escalate the resolution of an incident.

3.14 License to Embedded Software and Enabling Solution

The Contractor hereby grants to the City a non-exclusive, royalty-free limited license, for the Term, to use the embedded software including the enabling solution installed in any unit of Equipment provisioned under this Agreement for the sole purpose of enabling the Equipment to function in accordance with its specifications.

When the City is no longer in the possession of the unit of Equipment, the City's license under as provided under this Section in respect of the unit of Equipment will automatically terminate.

The Contractor grants to the City a non-exclusive, royalty-free, limited license, for the Term, to use, reproduce, modify and distribute any of the Equipment documentation provided to the City solely for the internal business operations of the City.

The City acknowledges that the copyright in the embedded software, including the enabling solution, the Equipment documentation and any modification to the Equipment documentation is not owned by the City.

3.15 Material, Records and Reports

The Contractor must, upon the City's request, fully inform the City of all work done under this Agreement and to be done by the Contractor or a subcontractor in connection with the provision of the products, Photocopier Services and the enabling solution warranty

referred to in Section 3.14 under this Agreement and, if so requested, submit such information in writing to the City.

The City requests the Contractor to have all copier performance data and service information recorded and kept available at all times, in an electronic file format (e.g. Microsoft Excel). The City will use this information to assist data analysis and to improve its Print Services operations. Examples of criteria of interest to the City are as follows but not limited to:

- (a) Impression cost per month;
- (b) Meter counts;
- (c) Service dates;
- (d) Frequency of service calls;
- (e) Service call response time;
- (f) Maintenance records
- (g) Service description types; and
- (h) Copier performance (e.g. operation up and down times).

4. Security and Confidentiality

Each party acknowledges that the unit of Equipment and its component parts may store confidential information of the City and as such, the security, availability, integrity and confidentiality of the information is paramount to the City. Notwithstanding anything to the contrary set out herein or otherwise, the City shall be solely responsible for the treatment of any information stored on any unit of Equipment, including on the hard drive thereof. Any deletion of such information undertaken by the Contractor shall be at Contractor's standard rates and must be ordered separately by the City.

The Contractor must treat as confidential all information accessed or obtained by the Contractor or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without the City's prior written consent except:

- (a) as required to perform Contractor's obligations under this Agreement or to comply with applicable law;
- (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement; or
- (c) if it is information that is ordered to be disclosed by a court or tribunal of competent jurisdiction.

The Contractor will comply with such directions as the City may make, acting reasonably, with respect to ensuring confidentiality, which directions may include, without limitation, the following:

- (a) restrictions upon personnel to be permitted access to the City confidential information;
- (b) restrictions upon time and place of access and methods of reproduction, if any;

- (c) restrictions upon uses to which the City confidential information may be put by the Contractor; and
- (d) imposition of other procedures to ensure secrecy, both prior to and subsequent to termination of this Agreement.

Neither party will make any public announcement relating to this Agreement without the prior written approval of the other party or as required by law.

If the Contractor receives a request for access to any of the City confidential information from a person other than the City, the Contractor will not provide that access and will advise the person to make the request directly to the City.

5. TERM

5.1 The initial Term of the Agreement would be for a period of three and half years (3.5) years from the anticipated start date of September 2021.

5.2 The City may at any time prior to sixty (60) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed two (2) additional one (1) year terms. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

5.3 END OF CONTRACT REQUIREMENTS

At the end of the Term, the Contractor is required to clean or scrub the hard drive and pick-up and remove the Equipment furnished at no cost to the City. If, at the end of the Term, the City requires extension of the Agreement to coordinate the delivery and installation of new equipment, the City will extend the Agreement on a month-to-month basis. The Equipment pricing of the original Equipment will remain in effect during the month-to-month period.

6. TIME

6.1 Time is of the essence.

7. FEES

7.1 The City will pay the Fees to the Contractor in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

7.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

- 7.3 The Contractor shall charge a monthly cost per copy fee for the period starting on the first day of the month to the last day of the month. The Contractor should neither estimate nor calculate the monthly copy fee based on an average number of copies made in previous months regardless of the operating status of the copier:
- (a) If the copier is deemed to be not in operating status, the Contractor shall not charge the City for any minimum fee; or cost per copy on any alternate solution;
 - (b) All maintenance charges are to be included in the cost per copy; and
 - (c) All supplies and consumables as set out in Section 3.7 of this Agreement are to be included in the cost per copy.

8. PAYMENT

- 8.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number **< insert purchase order or contract reference number >**, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.
- 8.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 8.3 The City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City, if applicable.
- 8.4 The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.
- 8.5 In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.
- 8.6 To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

SUBMITTING YOUR ELECTRONIC INVOICE

Please send electronic invoices to the City of Surrey by email to surreyinvoices@surrey.ca
In order to process your payment, the following submission guidelines **must** be met:

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number>.
- Email(s) must not exceed 2MB.

Please Note: failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

SUBMITTING YOUR INVOICE BY HARD COPY

Mail hard copy invoices to:

Surrey City Hall – Accounts Payable
13450 – 104 Avenue
Surrey, B.C., Canada, V3T 1V8

- Submit only invoices to this address.
- Submit any supporting documents to your City of Surrey business contact.
- Don't send duplicate hard copy or soft-copy invoices in any manner. Should a need arise to submit an invoice copy, ensure it is clearly labeled COPY.
- Incomplete invoices will be returned.

8.7 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

8.8 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
(a) 15% of each payment due to the Contractor; or
(b) the amount required under applicable tax legislation.

9. USE OF WORK PRODUCT

9.1 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 Services 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.

10. PERSONNEL AND SUBCONTRACTORS

10.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.

- 10.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 10.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 10.4 Except as provided for in Section 10.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 10.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

10.6 City Contract Administrator

The City will appoint a single point of contact that will be the contract administrator for the Agreement and will provide Agreement oversight. The contract administrator will be the principal contact for the Contractor for business activities under this Agreement. The City will notify the Contractor in writing, when there is a new contract administrator assigned to this Agreement.

11. LIMITED AUTHORITY

- 11.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 11.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 10.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

12. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 12.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.
- 12.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
- 12.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

13. WARRANTIES

- 13.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.
- 13.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

14. INSURANCE AND DAMAGES

- 14.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 14.2 The indemnities described in Sections 13.2, 14.1 and 20.3 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 14.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
 - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
 - (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 14.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

- 14.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
- 14.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 14.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

15. CITY RESPONSIBILITIES

- 15.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 15.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 15.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

16. DEFICIENCIES

- 16.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
- 16.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

17. DEFAULT AND TERMINATION

- 17.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.
- 17.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 17.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.
- 17.4 The City may terminate this Agreement for cause as follows:
- (a) 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, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
 - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 17.5 If the City terminates this Agreement as provided by Section 17.4 then the City may:
- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
 - (d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
 - (e) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the

- completion of the Goods and Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

18. CURING DEFAULTS

- 18.1 If the Contractor is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

19. DISPUTE RESOLUTION

- 19.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("Dispute") using the dispute resolution procedures set out in this section.
- 19.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 19.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 19.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

20. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 20.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, 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 Agreement. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the work done or service performed in fulfilling this Agreement have been paid in full.

- 20.2 The Contractor shall 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 obligations to pay monies under this Agreement.
- 20.3 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees and agents, from all manner of claims, demands, costs, losses, penalties and proceedings (including all actual legal costs) 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 Agreement 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.
- 20.4 The Contractor agrees that it is the "prime contractor" for the work as defined in the *Workers' Compensation Act*, R.S.B.C. 1996, c. 492 as amended and will ensure compliance with the *Workers' Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Contractor will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to the Workers' Compensation Board, shall provide first aid services, and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during the performance of this Agreement, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Agreement. The prime contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall 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. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 20.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation any regulations requiring installation or adoption of safety devices or appliances.
- 20.6 The Contractor shall fulfill all its duties, obligations, and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers' Compensation Board and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the City facilities.
- 20.7 The Contractor understands and undertakes to comply with all the WCB Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods, materials, products and any future MSDS updates will be forwarded.

21. BUSINESS LICENSE

- 21.1 The Contractor will obtain and maintain throughout the term of this Agreement a valid City of Surrey business license.

22. GENERAL PROVISIONS FOR GOODS

- 22.1 Documentation for shipments of Goods from outside Canada shall be provided by a Contractor by airmail and shall include all documents as required by law or customary practice. All packages shall be marked as follows:

“Upon arrival, please contact customs broker:
Livingston International Inc.
Telephone: +1-604-685-3555
Fax: +1-604-605-8231
Email: cst19@livingstonintl.com”

- 22.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.
- 22.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

23. COMPLIANCE

- 23.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 23.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

24. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 24.1 Nothing in this Agreement 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.
- 24.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30

days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

25. WAIVER

25.1 Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the City's right at any time to avail itself of any remedies as the City may have for any breach of the terms and conditions.

26. APPLICABLE LAW

26.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.

27. NOTICES

27.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile, on transmission; or
- (c) by mail, five calendar days after posting.

27.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

28. MERGER AND SURVIVAL

28.1 The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and performance of the Services and payment of the Fees.

29. ENTIRE AGREEMENT

29.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

29.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

30. SIGNATURE

30.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.

30.2 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

31. BRAND NAMES

31.1 Unless otherwise stated, if, and wherever, the specifications state a brand name, a make, the name of manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out the use of other equivalent materials or equipment. If, however, Goods other than that specified are proposed in a Quotation, the Contractor is to include the name of such Goods, its manufacturer, any trade name and any applicable vendor catalogue number, and the City may request that the Contractor provide specific evidence of equivalency. Evidence of quality in the form of samples may be requested.

- END OF PAGE -

32. ENUREMENT

32.1 This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<📄 NAME OF CONTRACTOR>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1.0 PURPOSE

The City invites Quotations from experienced and qualified Contractors for the provision of a high speed, high volume photocopying and digital printing solution on a Cost-per-Copy pricing basis.

The City intends to replace existing digital printing equipment located at the City's Print Shop. The equipment will be new equipment only. No used, reconditioned, or remanufactured equipment is acceptable.

The City has no desire to either, own, rent, or lease any copy equipment. No minimum monthly fee(s) will be paid to the Contractor for any copier supplied.

2.0 CURRENT SITUATION

Speed and quality are of the utmost importance for replacing the current copiers.

(a) Ricoh Pro MP-1170EX

The City's LAN is a Windows environment using a variety of PC's and Notebook computers.

Copier volumes for the past year have ranged between 150,000-200,000 copies per month. Past copier volume is not a guaranteed of future volume. The City does not guarantee any specific monthly or annual print volumes/copies for the length of the term(s).

3.0 SCOPE OF SERVICES

The following describe the general requirements of the City's Print Shop section that the Contractor will be expected to have the capacity to provide.

The Contractor will provide the photocopier services and Equipment as, if and when requested by the City. The Contractor is to supply, install, deliver and provide new and fully operational Equipment and accessories, including operator training, full service maintenance ("FSM"), consumables and supplies by April 2018.

The Services will include but not be limited to:

- a) supply, deliver, install, and successfully start-up a suitable arrangement of digital photocopying/printing and scanning of documents;
- b) introduce operational efficiencies through the use of digitally connected copier solutions;
- c) recognize and maintain existing office equipment/configurations for specific operational needs/reasons;
- d) provide high levels of maintenance and technical support services to minimize down time;
- e) supply and delivery of all consumables (excluding paper); and
- f) remove at termination of term of all consumables and equipment in a manner and time period acceptable to the City.

4.0 GENERAL REQUIREMENTS

4.1 EQUIPMENT

The Contractor will provide one (1) new digital; high speed/volume copier, or equivalent, inclusive of all related equipment and components for the City's Print Services section.

(a) Functionalities (Preferred):

- i. Network capability;
- ii. Compatible with Fiery Command Workstation ® software;
- iii. Uses upgradeable software drivers; must be serviced and maintained by the Contractor for the Term of the Agreement;
- iv. Accept paper sizes from 5" x 7" to 12" x 18";
- v. Produce approximately 150,000 to 200,000 impressions per month;
- vi. Copy and print resolution up to 1200 x 1200 dpi;
- vii. Scan resolution up to 1200 x 1200 dpi;
- viii. Capable of scanning requirements for various sizes – letter, legal, tabloid;
- ix. Copy, print and scan speeds sufficient for volumes and resolutions listed above and stated in this RFQ;
- x. Capable of producing impressions on labels, transparencies, coated paper and card stocks;
- xi. Capable of handling 20 lbs bond paper and up to 100 lbs cover weight in all processes: copying, printing, hole punching, duplexing, sorting, stapling, tabbing and other types of finishing;
- xii. Able to reduce and enlarge images from 25% to 400% (or equivalent capability);
- xiii. Provide duplex impressions;
- xiv. Capable of scanning documents and/or images that could be as large as 11" x 17"; and
- xv. Energy saving mode or an energy efficiency program.

(b) Finishing (Preferred):

- i. Booklet maker (trimmer) for saddle stitched pages
- ii. Post inserter
- iii. Folding unit (e.g. letter, 2-fold);
- iv. Finishing stapler;
- v. Coil unit and a hole punch (e.g. 2 and 3 hole punch); and
- vi. Multi-hole punch.

The Equipment will need to print publications in a variety of formats as described below.

Historical Production Data as follows provides historical production information (e.g., impressions, number of publications produced, etc.). This information is provided to assist Contractors to understand historical printing patterns, but is not a guarantee of future printing requirements or trends.

Most of the City's printing publications are finished 8.5" x 11". Binding options include upper left corner stitch, side stitch, saddlestitch, plastic coil, or thermal (adhesive) tape bound. Some publications may be left unbound, and three-hole drilled and wrapped to keep the pages together. Publication covers may be printed in full colour or black only on either white cover

stock or a coloured cover stock. Text is generally black and white and printed on 20lb. white bond, but there may be some colour pages in certain publications. Some publications require three-hole drilling, collating, wrapping, special paper stocks, or other customizations.

The following describes the major types of publications the Contractor's equipment should be able to produce, broken down according to binding type.

- **Upper Left Stitch Publication**

This type of publication is finished with a single basic staple/stitch in the upper left corner. This type of publication is 8.5"x11", usually printed black only, double sided on 20lb white bond, with no bleeds. Occasionally these may be printed on coloured bond. In rare instance they may be printed in colour on 24lb bond. Usually three-hole drilled. Page counts vary.

- **Side Stitch Publication**

This type of publication is finished with two stitches. These publications are 8.5"x11", usually printed black only, double sided on either 20lb white bond or 60lb white offset, with no bleeds, and finished with 2 side stitches on left hand side (11" edge). Sometimes this type of publication is printed on coloured 20lb bond. Sometimes it may be stitched on the 8.5" edge and/or include a black and white cover printed on cardstock. Often three-hole drilled. Page counts vary.

- **Saddle Stitched Publication**

This type of publication is saddle-stitched. These publications are flat size: 17"x11", finished size 8.5"x11". Often, they are printed black and white on 20lb white bond, with no bleeds, self-cover. They are folded and saddle-stitched to 8.5"x11" (bound on 11" edge). A few of this type of publication are 5.5"x8.5" finished size. Generally they are also three-hole drilled. Page counts for saddle-stitched publications range from 8 to 160. Some saddle-stitched publications have a separate cover printed on 80lb cover in full colour, which may or may not bleed. Rarely a portion of the text pages, or the entire saddle stitched publication, is printed in full colour. Rarely the covers are printed in full colour and may bleed.

- **Coil Bound Publication**

This type of publication is coil bound. These publications are 8.5"x11", often printed black only, double sided on 20lb white bond. Front and back covers are occasionally printed full colour on one side only on 80lb smooth white cover stock. Some text pages may also print on coloured card stock. Covers may or may not bleed. Coil bound publications may include digitally printed tabs or some text pages printed black on coloured card stock. They are coil bound with plastic coil (various colours) along 11" edge. Page counts for coil bound publications range from 24 to 250. Occasionally there may also be some text pages printed in full colour on 24lb bond.

- **Looseleaf Publication**

This type of publication is left unbound. These are 8.5"x11", generally printed black only on 20lb white bond with no bleeds. There are occasionally colour pages printed on 24lb bond. These publications may contain digitally printed tabs. Tabs may print on tab portion only or both tab and body. The tabs are inserted into the text, and the assembled text is three-hole drilled. Page counts vary.

- **14"x8.5" Landscape Publication**

This type of publication is 14"x8.5" (landscape) format. These publications are printed black only, on 20lb white bond. Front and back covers are printed in black only, one side, on either 65lb white card stock, or 65lb coloured (various) card stock. Occasionally some of the interior pages are also printed on either white or coloured card stock. These publications are bound with two side staples/stitches along the 8.5" edge.

(c) Features (Preferred):

- i. Has a supplier storage cabinet;
- ii. Includes an automatic document handler;
- iii. Includes a networkable external Raster Image Processor (RIP);
- iv. Equipped with an external print controller;
- v. Has 5 paper storage compartments (ie. trays or drawers) that can store a minimum of 5000 sheets of paper or card stock; and of which,
 - 2500 sheets are 8.5" x 11"

(d) Supplier and Consumables:

Refer to Section 2.3 of the Agreement.

4.2 BUSINESS REQUIREMENTS

Technical Service availability from Proponent – Monday through Friday 08:30 to 16:30.

Due to floor space limitations, footprint is a concern – smaller would be better – but not if quality and speed have to be sacrificed.

The Print Shop would like to reduce their scanning time. Scanning speeds should be equal to print speeds. Currently documents of 100 pages or more are scanned with a mixture of page setups – single, duplexed, some with stickers or labels, etcetera. Time is spent interpreting what has and hasn't been scanned; at times staff are interrupted part way through a scan.

5.0 PRINTING REQUIREMENTS

Print/Copy Job Creation/Sending: Currently, most documents are created on computers and printed on desktop printers. Depending on volume, the City departments also make use of the City's Print Shop Environment:

- Walk to the copy center, fill out a form, and wait for the job to be done
- Send the documents to the Print Shop via email and receive the return job via internal mail delivery services

Some of these technologies include:

- Copy Center Print Driver
- Web Submission Print Driver
- Capability for departmental billing
- Automatic PDF conversion of document.

Print Job Receiving:

The City will continue to have the need to receive all types of jobs including:

- Paper originals
- Electronic originals via e-mail; web submission; over the network
- Floppy disks / CDs

Print Job Preparation:

- Pre-Press
- Document “clean up”, depending on the condition of the original
- Software solution that:
 1. De-skews
 2. De-speckles
 3. Provides for sheet insertion
 4. Provides page mark-ups
 5. Works with Adobe PDF files and is “open architecture”.

The Contractor may use third party software, but must provide direct support.

Machine Specifications – Black and White

Minimum machine specifications:

- Copy, Print, and Scan capability
- Minimum duty cycle of 750,000 copies per month or more
- Proposal must clearly state and be able to support Business Unit requirements for minimum pages per minute
- Proposal must clearly state minimum paper supply for sheets

Minimum of four paper supplies:

- Paper weights from 16 lb. bond up to 100 lb. index
- Proposal to clearly state and be able to support Business Unit requirements for programming on the control panel
- Ability to handle mixed sized originals
- Print onto tabs, covers, insert pages
- Proposal to clearly state minimum sheets per set for stapling
- Post Process Insertion tray for pre-printed covers
- Scan to Internal Hard Disk Drive / File / Email capability

Negotiable Finishing Options:

- On-board three-hole punch
- On-board finisher with saddle fold / saddle stitch capability
- On-board bindery

Additional Requirements:

- Ability to upgrade within the term of the Agreement if needs change.
- Complete training for both hardware and software solutions. Additional training for new employees must also be provided as needed.
- If the Contractor provides third party solutions, the Contractor is responsible for all support.
- The Contractor must also possess a documented service and maintenance record showing its ability to resolve problems within the time limits mentioned above.

- The Proponent to have sufficient management and qualified, dedicated technical staff to service the copiers under the proposed Agreement. The Proponent will have a crew of qualified and trained service personnel in sufficient numbers to service and support the requirements under the Agreement within the specified response time. Failure to maintain adequate personnel to meet the required response time may result in termination for default.

Production Quality

The Contractor will be required to ensure the quality of the publications. Quality' includes, but is not limited to:

- a) The finished publications being produced according to the City's provided print specifications;
- b) The printed output accurately representing the PDF print files supplied;
- c) The publications being delivered without damage. ' Damage' includes, but is not limited to, creases, tears, water damage, and curling;
- d) Text and vector graphics are sharp;
- e) Consistent print quality over multiple print runs of the same publication;
- f) Undesired marks, such as smudges, specs or other such marks occur at a rate average or lower than industry averages; and
- g) Bindings are securely affixed and does not fall off with normal use.

ORDER MANAGEMENT SYSTEM OVERVIEW

The Contractor will develop and maintain, at its own expense and as part of the delivery of the Services, an order management system capable of processing the City's printing orders electronically. The order management system will receive orders from various end users and transmit back confirmation of order received. Orders may be placed for single publications, multiple copies of a single publication, or for sets (in various order quantities) of publications. Sets may be composed of between 2 to 100 different publications.

The order management system will also transmit detailed invoices electronically to the City's end users.

The publications will be provided as print PDF files and they and the print specifications for each publication will be stored on the City's secure server for the City to retrieve when an order is placed.



SCHEDULE B - QUOTATION

RFQ Title: Provision of a Digital High Speed/Volume Colour Digital Copier with an All-Inclusive Maintenance Agreement (Cost-per-Copy Plan)

RFQ No: 1220-040-2018-018

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance Department – Purchasing Section
Reception Counter – 5th Floor West
13450 - 104 Avenue, Surrey, B.C., Canada, V3T 1V8

E-mail for PDF Files: purchasing@surrey.ca

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.

3. I/We have reviewed the RFQ Attachment 1 – Draft Agreement. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section

Requested Departure(s) / Alternative(s)

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services**:

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number _____;
- (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
- (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Requested Departure(s) / Alternative(s)

5. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

SECTION B-1

Changes and Additions to Specifications:

6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:

7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services, to Attachment 1. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requested Departure(s) / Alternative(s) / Addition(s)

SECTION B-2

Fees and Payments

8. The Contractor offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

Using the format provided below, please select “yes” beside the functionality that the copier provides and select “no” beside the functionality that the copier does not provide. Please detail in “comments” if the functionality is better than what is preferred by the City.

(a) Functionalities	Yes (Circle)	No (Circle)	Comments
i. Network Capability	Y	N	
ii. Compatible with Fiery Command Workstation software	Y	N	
iii. Uses upgradeable software drivers; must be serviced and maintained by the Contractor for a minimum of five (5) years	Y	N	
iv. Accept paper sizes from 5" x 7" to 12" x 18"	Y	N	

v. Produce approximately 150,000 to 200,000 impressions per month	Y	N	
vi. Copy and print resolution up to 1200 x 1200 dpi	Y	N	
vii. Scan resolution up to 1200 x 1200 dpi	Y	N	
viii. Capable of scanning requirements for various sizes – letter, legal, tabloid	Y	N	
ix. Copy, print and scan speeds sufficient for volumes and resolutions listed above and stated in this RFQ	Y	N	
x. Capable of producing impressions on labels, transparencies, coated paper and card stocks	Y	N	
xi. Capable of handling 20 lbs bond paper and up to 100 lbs cover weight in all processes: copying, printing; hole punching; duplexing, sorting, stapling, tabbing and other types of finishing	Y	N	
xii. Able to reduce and enlarge images from 25% to 400% (or equivalent capability)	Y	N	
xiii. Provides duplex impressions	Y	N	
xiv. Capable of scanning documents and/or images that could be as large as 11" x 17"	Y	N	
xv. Energy saving mode or an energy efficiency program	Y	N	

(b) Finishing	Yes (Circle)	No (Circle)	Comments
i. Booklet maker (trimmer) for saddle stitched pages	Y	N	
ii. Post inserter	Y	N	
iii. Folding unit (e.g. letter, 2-fold)	Y	N	
iv. Finishing stapler	Y	N	
v. Coil unit and a hole punch (e.g. 2 and 3 hole punch)	Y	N	
vi. Multi-hole punch	Y	N	

State any specialized installation and environmental site requirements for:

- Air Conditioning _____
 - Electrical Requirements _____
 - Special Grounding _____
 - Cabling Requirements _____
 - Space Requirements _____
 - Humidity and temperature limits _____
 - Any other considerations critical to the installation
- _____
- _____
- _____

SECTION B-3

Time Schedule:

9. Contractors should provide an estimated schedule, with major item descriptions and times indicating a commitment to provide the Goods and perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

MILESTONE DATES _____

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

SAMPLE

SECTION B-4

Key Personnel & Sub-Contractors:

10. Contractor should provide information on the background and experience of all key personnel proposed to provide the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____
Experience: _____
Dates: _____
Project Name: _____
Responsibility: _____

11. Contractor should provide the following information on the background and experience of all sub-contractors and material suppliers proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

<i>Description Of Goods & Services</i>	<i>Sub-Contractors & Material Suppliers Names</i>	<i>Years Of Working With Contractor</i>	<i>Telephone Number And Email</i>

SECTION B-5

Experience and References:

12. Contractor's relevant experience and qualifications in delivering Goods and Services similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):

13. Contractor's relevant references (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion.

14. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Agreement, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 201__.

CONTRACTOR

I/We have the authority to bind the Contractor

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Quotation is accepted by the City this _____ day of _____, 201__.

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Purchasing Representative)

(Print Name and Position of Authorized Signatory)

(Print Name of Purchasing Representative)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

Updated: January 28, 2015

03 purchase management/1220 solicitations with purchasing contracts/02 solicitation templates
Last modified: April 28, 2014
RDO