



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1162-2018

**FOR A COLOUR, PRODUCTION CLASS, DIGITAL PRINT ENGINE WITH BOOKLET-
MAKER**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FOR A COLOUR, PRODUCTION CLASS, DIGITAL PRINT ENGINE WITH BOOKLET-MAKER

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 1, 2019.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. PURPOSE

B3.1 The purpose of this Request for Proposal is to invite Proposals from qualified Proponents for the supply, installation, and ongoing maintenance of a Colour, High-Volume, Production Class, and Digital Print Engine with Finisher/Bookletmaker.

B3.2 It is the intention of the City of Winnipeg to replace an existing Print Engine with new technology that will:

- (a) Provide a single, durable and reliable, High-Volume, Production Class Colour Print Engine that would be able to handle ALL of the Print Centre's existing colour digital print volumes on a single device should any/all of the remaining, print technologies fail;
- (b) Increase the overall print volume capacity of the Internal Print Centre;
- (c) Maintain (at a minimum) the quality level of output of the existing Colour Print Engines; and
- (d) Reduce the overall cost of colour copy services.

B4. SITE INVESTIGATION

B4.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Print Centre (Lower Level, Council Building, 510 Main Street) from 10:00 AM to 11:00 AM on February 7, 2019 to provide Proponents access to the Site.

B4.2 The Proponent is advised that they are responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Proposal or the performance of the Work.

B4.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B5. ENQUIRIES

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.
- B5.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B5.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B5.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B5.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

- B6.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B6.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

- B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B7.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B7.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B7.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7.6 Notwithstanding B5, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B8. SUBSTITUTES

B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B8.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B8.4 The Proponent shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

B8.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B8.7 If the Contract Administrator approves a substitute as an "approved equal", any Proponent may use the approved equal in place of the specified item.

B8.8 If the Contract Administrator approves a substitute as an "approved alternative", any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B27.

B8.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B9. PROPOSAL SUBMISSION

B9.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal; and
- (b) Form B: Prices.

B9.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B12;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B13;
- (c) Project Schedule (Section E) in accordance with B14;
- (d) Output Samples/Quality (Section F) in accordance with B15;
- (e) Hardware and Software Comprehensive Maintenance Program (Section G) in accordance with B16;
- (f) Training (Section H) in accordance with B17; and
- (g) Desirable Features (Section I) in accordance with B18.

B9.3 Further to B9.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B9.4 Further to B9.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B9.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and three (3) copies (copies can be in any size format) for sections identified in B9.1 and B9.2.

B9.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

B9.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B27.1(a).

B9.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B9.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B9.10 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B10. PROPOSAL

B10.1 The Proponent shall complete Form A: Proposal, making all required entries.

B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B10.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B10.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.
- B11. PRICES**
- B11.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- (a) initial purchase of equipment;
 - (i) hardware;
 - (ii) software;
 - (iii) installation;
 - (iv) Initial set-up and configuration; and
 - (v) training
 - (b) ongoing maintenance (comprehensive maintenance program)
- B11.2 The Proponent should provide a price, in Canadian funds, for:
- (a) the existing Xerox 770 This item will be available for viewing during the site inspection. The City reserves the right to accept or reject this offer.
- B11.3 The cost per impression (Click Charge) based on monthly volumes (billed monthly) would be considered as payment for a Comprehensive Maintenance Program covering all components in the recommended solution including, but not limited to: parts, labour, travel, consumables (except paper and staples), ongoing software "version" updates, firmware updates, ongoing licensing costs, etc.

- B11.1 Proponents shall indicate:
- (a) how their pricing applies to mix-plex printing (i.e. where documents have a combination of single sided printing and double sided pages within the same document) and should state whether click charges apply to the blank pages or not; and
 - (b) if copy credits are issued for copies spoiled due to equipment malfunction and how copy credits are calculated and applied (i.e. since the maintenance charge or “click charge” is a small percentage of the overall cost of spoilage, does the copy credit include paper, labour, etc.)
- B11.2 Proponents shall identify and provide separate fixed costs for any/all consumables that are not covered under the Comprehensive Maintenance Program (Click Charges) such as staples.
- B11.2.1 The City will not be responsible for any costs for any maintenance items, consumables, supplies or services that are not identified in the Proponent’s proposal as “additional cost” items not covered under the Comprehensive Maintenance Program B11.2.
- B11.3 The Proponent may recommend optional items or features to add value and assist the Print Centre meeting its current and future needs but have not been specifically requested in this Request for Proposal. These optional items or features may include hardware and/or software (i.e. post process inserter, folder, puncher, etc.).
- B11.3.1 The Proponents may provide a separate list marked as “OPTIONAL EQUIPMENT PRICES” that describes each optional item in detail along with a separate price for each. The City may, at its sole discretion, purchase any options that may be advantageous to the City during the term of the Contract.
- B11.3.2 Optional Equipment that may be available and advantageous to the City of Winnipeg should be included as described in B11.3.1.
- (a) Optional Equipment Prices are for information purposes only and will not be evaluated.
- B11.3.3 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B11.3.4 Notwithstanding C10.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B11.4 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B11.5 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B11.6 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B12. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

- B12.1 Proposals should include:

- (a) an in depth description of their experience in supply, installation, integration and long term maintenance of high-speed production equipment similar in scope both locally and nationally. The explanation should include, but not be limited, to the following:
 - (i) devices the Proponent has installed, integrated and supports that are similar in scope in the local market;
 - (ii) description of the project;
 - (iii) project owner;
 - (iv) reference information (two current names with telephone numbers per project).
- (b) Number of local qualified service technicians (trained on the specific devices)
- (c) Local “professional services” resources available
- (d) Availability of replacement parts specific to the recommended devices (i.e. local, national, and international).

B12.1.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B12.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B13. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B13.1 Proposals should include:

- (a) A list of each of the personnel specifically assigned to this project
- (b) A profile of each person assigned to the project including their experience and qualifications on projects of similar complexity, scope and value, along with a description of their specific role and responsibilities.

B13.1.1 Include an organizational chart for the Project.

B13.2 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B12, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (at least one current name with telephone number per project).

B14. PROJECT SCHEDULE (SECTION E)

B14.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B14.2 The Proponent’s schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes

B15. OUTPUT SAMPLES/QUALITY (SECTION F)

B15.1 Proponents should provide four (4) complete sets of output quality samples from equipment identical to that proposed.

- B15.1.1 Appendix A contains the digital file for Proponents to use in producing Output Quality Samples for their Bid Submission.
- (a) Sample Set "A"
 - (i) Proponents should print ten (10) copies of the supplied digital file on each of the three stock types listed in B15.1.1(b);
 - (ii) Each sample sheet should be labelled with the "Proponents Name," "Sample Set A" and "Stock Name."
 - (b) Paper Stocks to be used for Output Quality Samples (no substitutes will be accepted):
 - (i) Hammermill Laser Print– 24 lb. Bond – White – 11" x 17";
 - (ii) Domtar – Cougar Digital Cover – 65 lb. – White – 11" x 17";
 - (iii) International Paper – Carolina Coated Cover Digital – 10 pt. C2S – White – 11" x 17".

B16. HARDWARE AND SOFTWARE COMPREHENSIVE MAINTENANCE PROGRAM (SECTION G)

B16.1 Service Level Agreements

- (a) Proponents should provide an in depth description of their service level agreements specific to all components in the recommended solution. The explanation should include, but not be limited, to the following:
 - (i) Guaranteed response times from time of Service Call placed;
 - (ii) Guaranteed resolution times from time of Service Call placed;
 - (iii) Guaranteed up time; and
 - (iv) No lemon Clause.
- (b) A five year history of performance levels (as defined in D5) achieved as they relate to response times and resolution times regarding any existing production equipment currently maintained for the City of Winnipeg (if applicable).

B16.2 Comprehensive Maintenance Program

- (a) Proponents should provide an in depth description of their maintenance program for all components of the recommended solution. The explanation should include, but not be limited, to the following:
 - (i) The requested model is an all-inclusive maintenance program for all components of the recommended solution, for the term of the contract including, but not limited to:
 - (ii) A scheduled Preventative Maintenance Plan;
 - (iii) All replacement parts (guaranteed OEM);
 - (iv) All labour;
 - (v) All travel time;
 - (vi) All equipment consumables (with the exception of paper and staples);
 - (vii) All "version" software updates/upgrades and firmware updates; and
 - (viii) Diagnostic and Specialist Support Services for all components of the recommended solution.

B17. TRAINING (SECTION H)

B17.1 Proponents should provide an in depth description of the training provided for their recommended solution. The description should include, but not be limited to, degree of compliance with **E2** and the following:

- (a) The amount of training included (i.e. number of hours or days)
- (b) Training aids provided (i.e. books, manuals, webinar, on-line courses, etc.)
- (c) The amount of training time specifically related to colour management including:

- (i) Application colour management;
 - (ii) Printer colour management; and
 - (iii) Colour management theory.
- (d) On-going training as requested (i.e. for new staff, cost if applicable, etc.).

B18. DESIRABLE FEATURES (Section I)

Print Controller

- B18.1 Proponents should provide an in depth description of the Print Controller for their recommended equipment. The description should include, but not be limited to, degree of compliance with **E2** and the following:
- (a) A detailed technical description of each piece of hardware included in the recommendation;
 - (b) Identify Operating System;
 - (c) A detailed description of any/all software included;
 - (d) List all Data Streams / Page Description Languages supported;
 - (e) Detailed output resolution capabilities;
 - (f) Number of queues supported; and
 - (g) RIP capacities and limitations (quality output capabilities and any effect on maximum print speeds if applicable).

Print Engine

- B18.2 Proponents should provide an in depth description of the imaging technology of their proposed equipment. The description should include, but not be limited, to the following E2.2:
- (a) Imaging Technology (Laser or LED);
 - (b) Print Resolution Capabilities (a list of resolution output capabilities and effect on maximum print speeds if applicable); and
 - (c) Benefits of the recommended solution.
- B18.3 Proponents should provide detailed information confirming their registration capabilities including but not limited to:
- (a) Sheet to sheet registration;
 - (b) Front to back registration; and
 - (c) Register process.
- B18.4 Proponents should provide detailed information confirming their paper feeding technology and paper path configuration including but not limited to;
- (a) Proponents should provide an in depth description of the paper feeding technology and the paper path configuration of their recommended equipment and the benefits they provide.

Paper Stocks

- B18.5 Proponents should clearly state any restrictions (i.e. size, weight, speed, etc.) in processing any/all of these paper stocks. The description should include, but not be limited, to the following E2.3:
- (a) Uncoated - Bond, Offset;
 - (b) Uncoated Cover weight stocks - Bristol, Cover, Index;
 - (c) Gloss Coated - text weights;
 - (d) Gloss Coated - cover weights;
 - (e) Matte Coated - text weights;

- (f) Matte Coated – cover weights;
- (g) Carbonless;
- (h) Non Laminated Tab stock – printed body and tab;
- (i) Laminated Tab and Spine Tab stock – printed body and laminated tab;
- (j) Transparencies;
- (k) Pre-printed baserun stocks;
- (l) Self-adhesive/ Gummed stocks;
- (m) Perforated stocks;
- (n) Textured/embossed stocks; and
- (o) Specialty stocks (i.e. - Pre Die-cut, pop-out, fold-up promo items, etc.).

B18.5.1 Proponents should clearly describe any/all paper stock restrictions or limitations (i.e. size, weight, speed, etc.) in the processing at any point through the recommended device.

B18.5.2 In addition to the list mentioned in B18.5, Proponents should provide an in depth description of any additional paper stocks that the recommended equipment is capable of handling efficiently.

Print Speeds

B18.5.3 Proponents should provide an in depth description of the print speeds capable of their recommended equipment. The description should include, but not be limited to, degree of compliance with in E2.4 and the following:

- (a) A spreadsheet of maximum print speed for each of the following four paper sizes (being 8 ½" x 11", 8 ½" x 14", 11 x 17", plus the maximum sheet size available for throughput on the recommended equipment) for each of the following paper types: Note – the throughput direction should be marked for each category listed below as "long edge" or "short edge":
 - (i) Uncoated - Bond, Offset weight stocks;
 - (ii) Uncoated Cover weight stocks - Bristol, Cover, Index;
 - (iii) Gloss Coated - text weights;
 - (iv) Gloss Coated - cover weights;
 - (v) Matte Coated - text weights; and
 - (vi) Matte Coated – cover weights.
- (b) A spreadsheet of maximum print speed for each of two paper sizes (being 8 ½" x 11", 8 ½" x 14") for each of the following paper types: Note – the throughput direction should be marked for each category listed below as "long edge" or "short edge."
 - (i) Carbonless;
 - (ii) Transparencies;
 - (iii) Perforated stocks;
 - (iv) Self-adhesive/ Gummed stocks; and
 - (v) Specialty stocks (i.e. - Pre Die-cut, pop-out, fold-up promo items, etc.).

B18.5.4 Proponents should clearly describe any conditions/features/options that will slow the device down from full machine rated speed (i.e. certain stocks/weights in any of post print accessories such as staplers, stackers, punches, etc.).

Paper Weights

B18.6 Proponents should provide an in depth description of the minimum and maximum paper weights for each of the categories listed in B18.5 for their recommended equipment. The description should include, but not be limited to, the following:

- (a) Minimum and maximum paper weights for each of the paper drawers in the recommended solution; and
- (b) Minimum and maximum paper weights for any/all post print accessories of the recommended solution (i.e. stackers, hole punches, etc.).

Paper Drawers

- B18.7 Proponents should provide an in depth description of the capabilities and capacities of each of the Paper Drawers in their recommended solution. The description should include, but not be limited to, degree of compliance with **E2.5**:
- (a) The capacity of each of the paper drawers in the recommended solution based on 20# bond;
 - (b) The minimum and maximum sheet size in each of the paper drawers in the recommended solution; and
 - (c) The method of feeding paper from each drawer (i.e. Vacuum assist).

Hole Puncher

- B18.8 Proponents should provide an in depth description of hole punching capabilities of their recommended equipment. The description should include, but not be limited to, degree of compliance with **E2.6** and the following:
- (a) Acceptable Paper Stock Weights;
 - (b) Acceptable paper sizes;
 - (c) Rated speed of in-line punch (i.e. full machine rated speed or a detailed list of any/all exceptions); and
 - (d) Number of user interchangeable dies available and a detailed description of each.

Finisher / Stapler / Stacker

- B18.9 Proponents should provide an in depth description of the Finisher/Stapler/Stacker capabilities included in their proposed equipment. The description should include, but not be limited to E2.7 and the following:
- (a) Minimum and maximum number of 20 lb. bond pages that can be stitched;
 - (b) Number and placement/orientation of staple options;
 - (c) Fixed length staples or variable length staples;
 - (d) Ability to produce sub-set stapling;
 - (e) Number of trays and ability to unload while running;
 - (f) Top exit/tray;
 - (g) Straight and Offset Stacking; and
 - (h) Sheet sizes and capacities.

Booklet-Maker

- B18.10 Proponents should provide an in depth description of the Booklet-Maker capabilities included in their proposed equipment. The description should include, but not be limited to E2.8 and the following:
- (a) Total capacity of the booklet maker based on 20 lb. bond;
 - (b) Minimum and maximum acceptable paper sizes; and
 - (c) Minimum and Maximum acceptable paper weights

Performance

- B18.11 Proponents should provide an in depth description of the performance capabilities of their proposed equipment. The description should include, but not be limited to the following:
- (a) The manufacturer's stated guaranteed life expectancy of the proposed equipment (i.e. years, impressions);
 - (b) The manufacturer's stated minimum MCBC of the proposed equipment;
 - (c) The manufacturer's stated Average Monthly Recommended Volume (AMRV) of the proposed equipment; and
 - (d) The manufacturer's stated maximum monthly volumes the proposed equipment is capable of consistently handling based on a single shift;

Electrical Requirements

- B18.12 Proponents should provide an in depth description of the electrical requirements of all components of their recommended equipment.

Physical Space / Site Requirements

- B18.13 Proponents should provide an in depth description of the Site requirements of all components of their proposed equipment. The explanation should include, but not be limited, to the following:
- (a) Physical space required for the components in the recommended solution;
 - (b) Minimum "clear areas" around equipment that may be required for servicing;
 - (c) Any venting or ducting requirements/recommendations for any of the components; and
 - (d) Any controlled environment requirements (i.e. humidity requirements).

Colour Management

- B18.14 Proponents should provide an in depth description of the colour management services they offer but not limited to:
- (a) The ability to create custom colour output profiles for multiple production colour devices (2 devices);
 - (b) The method used in measuring colour differences and the way of validating the output from multiple devices; and
 - (c) The process used to ensure accurate colour consistency over time.

B19. DISCLOSURE

B19.1 Various Persons provided information or services with respect to this [Work](#). In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B19.2 The Persons are:

- (a) Xerox
- (b) Ricoh
- (c) Konica Minolta

B20. CONFLICT OF INTEREST AND GOOD FAITH

B20.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

- B20.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B20.3 In connection with its Proposal, each entity identified in B20.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B20.4 Without limiting B20.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B20.5 Without limiting B20.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B20.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B20.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B21. QUALIFICATION

B21.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B21.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B21.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F - .

B21.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B21.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B22. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B22.1 Proposals will not be opened publicly.

B22.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B22.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B22.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B22.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B23. IRREVOCABLE OFFER

B23.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B23.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the contract security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B24. WITHDRAWAL OF OFFERS

B24.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B24.1.1 Notwithstanding C21.6, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B24.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B24.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B24.1.3(b), declare the Proposal withdrawn.

B24.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B23.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B25. INTERVIEWS

B25.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B25.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios.

B26. NEGOTIATIONS

B26.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B26.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations

may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

- B26.3 If, in the course of negotiations pursuant to B26.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B27. EVALUATION OF PROPOSALS

B27.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B21: (pass/fail)
- (c) Total Bid Price; 40%
- (d) Experience of Proponent and Subcontractor; (Section C) 5%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 3%
- (f) Project Schedule; (Section E) 2%
- (g) Output Samples/Quality; (Section F) 15%
- (h) Hardware And Software Comprehensive Maintenance Program; (Section G) 15%;
- (i) Training; (Section H) 5%
- (j) Desirable Features (Section I) 15%;

B27.2 Further to B27.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B27.3 Further to B27.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.

B27.4 Further to B27.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B27.4.1 Further to B27.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B27.4.2 Optional Equipment Prices are for information purposes only and will not be evaluated.

B27.5 Further to B27.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B12.

B27.6 Further to B27.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B13.

B27.7 Further to B27.1(f), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project in accordance with B14.

B27.8 Further to B27.1(g) Output Samples/Quality shall be evaluated considering the information submitted in response to B15.

- B27.9 Further to B27.1(h) Hardware and Software Comprehensive Maintenance Program shall be evaluated considering the information submitted in response B16.
- B27.10 Further to B27.1(i), Training shall be evaluated considering the information submitted in response to B17.
- B27.11 Further to B27.1(j) , Desirable Features shall be evaluated considering the information submitted in response to B18.
- B27.12 Notwithstanding B27.1(a) to B27.1(j), where Proponents fail to provide a response to B9.2(a) to B9.2(g), the score of zero may be assigned to the incomplete part of the response.
- B27.13 This Contract will be awarded as a whole.
- B27.14 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B27.1(a) and B27.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B28. AWARD OF CONTRACT

- B28.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B28.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B28.2.1 Without limiting the generality of B28.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B28.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B28.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B28.4 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B28.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Combined Provision of Goods and Services (2017-02-17)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Combined Provision of Goods and Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. BACKGROUND

D2.1 The following is provided for information only:

- (a) Role - The main role of the Print Centre is to provide its clients with easily accessible, high speed, high quality print reproduction and bindery services for any or all of their time sensitive or confidential documents at an economical cost.
- (b) Clients - The Internal Print Centre provides printed materials for all Civic Departments, Special Operating Agencies and Elected Officials.
- (c) Volumes – The colour print volumes of the Internal Print Centre are approximately 1,000,000 impressions annually; and
- (d) The current workflow tools used in the Print Centre are; Digital Store Front (DSF – version 7.6.100.21232), Fiery Central (version 2.7.1.7), Command Workstation (version 5.8.0.39).

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of the supply, installation and ongoing maintenance of a colour, high volume, production, connected, digital printing solution for a period of five (5) years from award of contract , with the option of two (2) mutually agreed upon five (5) year extensions.

D3.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability o the Contractor as a result of such negotiations.

D3.1.2 Changes resulting from such negotiations shall become effective on the day of award of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.1.3 The funds available for this Contract are \$125,000.

D3.2 The major components of the Work are as follows:

- (a) The removal of the existing Xerox 770 from the Internal Print Centre and safe delivery to:
 - (i) An alternate City of Winnipeg location, or local destination as prescribed by the Contract Administrator;
 - (ii) The Contactor must remove the physical hard drive from the existing Xerox 770 prior to removal and provide it to the Contract Administrator for disposal/destruction.
- (b) Order, installation and configuration of the recommended solution;
- (c) Training;
- (d) Testing and sign-off; and
- (e) Ongoing maintenance program.

D3.3 The Work shall be done on an "as required" basis during the term of the Contract.

D3.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D3.3.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D4. COOPERATIVE PURCHASE

D4.1 The Contractor is advised that this is a cooperative purchase.

D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations, and estimated quantities.

D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
- (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.

D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) “**Average Monthly Volume**” means the manufacturer’s estimate number of impressions that can be run on each and every month while maintaining an acceptable MCBC;
- (b) “**Click Charge**” means the ongoing maintenance and supplies cost associated with the print engine and all associated peripherals. The cost generally covers all: hardware, software and software version updates, firmware updates, licensing, professional services, and all consumables with the exception of paper and staples. The cost is generally charged as a cost per image or impression with one impression being the image placed on one side of one sheet of paper regardless of paper size.;
- (c) “**Continuous Run**” means the capability of a print engine to continuously feed paper by automatically switching between paper drawers to allow for the operator to reload paper without stopping the print engine.
- (d) “**High Volume Production**” means when referring to a Print Engine means a digital print engine that is built with the sole intention of being capable of producing very high volumes (at full machine rated speed) for mission critical work, reliably, day in and day out on a 24

hour basis. High volume production print engines would be capable of running 24 hours a day, seven days a week if required. High volume production equipment will have a much greater life expectancy than light production or mid production class print engines;

- (e) **“Lifetime of the Equipment”** is typically expressed by the manufacturer as the total number of impressions in the expected life of the device. It is sometimes expressed as a combination of number of years and total number of impressions (i.e. “X” years or “X” copies);
- (f) **“Maximum Monthly Volume”** means the manufacturers estimate of how many impression can be run in ONE month while still maintaining an acceptable MCBC;
- (g) **“MCBC - Mean (average) Copies Between (service) Calls”** means the manufacturers recommended number of impressions between regular maintenance service calls for a specific print engine. This is sometimes referred to as the “Service Interval”;
- (h) **“OEM - Original Equipment Manufacturer”** means a company licensed to manufacture parts to the exact specifications of the original manufactured parts;
- (i) **“On-line function”** means any function of the printing/binding process that is totally automated and that can be produced entirely by the Print Engine and its attachments without operator intervention;
- (j) **“Ordered stock recovery”** means the ability of the print engine to automatically maintain; the correct order of pre-collated stocks (such as NCR or Tab Sets), or the correct page order of a partial printed document after a paper jam;
- (k) **“Paper Catalogue”** means a specific set of names given to specific paper stocks to identify them when used in identifying specific paper input drawers of the Print Engine. These are important settings used for drawing the correct stock from the correct drawer and are also important for stock “roll-over” for continuous feeding. Typically paper catalogues are matched between the Pre-Press Software and the Print Engines.
- (l) **“Paper Deck”** means a component of the device that contains a paper tray and/or paper drawer, or a series of paper drawers, which may be a standard part of the marking engine, or may be an additional or optional paper deck for high-capacity drawers.
- (m) **“Paper Drawer”** means an individual, fully concealable paper input drawer that feeds paper into the marking engine. Open trays such as; bypass paper trays, or post-print inserting paper trays would not be considered as Paper Drawers.
- (n) **“Post-Print Inserter”** means a component of the device that includes a tray and/or drawer, or series of drawers for inserting paper into the paper path after the point of the marking engine;
- (o) **“Post-Print Paper Insertion Drawer”** means an individual, fully concealable paper input drawer that feeds paper into the paper path after the point of the marking engine.
- (p) **“Proponent”** means any Person or Persons submitting a Proposal for Goods;
- (q) **“Resolution Time”** means the time from when the user first places the service call to the vendor to the time the service technician resolves the reported issue.
- (r) **“Response Time”** means the time from when the user first places the service call to the vendor to the time the service technician arrives at the users location to work on the reported issue.
- (s) **“Subset Stapling”** means the ability to staple selected subsets within one document on-line, without separating the job;
- (t) **“User”** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (u) **“Work Flow-through”** means the ability to capture information one time, and automatically transfer that information through the entire print process (i.e. specific job instructions collected in a web submission tool can be automatically transferred into the Pre-Press software and further passed directly to the Print Engine.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Victoria Mouck
Supervisor – Internal Printing Services

Telephone No. 204 986-2507

Email Address. vmouck@winnipeg.ca

D6.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6.3 Proposal Submissions must be submitted to the address in B9.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

D8.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg,

Corporate Finance, Materials Management Division website at
<http://www.winnipeg.ca/matmgt/safety/default.stm>

CONTROL OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) the Safe Work Plan specified in D10;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. DELIVERY

- D12.1 Goods shall be delivered by f.o.b. destination, freight prepaid to:
Printing Services
Lower Level, Council Building
510 Main Street
Winnipeg, Manitoba R3B1B9
- D12.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D12.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D12.4 The Contractor shall off-load goods as directed at the delivery location.

D13. ORDERS

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D14. RECORDS

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D15. INVOICES

D15.1 Further to C10, the Contractor shall submit an invoice for each portion of Work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca

D15.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15.4 **Proposal Submissions must not be submitted to the above facsimile number. Proposals must be submitted in accordance with B9.**

D16. PAYMENT

D16.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D17. WARRANTY

D17.1 Notwithstanding C11, the warranty period shall begin on the date of completion of installation and integration, and shall remain in effect for the term of the contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The Proponent's proposed model for ongoing maintenance shall be a one cost, all in, per impression solution (one image on one side of any applicable size sheet).
- E1.3 All equipment must be new and cannot contain any remanufactured parts. Reconditioned, refurbished or remanufactured equipment will not be accepted.

E2. GOODS

E2.1 Print Controller

- (a) The Print Controller must be a Fiery Print Controller that has the ability to seamlessly integrate with the existing Fiery Central and must be able to take full advantage of all of the capabilities of the Fiery Central Workflow;
- (b) The Print Controller must have sufficient capacity to process extremely large files (regardless of page language) to enable the Print Engine to continuously run at full machine rated speed;
- (c) Due to the wide range printed products produced by the internal Print Centre, the Controller must be configured to produce the highest quality output possible from the Print Engine;
- (d) The Controller must support a variety of page description languages including; Post Script, PDF, JPEG, PCL, and TIFF;
- (e) The Print Controller must have the capability of Automatic Page Level Recovery sometimes referred to as "Ordered stock recovery"; and
- (f) The Print Controller must have the ability to overwrite/scrub all data from any/all print hard drives immediately after the job has completed printing to protect sensitive data from being accessible or accidentally printed (i.e. image overwrite security application).

E2.2 Print Engine

- (a) Print registration capabilities must be +/- .50mm from sheet to sheet and front to back or better.

E2.3 Paper Stock

- (a) Equipment shall be capable of efficiently processing all of the paper stock items listed below:
 - (i) Uncoated - Bond, Offset;
 - (ii) Uncoated Cover weight stocks - Bristol, Cover, Index;
 - (iii) Gloss Coated - text weights;
 - (iv) Gloss Coated - cover weights;
 - (v) Matte Coated - text weights;
 - (vi) Matte Coated - cover weights;
 - (vii) Self-adhesive/ Gummed stocks;
 - (viii) Perforated stocks;
 - (ix) Textured/embossed stocks; and
 - (x) Specialty stocks (i.e. - Pre Die-cut, pop-out, fold-up promo items, etc.).

E2.4 Print Speeds

- (a) Print engine speed shall be 100 pages per minute (ppm) based on an 8 ½" x 11" sheet of 20 lb. bond printed single sided.

E2.5 Paper Drawers

- (a) The equipment shall have a minimum of 4 dedicated pre-marking-engine Paper Drawers. This does not include any type of trays (i.e. top tray or by-pass tray, etc.);
- (b) The equipment shall have a minimum of 2 pre-marking-engine Paper Drawers capable of feeding paper sizes of 12.5" x 18.5" or larger;
- (c) The equipment shall not include any Paper Drawers that hold less than 500 sheets of 20 lb. bond and no more than two Paper Drawers that hold a less than 1,000 sheets of 20 lb. bond;
- (d) All Paper Drawers shall be able to be named in a Paper Catalogue within the Print Engine Controller and able to be synchronized with the Paper Catalogue in Fiery Central. Paper Drawers shall be able to be named to allow for "roll-over" for continuous feed from other same-named drawers; and
- (e) All additional paper decks must have vacuum feed capabilities in each of the paper drawers.

E2.6 Hole Puncher

- (a) The equipment shall include an in-line hole punch that that has the ability for machine operators to easily interchange a wide variety of specialty punches (dies) that suit various types of bindings; and
- (b) The solution shall include at a minimum, 3 operator interchangeable hole punch dies being; a 19 hole Cerlox die, a Spiral Coil Die (4 to 1 pitch - 44 hole), and a Standard 3-hole Die.
- (c) The equipment shall include that ability to double punch a 12 x 18 sheet of paper at machine rated speed and run continuously for a 12 hour shift.

E2.7 Finisher/Stapler/Stacker

- (a) The equipment shall include an in-line finisher/stapler/stacker.

E2.8 Booklet Maker

- (a) The equipment shall include a booklet maker capable of stitching at minimum 20 sheets of paper.
- (b) The equipment shall include the ability to do a face trim.

E2.9 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8.

E3. MAINTANENCE

- (a) The Proponent's proposed model for ongoing maintenance shall be a one cost, all in, per impression solution (one image on one side of any applicable size sheet up to 13" x 19")
- (b) Must have a scheduled Preventative Maintenance Plan that includes;
 - (i) labour;
 - (ii) travel time;
 - (iii) all consumables (with the exception of staples and paper);
 - (iv) version software upgrades/updates and firmware updates; and
 - (v) diagnostic and specialist support services for all components of the recommended solution.
- (c) All replacement parts must be guaranteed OEM

E4. TRAINING

E4.1 The following training shall be provided:

- (a) Key Operator Training shall be provided on-site for a minimum of four (4) staff. The key operator training shall ensure that the operators have the appropriate skill sets required to competently operate all of the necessary hardware and software. The Key operators shall be trained to a level where they can train others on the day-to-day operation of the equipment.
- (b) Training shall include an in depth colour management component.

E4.2 Administration Training shall be provided on-site for a minimum of two (2) staff. The training shall cover all of the administrative functionality including configuring relative areas of the solution. Administrators shall be trained to a level of being able to train others as needed.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.