



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 415-2019**

**FULLY MANAGED MULTI-FUNCTION PRINT FLEET SOLUTION**

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**FORM A: PROPOSAL**  
(See B9)

1. Contract Title FULLY MANAGED MULTI-FUNCTION PRINT FLEET SOLUTION

2. Proponent

\_\_\_\_\_  
Name of Proponent

\_\_\_\_\_  
Usual Business Name of Proponent as it appears on Invoice (if different from above)

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Email Address of Proponent

\_\_\_\_\_  
Facsimile Number

(Mailing address if different)

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
GST Registration Number (if applicable)

The Proponent is:

(Choose one)

a sole proprietor

a partnership

a corporation

carrying on business under the above name.

3. Contact Person

The Proponent hereby authorizes the following contact person to represent the Proponent for purposes of the Proposal.

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

4. Definitions

All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions and D5.

5. Offer The Proponent hereby offers to perform the Work in accordance with the Contract for the Price(s), in Canadian funds, set out on Form B: Prices, appended hereto.

6. Execution of Contract The Proponent agrees to execute and return the Contract no later than seven (7) Calendar Days after receipt of the Contract, in the manner specified in C4.1.

7. Commencement of the Work The Proponent agrees that no Work shall commence until he/she is in receipt of a notice of award from the Award Authority authorizing the commencement of the Work.

8. Contract By submitting a bid in response to this RFP, the Proponent certifies that it has read, understands, and agrees to the terms and conditions of this RFP and that the RFP, in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.

9. Addenda The Proponent certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:

No.	Dated
_____	_____
_____	_____
_____	_____

10. Time This offer shall be open for acceptance, binding and irrevocable for a period of one hundred and twenty (120) Calendar Days following the Submission Deadline.

11. Indigenous Self-Declaration The City is requesting that Proponents identify if their business is at least 51% owned by one or more Indigenous persons of Canada.

YES, 51% or more Indigenous ownership

NO, it is not

This information is being gathered for statistical purposes only and will not be used for purposes of evaluation.

12. Signatures

The Proponent or the Proponent's authorized official or officials have signed this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

Signature of Proponent or  
Proponent's Authorized Official or Officials

\_\_\_\_\_

(Print here name and official capacity of individual whose signature appears above)

\_\_\_\_\_

(Print here name and official capacity of individual whose signature appears above)

**FORM B: PRICES**  
(See B8)

**UNIT PRICES – Base Requirements**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. ANNUAL QUANTITY	UNIT PRICE	AMOUNT
1.	Cost Per Page - Colour	E2.2	per page	14,000,000 annually		
2.	Cost Per Page – Monochrome	E2.3	per page	4,000,000 annually		
3.	Public Printing Cost Per Page – Colour	E2.4	per page	75,000 annually		
4.	Public Printing Cost Per Page – Monochrome	E2.5	per page	225,000 annually		
5.	Framework discount for Device Options and Accessories (% off list): _____%					
TOTAL BID PRICE (GST and MRST extra) (in numbers) \$ _____						

\_\_\_\_\_  
Name of Proponent

**Device Options and Accessories**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
6.	Buyout cost in last year or at contract completion	E2.6	per device	678		
7.	Short-term device rental fee – <i>Device #1</i>	E2.7	per device per month	1		
8.						
9.						
10.						
11.						
12.						
13.						

**Note: Prices for Device Options and Accessories are for information only.**

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.2 FULLY-MANAGED MULTI-FUNCTION PRINT FLEET SOLUTION

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 24, 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. PROPONENTS' CONFERENCE**

- B3.1 The Contract Administrator will hold a Proponents' conference at the Materials Management Bid Opening Room, Main Floor 185 King, at 10:00 AM on Tuesday May 7, 2019.
- B3.2 The Proponent is advised that, at the Proponents' conference, a brief overview of the City requirements will be presented and Proponents are encouraged to bring questions regarding aspects of the RFP document.
- B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.
- B4.2 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.
- B4.3 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.
- B4.4 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.
- B4.5 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.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. CONFIDENTIALITY**

- B5.1 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.

B5.2 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.

## **B6. ADDENDA**

B6.1 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.

B6.2 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.

B6.3 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>

B6.4 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.

B6.5 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.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

## **B7. SUBSTITUTES**

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least ten (10) Business Days prior to the Submission Deadline.

B7.4 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.

B7.5 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.

B7.6 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.

B7.6.1 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.

B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

B7.8 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.

B7.9 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.

## **B8. PROPOSAL SUBMISSION**

B8.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal;
- (b) Form B: Prices;
  - (i) Link to Listing of Publicly Posted MSRP Prices for options and accessories.

B8.2 The Proposal should also consist of the following components:

- (a) Form N: Proposed Device Specifications and Non-Mandatory Requirements (Section C) in accordance with B11;
- (b) Experience of Proponent and Subcontractors (Section D) in accordance with B12;
- (c) Experience of Key Personnel Assigned to the Project (Section E) in accordance with B13;
- (d) Project Understanding and Methodology (Section F) in accordance with B14;
- (e) Project Schedule (Section G) in accordance with B15;
- (f) Technical Evaluation (Section H) in accordance with B16;
- (g) Value-Added Services (Section I) in accordance with B17; and
- (h) Print Count and Billing Accuracy (Section J) in accordance with B18.

B8.3 Further to B8.1 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.

B8.4 Further to B8.2, 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.

- B8.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and eight (8) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal shall contain a table of contents, page numbering and shall be in the Sections identified above.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B27.1(a).
- B8.8 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.
- B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.10 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B8.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B9. PROPOSAL**

- B9.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B9.2 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.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 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.

## **B10. PRICES**

B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C11.1.3, 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.

B10.2 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.

B10.3 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.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.5 Cost Per Page (Monochrome): Please indicate the cost per page for monochrome pages on either monochrome or colour devices.

B10.6 Cost Per Page (Colour): Please indicate the cost per page for colour pages on colour devices.

B10.7 Public Printing Cost Per Page (Monochrome): Please indicate the cost per page for monochrome pages on either monochrome or colour devices.

B10.8 Public Printing Cost Per Page (Colour): Please indicate the cost per page for colour pages on colour devices.

B10.9 Device Options: Please provide the following:

- (a) Buyout cost: The City may wish to purchase the asset at any time in the last year of the Contract or at Contract completion. Please indicate the cost to purchase each device.
- (b) Short-term device rental fee: The City may from time to time require short-term use of devices. Please indicate a flat monthly rental rate for each proposed device as per the example provided (Item No. 6).
- (c) A complete listing of all available accessories for each of the devices proposed in Form B: Prices (e.g. trays, finishers). Please add lines to the form as required.

B10.10 Framework discount for options and accessories (% off MSRP listing): Please provide an optional framework discount pricing model for accessories and options related to current and future devices.

## **B11. FORM N: PROPOSED DEVICE SPECIFICATIONS AND NON-MANDATORY REQUIREMENTS (SECTION C)**

B11.1 Proponent should complete Form N: Proposed Device Specifications and Non-Mandatory Requirements.

**B12. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION D)**

B12.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing services on up to three projects of similar complexity, scope and value.

B12.2 For each project listed in B12.1 the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) planning, design and implementation schedule (anticipated Project schedule and actual project delivery schedule, showing planning, design and implementation separately);
- (d) reference information (two current names with telephone numbers per project).

B12.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B12.3 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 E)**

B13.1 Describe your approach to overall team formation and coordination of team members.

B13.1.1 Include an organizational chart for the Project specifically, focusing on Key Personnel assigned to the Project.

B13.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience with similar Projects, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B13.1.1.

B13.3 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 B12.1, 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) Reference information (two current names with telephone numbers per project).

**B14. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)**

B14.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B14.2 Methodology should be presented in accordance with the Scope of Services identified in D3. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B14.3 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of Project-related issues;

- (c) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
- (d) any other issue that conveys your team's understanding of the Project requirements

B14.4 For each person identified in B13.1.1 list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

B14.5 Transition planning at the beginning and end of the Contract:

B14.5.1 The Proponent should provide a description of:

- (a) How the implementation will be handled, coordinating with the current incumbent Contractor as required without interrupting City services; and
- (b) How an exit strategy in the final year of the Contract will allow for coordinating with a future Contractor as required to transition the Fleet without interrupting City services.

## **B15. PROJECT SCHEDULE (SECTION G)**

B15.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (Key Personnel), percentage of time of each Key Personnel is allocated to the Project, durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B15.2 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.

## **B16. TECHNICAL EVALUATION (SECTION H)**

### **B16.1 Guiding Principles**

B16.1.1 The City has established a set of guiding principles (see Appendix A) for the placement, usage, and selection of devices. The Proponent should provide an in-depth description of how these principles will be implemented and upheld in collaboration with the City through the course of the Contract. The explanation should include, but not be limited to, the following:

- (a) Enforcement;
- (b) Auditing for adherence;
- (c) Assessments for new requests;
- (d) Exception handling; and
- (e) Revisions to guiding principles where warranted.

### **B16.2 Fleet Management**

B16.2.1 Proponent should provide an in-depth description regarding their methodology, tools / management software and processes utilized for the provisioning, tracking and reporting of Fleet equipment. The explanation should include, but not be limited to, the following:

- (a) The name and version of the Print Management Software included with their solution.
- (b) A complete inventory of the capabilities of the Print Management Software included with their solution (i.e. collection of data, visibility into data and metrics, access controls, configuration management, print governance management, etc.)
- (c) Asset management, including asset inventories, Move/Add/Change/Disposal activities, and maintaining/providing associated records;

- (d) Deployment and configuration management;
- (e) Remote and onsite support, preventative maintenance, and configuration management capability;
- (f) Examples of Move/Add/Change/Disposal process diagrams (e.g. swim lane, UML, flowchart);
- (g) Method for providing devices on a short-term basis, as from time to time the City may require additional technology for temporary events;
- (h) Auditing practices (e.g. annual wall-to-wall asset inventory);
- (i) How the Proponent ensures compatibility with current and future versions of computer operating systems (desktop or server), including device drivers, print agents and other installable applications; and
- (j) The ability to securely segregate all aspects of Fleet Management related to Winnipeg Police Service.

### **B16.3 Usage Reporting**

B16.3.1 Proponent should provide an in-depth description regarding their methodology, tools / management software and processes utilized for the reporting of print Fleet usage. The explanation should include, but not be limited to, the following:

- (a) Reporting on usage (e.g. by user, device, office location, Department);
- (b) Reporting on types of jobs (e.g. paper size, simplex/duplex, monochrome/colour, print/copy/fax/scan).
- (c) Frequency of reporting (e.g. monthly, bi-monthly, ad-hoc);
- (d) Examples of all reporting metrics;
- (e) The ability to securely segregate all aspects of Usage Reporting related to Winnipeg Police Service.

B16.3.2 Notwithstanding B16.3.1, the Proponent should provide additional details relating to Library Public Device requirements:

- (a) Reporting on Library Public Device usage and payment reconciliation (e.g. by payment method, customer usage, staff usage, staff by-pass usage, refund details, float adjustments).

### **B16.4 Remote Service Monitoring**

B16.4.1 Proponent should provide an in-depth description regarding their ability to actively monitor devices for events and generate actions, including but not limited to:

- (a) Paper jams;
- (b) Hardware failures;
- (c) Loss of communication to devices;
- (d) Preventative maintenance;
- (e) Consumable component alerts (including but not limited to toner, drum, imaging cartridge, etc.); and
- (f) The ability to securely segregate all aspects of Remote Service Monitoring related to Winnipeg Police Service, which includes the provision of an on-premise remote service monitoring solution accessible by the Winnipeg Police Service.

B16.4.2 Notwithstanding B16.4.1 the Proponent should provide additional details relating to Library Public Device requirements:

- (a) Loss of communication to Payment Station; and
- (b) Payment Station malfunctions.

## **B16.5 User Authentication**

**B16.5.1** Proponent should provide an in-depth description as to how their solution addresses user authentication during usage. The explanation should include, but not be limited to, the following:

- (a) The ability to authenticate users on walk-up usage for print, copy and scan (e.g. pincode, RFID reader, mobile device);
- (b) The ability to authenticate users by Active Directory account when printing from workstations;
- (c) The ability to restrict and log any attempts to circumvent authentication (e.g. disabling USB ports to prevent direct printing, rejecting unauthorized direct-IP print jobs);
- (d) Reporting on authentication (e.g. by user, device, office location, Department); and
- (e) The ability to securely segregate all aspects of User Authentication related to Winnipeg Police Service.

**B16.5.2** Notwithstanding B16.5.1, the Proponent should provide additional details relating to Library Public Device requirements:

- (a) The ability to authenticate library staff by Active Directory account when printing to Library Public Devices located in the Demilitarized Zone (DMZ);

## **B16.6 Training**

**B16.6.1** Proponent should provide in-depth details as to how their solution would address the City's training requirements. The explanation should include, but not be limited to, the following:

- (a) End-user operating training, at device deployment and upon request.
- (b) Technical support training for IT support staff;
- (c) A plan for how the Proponent will secure end-user buy-in regarding the proposed print optimization strategy (i.e. organizational change management);
- (d) Examples of visual training and reference aids (e.g. customizable posters, cheat-sheets and online resources);
- (e) Details as to how this training would be carried out, by whom, and a sample of what content would be covered in these training sessions; and
- (f) The ability to securely segregate all aspects of Training related to Winnipeg Police Service.

**B16.6.2** Notwithstanding B16.6.1, the Proponent should provide additional details relating to Library Public Device requirements:

- (a) Payment Station operation and troubleshooting;
- (b) Refund process;
- (c) Float maintenance;

## **B16.7 Service Management Reporting**

**B16.7.1** Proponent should provide a thorough description of their service management reporting capabilities. The explanation should include, but not be limited to, the following:

- (a) Ability to track and report on all Incidents and Requests (e.g. by individual device, by location, by Department, by end-user);
- (b) Ability to track Incident and Request type (e.g. hardware issue, software issue, network connectivity issue, user error);
- (c) Methodology of measurement against the specified Service Level Agreement for uptime;
- (d) Ability to track Incident and Request reporting source (client-initiated vs. automated reporting);

- (e) Ability to track adherence to SLAs;
- (f) Sample Service Level Agreement document;
- (g) Examples of all reporting metrics;
- (h) Frequency, format and methodology for report availability to the City; and
- (i) The ability to securely segregate all aspects of Service Management Reporting related to Winnipeg Police Service.

#### **B16.8 Consumable Supply Management**

- B16.8.1** Proponent should provide a through description of how their solution would address Consumable supply management. The explanation should include, but not be limited to, the following:
- (a) Ensure an adequate level of customer-replaceable Consumable supplies for each device is kept on-site, including replenishment practices (e.g. alert thresholds);
  - (b) Provide a well-defined process for end-users to return spent Consumables back to the Proponent to ensure they are disposed of;
  - (c) A description of the disposal process with a focus on environmental impact; and
  - (d) The ability to securely segregate all aspects of Consumable Supply Management reporting related to Winnipeg Police Service.

#### **B16.9 Billing Processes**

- B16.9.1** Proponent should provide details of their billing process. The explanation should include, but not be limited to, the following:
- (a) Frequency of billing (e.g. monthly);
  - (b) Ability to adhere to the City's specifications Appendix B for integration with the Financial Feeder System (FFS);
  - (c) Process for manual billings for non-networked devices;
  - (d) Ability to identify and report on billing incongruity (e.g. unknown or no ID associated with a print job or other cost);
  - (e) Example of a billing process diagram (e.g. swim lane, UML, flowchart);
  - (f) Examples of invoices and billing files that meet the City's specifications; and
  - (g) The ability to securely segregate all aspects of Billing Processes, including billing, billing files, and invoices, related to Winnipeg Police Service.
- B16.9.2** Notwithstanding B16.9.1, the Proponent should provide additional details relating to Library Public Device requirements:
- (a) Process for Library Public Device coin collection, billing and reconciliation. The explanation should include but not be limited to, the following:
    - (i) Frequency of billing;
    - (ii) Example of coin collection and billing process diagram (e.g. swim lane, UML, flowchart); and
    - (iii) Example of electronic invoices that meet the City's specifications.

#### **B16.10 Service Delivery**

- B16.10.1** Proponent should provide an in-depth description of how service tickets are handled. The explanation should include, but not be limited to, the following:
- (a) A 24/7 solution to electronically accept a service ticket (Incident or Request);
  - (b) Tools used to record and track the ticket;
  - (c) Details of on-site dedicated support capabilities, including the conditions under which a technician is dispatched;

- (d) Method to provide service ticket status updates;
- (e) Method to inform the end-user of ticket resolution;
- (f) Example service resolution process diagrams (e.g. swim lane, UML, flowchart);
- (g) The Proponent's access to internal engineering and software development resources should there be a requirement in order to solve a problem (e.g. resolving a driver incompatibility or bug);
- (h) The Proponent's requirements for escalation contacts within City locations; and
- (i) The ability to securely segregate all aspects of Service Delivery related to Winnipeg Police Service.

#### **B16.11 Information Security**

- B16.11.1** Proponent should describe in detail how its devices and related systems will achieve security compliance. Explanations should include, but not be limited to, the following:
- (a) Encryption of job and related metadata at rest and in-flight;
  - (b) Secure access to physical and network-based administration controls restricted to authorized service personnel;
  - (c) Capabilities for Secure Print (e.g. passcode-released);
  - (d) Secure overwrite of completed jobs;
  - (e) All aspects of data transmission and/or collection within the Proponent's solution, on or off City premises (e.g. cloud datacentres) for any purpose such as billing, device management, reporting, printing, and support, per the requirements listed in E1.13;
  - (f) Secure regularly-scheduled scrubbing of job data;
  - (g) Relinquishment of storage media to the City for secure disposal, prior to the retirement of devices and removal from City premises;
  - (h) Role-based access for all interactions by the Proponent and City staff within the Proponent's solution (e.g. customer portal for placing or reviewing tickets; administrator's interface for billing, technician's portal for print administration, etc.);
  - (i) Vulnerability and upgrade/patch management policies and processes; and
  - (j) The ability to segregate all aspects of Security related to Winnipeg Police Service.

#### **B16.12 Device Output Samples**

- B16.12.1** Proponents should provide six (6) printed samples from each of the devices proposed in their submission as applicable:
- (a) The digital file provided in Appendix C is to be used for output samples from colour devices;
  - (b) The digital file provided in Appendix D is to be used for output samples from monochrome devices;
  - (c) All samples are to be output using Domtar – 20 lb. Earth Choice 30 – Recycled Office Paper – 8 ½" x 14" – no substitutions; and
  - (d) Each sample sheet should be labelled on the back side with:
    - (i) The Proponent's name;
    - (ii) Make of device printed on;
    - (iii) Model of device printed on; and
    - (iv) Name and weight of paper printed on.

#### **B16.13 Device Technology**

- B16.13.1** Proponent should describe capabilities for each device model proposed, beyond those requested in Form N. Explanations should include, but not be limited to, the following:

- (a) Colour and monochrome capabilities for each function of the device (e.g. printing, scanning, photocopying);
- (b) Fax and scanning capability, including fax/scan to email/network options;
- (c) User interface commonality;
- (d) Programming extensibility (e.g. application ecosystem); and
- (e) Addressing accessibility needs.

B16.13.2 Proponent should describe how each model meets Energy Star Program compliance.

#### **B16.14 Specific Questions Regarding Library Public Devices**

B16.14.1 Proponent should provide a thorough description of how their solution for Library Public Devices will be implemented and managed. The explanation should include but not be limited to the following:

- (a) Provision of a fully managed solution for Library Public Devices that includes payment reconciliation, coin collection and float maintenance at all Library Branches;
- (b) Details on how their solution integrates with Envisionware LPT:One print management software;
- (c) Details on how Library Services Division staff will authenticate and print to Library Public Devices from networked workstations;
- (d) Details on payment bypass features available for Library Services Division staff;
- (e) Provide details on all payment types possible (e.g. coin, bills, credit/debit);
- (f) Details on how Payment Card Industry – Data Security Standard (PCI-DSS) compliance for payment card transactions will be supported; and
- (g) Details of how Subcontractors will be implemented and managed if used (e.g. for Payment Station support/maintenance or coin collection).

#### **B16.15 Specific Questions Regarding Winnipeg Police Service Devices**

B16.15.1 Proponent should provide a thorough description of how their solution for Winnipeg Police Service Devices will be managed. The explanation should include but not be limited to the following:

- (a) Details of the on-premise printer Fleet management solutions and capabilities that can fully function on a network isolated from the internet without remote access capabilities;
- (b) Minimum system specifications, supported environments, and versions including but not limited to operating systems, workstations, databases, and all other required software or hardware technologies; and
- (c) Details on how the on-premise Printer Fleet management solutions and services meet security and segregation requirements related to:
  - (i) Fleet Management;
  - (ii) Usage Reporting;
  - (iii) Service Monitoring;
  - (iv) Device Authentication;
  - (v) Training;
  - (vi) Service Management Reporting;
  - (vii) Consumable Supply Management;
  - (viii) Billing Processes;
  - (ix) Service Delivery; and
  - (x) Security.

**B17. VALUE-ADD SERVICES (SECTION I)**

B17.1 The Proponent should specify what value-added services or features are available with their proposal above and beyond what has been specified in PART E. The Proponent shall specify if there are any costs, limits or conditions for their availability.

**B18. PRINT COUNT AND BILLING ACCURACY (SECTION J)**

B18.1 Proponents should describe:

- (a) The process to maintain accuracy in print count and to rectify billing errors;
- (b) The steps taken for handling count/billing errors;
- (c) Communication method and response time in dealing with such incidents; and
- (d) Plan of action if response time is not adhered to.

**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 Canada
- (b) Powerland Computers
- (c) Ricoh Canada Inc.
- (d) Konica Minolta Business Solutions (Canada) Ltd.
- (e) Carlyle Printers Services & Supplies Ltd.
- (f) HP Canada Co.
- (g) DXC.technology

**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 Contract Administrator; 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;
- (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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) 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 for 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 C22.5, 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.
- B25.3 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide an on-premise demonstration.
- B25.3.1 On-premise demonstration – (minimum duration of one week) including one of each of the proposed print/MFP devices and Print Management Software in order to:
- (a) Validate the functionality of each of the print/MFP devices;
  - (b) Prove that the device deployed for Materials Management will meet their specific requirements;
  - (c) Demonstrate the seamless integration and capabilities Print Management Software using actual sample Fleet data;
  - (d) Confirm that sample data collected from live deployment can successfully be exported and processed through FFS;
  - (e) Prove that the Library Public Device, Payment Station and workstation running Library payment software will meet the requirements of the Library Services Division; and
  - (f) Prove the proponent's MFP solution meets the security requirements of the City and Winnipeg Police Service.

## **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;   | 27%         |
| (i) Framework Price discount   | 3%          |
| (d) Form N: Proposed Device Specifications and Non-Mandatory Requirements; (Section C)                               | 15%         |
| (e) Experience of Proponent and Subcontractor; (Section D)   | 10%         |
| (f) Experience of Key Personnel Assigned to the Project; (Section E)   | 8%          |
| (g) Project Understanding and Methodology (Section F)  | 10%         |
| (h) Project Schedule (Section G)   | 5%          |
| (i) Technical Evaluation (Section H)   | 15%         |
| (j) Value-Added Services (Section I)   | 5%          |
| (k) Print Count and Billing Accuracy (Section J)   | 2%          |

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 qualified.

B27.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B27.1(a) and/or B27.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B27.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B27.6 Further to B27.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for item 1 to item 4 shown on Form B: Prices.

B27.6.1 Framework Price Discount shall be evaluated based on application of the percentage off list price against selected Device Options and Accessories in Form B.

B27.6.2 Further to B27.1(c), 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.

B27.6.3 **Prices for Device Options and Accessories are for information only.**

- B27.7 Further to B27.1(d), Form N: Proposed Device Specifications and Non-Mandatory Requirements (Section C) will be evaluated considering the Proponent's ability to comply with the requirements of the City's Project, in accordance with B11.
- B27.8 Further to B27.1(e), Experience of Proponent and Subcontractors (Section D) 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.
- B27.9 Further to B27.1(f), Experience of Key Personnel Assigned to the Project (Section E) 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.
- B27.10 Further to B27.1(g), Project Understanding and Methodology (Section F) will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B14.
- B27.11 Further to B27.1(h), Project Schedule (Section G) will be evaluated considering the Proponent's ability to comply with the requirements of the City's Project, in accordance with B15.
- B27.12 Further to B27.1(i), Technical Evaluation (Section H) will be evaluated considering the Proponent's ability to comply with the requirements of the City's Project, in accordance with B16.
- B27.13 Further to B27.1(j), Value-Added Services (Section I) will be evaluated considering the evaluated considering the information requested and submitted, in accordance with B17.
- B27.14 Further to B27.1(j), Print Count and Billing Accuracy (Section J) will be evaluated considering the Proponent's ability to comply with the requirements of the City's Project, in accordance with B18.
- B27.15 Notwithstanding B27.1(c)(i) to B27.1(k), where Proponents fail to provide a response to B8.2(a) to B8.2(h), the score of zero may be assigned to the incomplete part of the response.
- B27.16 This Contract will be awarded as a whole.
- B27.17 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B25.

## **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 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 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.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.1.2 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 Supply of Services*

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. PROJECT SUMMARY

##### D2.1 General

- D2.1.1 The City of Winnipeg is comprised of 21 Public Service and Public Safety departments. In total the City employs over 10,000 employees, half of whom regularly access computers for work purposes. There are approximately 180 network-connected City buildings of varying size throughout Winnipeg that are capable of hosting print devices in the scope of this RFP, with network speeds ranging from 10Mbps-1Gbps.
- D2.1.2 The City has adopted a primarily Microsoft-centric infrastructure, including Windows 10 with Office 2010 or 2019 on personal computers and Windows Servers primarily hosted on VMWare in the datacentres. Approximately 90% of personal computers are desktops, while 10% are laptops. City staff also use approximately 1,800 iPhones, and some business units employ iPads as productivity or special-purpose devices.
- D2.1.3 In 2011, the City replaced its aging print Fleet with a fully-managed print Fleet service. The solution is funded from operating funds and is based on a comprehensive cost-per-page model with the only added expenses being paper and staples.
- D2.1.4 The current cost-per-page model is made possible through strict adherence to automatic job-based accounting wherever possible, through a combination of onboard printer technology, print driver capability, and middleware installed on print servers. Walk-up services such as photocopying, faxing and scanning are authenticated through Active Directory integration. All employees, contractors and visitors are issued RFID-based badges, and this is considered an area of opportunity for future enhancement.
- D2.1.5 Print costs are electronically transferred to the City each month, at which point the City's Financial Feeder System (FFS) distributes charges to individual departments by matching userID to department account codes. Exceptions are minimized wherever possible and are reconciled manually on a regular basis.
- D2.1.6 Windows Server print queues serve approximately 50% of departments while the remainder currently uses direct-IP printing – this is considered an area of opportunity for future enhancement as the City intends to relegate direct-IP printing to the absolute minimum necessary areas, and explore alternatives such as Follow/Pull Printing.
- D2.1.7 The City has a distributed support model for end-user computing (i.e. desktop support) services, wherein each Department generally has a standalone support group responsible for its clientele. With exception of Winnipeg Police Service, all Department IT groups use BMC Remedy for internal incident and request tracking.
- D2.1.8 Through concerted effort to reduce unnecessary devices under the governance of a guiding principles document authored by both City and service provider (Appendix A), the City's print Fleet was reduced from about 1,800 devices to 600. Since that time, the device count has grown by 13% under careful governance by both parties.
- D2.1.9 The contract associated with this service has been extended on two occasions. The Fleet of approximately 680 devices will reach end of life by the time the current contract expires June 30, 2020, and shall be replaced by that date. Before July 1, 2020, all implementation, training, processes, technologies and financial integrations of the new print Fleet shall be fully operational.

D2.1.10 It is the City's expectation that the principles honed throughout the current contract, including governance and design, cost model, and print Fleet specifications and distribution, will remain intact under a new contract.

## D2.2 Library Services Division

D2.2.1 In addition to the general information above, all 20 Winnipeg Public Library branches also leverage print stations for public use that are fitted with a multi-function device (print/copy/scan), Payment Station and a networked PC workstation installed with the Envisionware LPT:One software. The PC Workstation is provided and maintained by Library staff.

D2.2.2 The ITC Systems 5400 Series is the Payment Station currently in use at all Library branches. The Payment Station is provided and maintained by the Proponent.

D2.2.3 B.E.A.R foreign interface devices (DCS6061XC) connect the Library Public Device to the Payment Station.

D2.2.4 Each Library Branch is supplied with a float used by Library staff to provide change and refunds as required to customers. Millennium Library contains multiple floats. These floats are provided by the City and maintained by the Proponent.

D2.2.5 The City remits applicable taxes to the government.

D2.2.6 The Proponent is responsible for all coin collection and processing.

D2.2.7 The Proponent maintains and submits bi-monthly (6 times per year) records detailing usage by staff and customers, coin collection tracking, invoicing and refunds.

## D2.3 Winnipeg Police Service

D2.3.1 In addition to the general information above, the Winnipeg Police Service operates a separate network isolated from the internet and all other City of Winnipeg Departments and Special Operating Agencies (SOA).

D2.3.2 Remote access to this network by a third party(s) is not permitted.

D2.3.3 An on-premise multi-function print Fleet management solution without any dependencies on internet or third-party remote access is required. This solution shall include the fully functional capabilities pertaining to Fleet Management, Usage Reporting, Service Monitoring, Device Authentication, Service Management Reporting, Consumable Supply Management, Billing Processes, Service Delivery, and Security.

## D3. SCOPE OF SERVICES

D3.1 The Work to be done under the Contract shall consist of the provision of a fully-managed multi-function print Fleet solution on a cost-per page model for the period from date of award for 60 months, with the option of three (3) mutually agreed upon two (2)-year extensions, for all departments, Special Operating Agencies, Council and Office of the Mayor.

D3.1.1 The City may negotiate the extension option with the Contractor within one-hundred-and-eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D3.1.2 Changes resulting from such negotiations shall become effective the day following the previous term's expiration date. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.2 The funds available over the initial term of this contract are \$3,400,000 (\$680,000 per year) plus applicable taxes.

D3.3 The major components of the Work are as follows:

- D3.3.1 Planning and execution of an induction strategy for the replacement of existing devices listed in Appendix E on a like-for-like (or better) basis, as governed by the City's Guiding Principles document (Appendix A) including:
- (a) Printers;
  - (b) Multi-Function Printers; and
  - (c) Library Public Devices including Payment Station and interface device.
- D3.3.2 Provision of additional devices as required throughout the duration of the Contract, as governed by the City's Guiding Principles document (Appendix A).
- D3.3.3 Planning, installation, configuration, administration, billing and ongoing maintenance of all hardware, accessory, consumable and software components required for the overall management of the Fleet solution.
- D3.3.4 Planning and execution of an exit strategy in the final year of the Contract, allowing for the orderly migration of the Fleet to a future Contractor without interruption of City services.
- D3.3.5 Specifically out of scope are the following:
- (a) High-volume production-class print engines;
  - (b) Large-format printers and plotters;
  - (c) Specific consumables:
    - (i) Paper;
    - (ii) Staples; and
    - (iii) Envelopes.
  - (d) Special-purpose printers including:
    - (i) Receipt printers;
    - (ii) Cheque printers;
    - (iii) Microfiche readers;
    - (iv) Envelope printers;
    - (v) Impact printers;
    - (vi) Card printers;
    - (vii) 3D printers;
    - (viii) Mobile and ruggedized printers; and
    - (ix) Devices for speciality business applications.
  - (e) Networking and electrical costs.
- D3.4 The Work shall be done on an "as required" basis during the term of the Contract.
- D3.4.1 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.
- D3.4.2 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.
- D3.5 Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2019.
- D3.6 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

- D3.7 Notwithstanding D3.1 the City intends to award a separate multi-year contract for similar services to those within this Contract in the final year of the agreement. The purpose is to allow for the migration of the print Fleet to a new contract throughout the final year of the agreement. Accordingly, the City cannot guarantee any quantities at any time during the last year of the contract.
- (a) For example: The City replaces 10% of its print Fleet each month over the course of the first ten (10) months of the last year of the agreement. With thirty (30) calendar days' notice, the City opts to terminate the Contract in the 11th month.

#### **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 Manitoba-based 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) **"A3 device"** means a device that can process an A3 international paper size which is better known as 11" x 17" in Canada.
- (b) **"A4 device"** means a device that can process an A4 international paper sizes and others such as 8 ½"x x 11" and 8 ½" x 14" in Canada.
- (c) **"Breach"** means unauthorized use, access, alteration, disclosure, and destruction of Confidential Information.

- (d) **“City of Winnipeg (City)”** means all City of Winnipeg Departments and Special Operating Agencies (SOA), as well as Mayor’s Office and Council, and their physical locations, excluding Winnipeg Police Service, for the purposes of this RFP.
- (e) **“Confidential Information”** means any information determined in the sole judgment of the City of Winnipeg, including Winnipeg Police Service, to be secret, confidential, privileged private, or sensitive. This includes “Personal Information” as defined by the Freedom of Information and Protection of Privacy Act (FIPPA).
- (f) **“Configuration Management”** means the processes that identify, maintain, and verify information regarding IT assets and configurations in the enterprise.
- (g) **“Consumable”** means any regularly depleted and replenished product used in the lifecycle of the device excluding paper, envelopes and staples. Consumables may include but are not limited to toners, belts, drums, developer units, fuser units, fuser oil, waste toner bottles.
- (h) **“Demilitarized Zone (DMZ)”** means a physical or logical subnetwork that contains and exposes an organization's external-facing services to a larger and untrusted network, usually the Internet.
- (i) **“Department”** means any City of Winnipeg operating entity, including Special Operating Agencies (SOAs). For the purposes of this RFP, this includes Council and the Mayor’s Office.
- (j) **“Down Time”** means the duration in which any print/copy/scan/fax functions of the device is not available to the user (e.g. if the scanner portion only of the device is not working then the device is considered down).
- (k) **“Financial Feeder System (FFS)”** means the application that imports the Contractor supplied billing files into the City’s PeopleSoft application to allow for the for the detailed chargeback of all Department usage to the correct account code associated with each user, or in the case of the Winnipeg Police Service, a department identifier numeric code for each printer used.
- (l) **“Fleet”** means collective of print devices across all City departments, excluding devices listed in D3.3.5.
- (m) **“Follow/Pull Printing”** means an alternative to direct printing or queue-based printing whereby a user can release a print job from any computing device to any output device within the City’s environment on-demand.
- (n) **“Incident”** means an unplanned interruption to, or quality reduction of, the Proponent’s service that has been reported either manually or automatically;
- (o) **“Information Security”** means the practice of preventing unauthorized access, use, disclosure, disruption, modification, inspection, recording or destruction of information.
- (p) **“Library Branch(es)”** means all 20 Winnipeg Public Library locations <https://wpl.winnipeg.ca/library/branchpages/branch.aspx>.
- (q) **“Library Public Device”** means a multi-function device integrated with a Payment Station and Library payment software that is primarily used by the general public on a pay per use basis.
- (r) **“Library Services Division”** means all Winnipeg Public Library branches, a division of the Community Services Department.
- (s) **“MACD”** means Move, Add, Change or Delete (i.e. the process of moving, adding, changing or deleting a device that is considered part of the Fleet).
- (t) **“Payment Station”** means a device that accepts various payment methods (e.g. coins, bills, credit or debit cards) for copies and prints and provides change as required.
- (u) **“Privacy”** means laws and regulations that apply to the City and Contractor related to the protection of personally-identifiable information (e.g. FIPPA, PHIA).
- (v) **“Proponent”** means any Person or Persons submitting a Proposal for Services.
- (w) **“Real-Time”** means less than five minutes for purposes of this RFP.

- (x) **“Records Management”** means laws and regulation that apply to the City and Contractor related to the stewardship of historical information (e.g. City of Winnipeg Records Management By-Law No. 166/2003).
- (y) **“Request”** means a formal request for something to be provided.
- (z) **“Resolution Time”** means the time from when the user places the service request to the Contractor to the time the service technician resolves the reported issue.
- (aa) **“Response Time”** means the time from when the user places the service request to the Contractor to the time the service technician arrives at the user's location to work on the reported issue.
- (bb) **“Secure Print”** means the ability for the user to send documents to a printer without them being printed. They are held until the user authorizes the release of the print job at the device.
- (cc) **“Unpaid Escrow”** means funds available when Payment Station does not contain the appropriate coins to provide change to customers.
- (dd) **“Winnipeg Police Service (WPS)”** means all Winnipeg Police Service locations. The Winnipeg Police Service is a department within the City of Winnipeg.

## **D6. CONTRACT ADMINISTRATOR**

D6.1 The Contract Administrator is:

John Armitage  
Coordinator, Print, Graphics and Mail Services

Telephone No. 204 986-2469

Email Address: jarmitage@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 B8.**

## **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. INFORMATION MANAGEMENT**

D8.1 The City shall only provide access to Confidential Information, (meaning any and all information concerning the City, the Project, and the Services, that is supplied by or to which access is given to the Contractor by the City or which in any other way comes into the possession or knowledge of, or is stored by or otherwise accessed by, the Contractor during the course of

performance of the Services (regardless of format or medium), including “Personal Information” as defined by *The Freedom of Information and Protection of Privacy Act* (FIPPA), as specified in this Contract. Any collection, use, disclosure, storage, or destruction of Personal Information is done so by the Contractor as an information manager pursuant to s. 44.1 of *The Freedom of Information and Protection of Privacy Act*.

D8.2 Further to D7, all Confidential Information is and shall remain the property of the City. The Contractor shall not disclose or appropriate to its own use or promotional material, or to the use of any third party, all or any part thereof without the prior written consent of the City. The Contractor shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the Contract Administrator.

D8.3 Further to D7, the Contractor shall:

- (a) only use, access, or view Confidential Information to the extent necessary to provide the services specified in this Contract;
- (b) not disclose Confidential Information to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
- (c) ensure that no person under its supervision or control makes any unauthorized copies or reproductions of, or discloses, any Confidential Information, in whole or in part, in any form or medium;
- (d) ensure that its officers, employees, and agents are aware of and comply with the requirements and obligations in this Contract and any applicable legislation, including FIPPA;
- (e) keep the Confidential Information strictly in confidence and shall take such steps as are necessary to protect the confidentiality of the confidential information and ensure that it is used, accessed and disclosed only in accordance with the terms and conditions of this Contract and any applicable legislation, including FIPPA;
- (f) put into place reasonable security arrangements, including administrative, technical and physical safeguards, that ensure the confidentiality and security of the Confidential Information and that guard the Confidential Information against such risks as unauthorized use, access, alteration, disclosure, and destruction (each a “Breach”). These security measures shall take into account the sensitivity of the Confidential Information and the medium in or through which it is stored, handled, transmitted, transferred or disclosed; and
  - (i) establish and comply with written security procedures and policies respecting the Confidential Information, which shall include:
    - (i) provisions for identifying, recording, and reporting to the City all Breaches and attempted Breaches respecting the Confidential Information; and
    - (ii) corrective procedures to promptly address any such Breaches;
  - (ii) ensure that its officers, employees, and agents sign written confidentiality agreements to protect against unauthorized access, use, disclosure, or destruction of Confidential Information; and
  - (iii) upon request, provide evidence of compliance with compliance with the data security provisions of this Contract.

D8.4 The Contractor shall legally bind all employees, agents, Subcontractors, officers, and directors of its organization (where applicable) to the protection of privacy and information handling for all Confidential Information via written agreements which contain protections no less strict than those contained within the Contract, and in compliance with any additional requirements imposed by FIPPA or the Manitoba Personal Health Information Act (“PHIA”) and any other applicable legislation.

D8.5 The City requires rapid repatriation of the Confidential Information data in the event of Contract termination or expiry, or upon request. Accordingly, the Contractor shall:

- (a) have a process to maintain data security for the City's Personal Information upon Contract termination or expiry; and
- (b) collect package and transmit the Data, including all Confidential Information (including backups), back to the City within two (2) weeks of receipt of City's request for same.

## **D9. NOTICES**

- D9.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

## **SUBMISSIONS**

### **D10. AUTHORITY TO CARRY ON BUSINESS**

- D10.1 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.

### **D11. SAFE WORK PLAN**

- D11.1 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.
- D11.2 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>

### **D12. INSURANCE**

- D12.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) All risks property insurance for the full replacement cost of the Fleet.
  - (b) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (c) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D12.2 Deductibles shall be borne by the Contractor.
- D12.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.
- D12.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D12.5 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

D12.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

### **D13. SUBCONTRACTOR LIST**

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## **CONTROL OF WORK**

### **D14. COMMENCEMENT**

D14.1 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.

D14.2 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 D10;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) the Safe Work Plan specified in D11;
  - (iv) evidence of the insurance specified in D12; and
  - (v) the Subcontractor list specified in D13.

### **D15. LIQUIDATED DAMAGES**

D15.1 If the Contractor fails to achieve the Work of the Contract in accordance with the Contract by the day fixed herein the Contractor shall pay the City one-hundred dollars (\$100) per device per Calendar Day for each and every Calendar Day following the day fixed herein until the Work is complete.

D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **D16. ORDERS**

D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which service requests may be placed.

### **D17. RECORDS**

D17.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D17.2 The Contractor shall record, as a minimum, for each applicable item listed on Form B: Prices:

- (a) Requestor name(s) and addresses;
- (b) Order date(s);
- (c) Service date(s); and
- (d) Description and quantity of services provided.

D17.3 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

### D18. INVOICES

D18.1 Further to C11, the Contractor shall submit an invoice, excluding invoices for the Winnipeg Police Service, 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](mailto:CityWpgAP@winnipeg.ca)

D18.2 Further to C11, the Contractor shall submit an invoice for each portion of Work performed for the Winnipeg Police Service to:

Winnipeg Police Service  
Finance Division - Accounts Payable  
P.O. Box 1680  
Winnipeg MB R3C 2Z7

Facsimile No.: 204 986-8137  
Email: [jmiller@winnipeg.ca](mailto:jmiller@winnipeg.ca)

D18.3 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.

D18.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18.5 **Proposal Submissions must not be submitted to the above facsimile number. Proposals must be submitted in accordance with B8.**

### D19. PAYMENT

D19.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D19.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## WARRANTY

### D20. WARRANTY

D20.1 Notwithstanding C12, Warranty does not apply to this Contract.



## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

E1.1 These Specifications shall apply to the Work.

#### **E1.2 Fleet Hardware**

E1.2.1 The Contractor shall provide a Fleet composed of toner-based devices on a like-for-like (or better) basis per Appendix E, except for Library Public Devices where these devices are to be upgraded to colour from monochrome.

E1.2.2 The Contractor shall complete the set-up, installation, and configuration of all software and hardware in the replacement of the existing COW Fleet (including Libraries and Winnipeg Police Service) on or before June 1, 2020.

E1.2.3 The Contractor shall manage and maintain the Fleet throughout the term of the Contract.

#### **E1.3 Guiding Principles**

E1.3.1 The Contractor shall be responsible for following the City of Winnipeg's Printer and MFP Fleet Guiding Principles (see Appendix A) for the MACD of any device within the Fleet.

E1.3.2 The Contractor shall seek approval from the Contract Administrator for any MACD that does not conform with the City's Guiding Principles.

E1.3.3 The Guiding Principles shall be amended as required over time to meet evolving requirements of the organization.

#### **E1.4 Fleet Management**

E1.4.1 The Contractor shall provide new hardware throughout the term of the contract.

E1.4.2 The Contractor shall plan and execute an induction strategy for the replacement of existing devices listed in Appendix E on a like-for-like (or better) basis, as governed by the City's Guiding Principles document (Appendix A).

E1.4.3 The Contractor shall plan and execute an exit strategy in the final year of the Contract, allowing for the orderly migration of the Fleet to a future Contractor without interruption of City services.

E1.4.4 For all locations, the Contractor shall deliver the equipment to a designated staging area, uncrate it, configure it, prepare it for installation, deliver it to its floor location, connect it to the network, and test it. The City will be responsible for provisioning, installing and testing the required network connection and electrical outlet.

E1.4.5 All garbage / packaging resulting from equipment delivery is the responsibility of the Contractor and shall be removed from Site in an environmentally responsible manner in accordance with local environmental regulations. The Contractor shall be responsible for any/all re-packaging of devices relating to any/all moves or returns throughout the term of the Contract. Additionally, the Contractor shall be responsible for any fines or other penalties that are assessed due to a failure by the Contractor to meet local environment disposal regulations.

E1.4.6 The Contractor's solution shall include methods, tools / management software and processes for the provisioning, tracking and reporting of Fleet equipment.

E1.4.7 While elements may be similar, the Contractor shall accommodate segregated methods, tools / management software and processes, which shall be on-premise solutions, for the Winnipeg Police Service.

- E1.4.8 The Contractor shall be responsible for accurately maintaining two master inventories (Winnipeg Police Service separate from the balance of City locations) of all assets within the Fleet, available to the City or Winnipeg Police Service. The master inventories shall contain at a minimum:
- (a) Device information (make / model / serial # / printer / MFP);
  - (b) Device location (department / division / branch / address / floor / unique location);
  - (c) Device size (A3/A4);
  - (d) Colour / monochrome;
  - (e) Fax capability;
  - (f) Finishing capability (e.g. stapler/stacker/booklet maker);
  - (g) Optional items (e.g. additional trays, stand);
  - (h) IP address / subnet mask;
  - (i) City contact information (Level 1/Level 2);
  - (j) MACD update dates;
  - (k) Payment Station and interface device (Library Services Division only); and
  - (l) Departmental Identifier numeric code (for Winnipeg Police Service only).
- E1.4.9 The Contractor shall prepare, affix and keep current a physical asset label in a clearly visible area on each device in the Fleet. The asset label shall include at a minimum:
- (a) Device model number;
  - (b) Serial number;
  - (c) Asset number;
  - (d) Print Queue if applicable;
  - (e) Fax number if applicable; and
  - (f) Supplies & Service contact information.
- E1.4.10 The Contractor shall conduct an annual audit of all assets within the Fleet, updating all asset records and resolving any inconsistencies.
- E1.4.11 The Contractor shall be responsible for all MACD activities. These activities shall include at a minimum for all elements of moves, adds, changes and deletes:
- (a) Scheduling, delivery, unpacking and disposal of packaging material;
  - (b) Set-up, configuration, testing, and application of firmware updates;
  - (c) Removal and relinquishment of internal storage devices to the City for devices being removed from the Fleet;
  - (d) Updating asset inventory and tag as required;
  - (e) Providing and updating Consumables inventory; and
  - (f) Providing and updating training aids (customized instructional posters).
- E1.4.12 The Contractor shall provide a solution whereby all hardware, software, firmware and print drivers fully integrate with current City and Winnipeg Police Service operating systems, and shall maintain compatibility with future operating system upgrades throughout the life of the agreement.
- E1.4.13 The Contractor shall be responsible for the development and ongoing updating of appropriate process charts for critical activities. These activities shall include at a minimum:
- (a) MACD processes;
  - (b) Incident and Request management processes;

- (c) Supplies ordering processes;
- (d) Spent Consumable disposal processes;
- (e) Billing processes;
- (f) Escalation processes;
- (g) Assessment processes for a new device;
- (h) Audit processes; and
- (i) Payment Station reconciliation and reporting process.

- E1.4.14 The Contractor shall provide a solution that includes Print Management Software used in the management of the Fleet.
- E1.4.15 The Contractor shall provide all required software and licenses that are necessary to ensure full functioning of all Fleet management solutions and related services (excludes operating systems) at no additional cost.
- E1.4.16 The Contractor shall provide and assist with upgrades, patches (including security patches), and system maintenance for all Fleet management solutions and related services at no additional cost.
- E1.4.17 The Print Management Software provided to Winnipeg Police Service shall be an on-premise system with capabilities that can fully function on a network isolated from the internet without remote access capabilities.

## **E1.5 Usage Reporting**

- E1.5.1 The Contractor shall provide a solution that can generate reports on usage across the Fleet (Winnipeg Police Service separate from the balance of City locations). The reporting capability shall be at a minimum:
- (a) Date;
  - (b) Location;
  - (c) Department;
  - (d) Device details including model, serial number, and queue name if applicable;
  - (e) Job characteristics (e.g. paper size, simplex/duplex, colour/monochrome, print/copy/fax/scan, toner usage);
  - (f) User identification (including but not limited to user ID, device, office location, Department); and
  - (g) For Library Public Devices:
    - (i) Payment reconciliation tracking and coin collection at each Library Branch;
    - (ii) Total public page volume and dollar volume by Library Branch for monochrome and colour;
    - (iii) Total staff print volume and dollar volume by Library Branch for monochrome and colour;
    - (iv) Float adjustment totals by Library Branch; and
    - (v) Refund totals by Library Branch;
  - (h) For Winnipeg Police Service:
    - (i) The Usage Reporting solution provided to Winnipeg Police Service shall be an on-premise system with capabilities that can fully function on a network isolated from the internet without remote access capabilities.
- E1.5.2 The Contractor shall provide an annual report of fax usage (Winnipeg Police Service separate from the balance of City locations) containing at a minimum the following information:
- (a) User;

- (b) Sending and receiving phone number;
- (c) Number of pages;
- (d) Date and time;
- (e) Device;
- (f) Office location;
- (g) Department; and
- (h) Department identifier numeric code (for Winnipeg Police Service only).

## **E1.6 Remote Service Monitoring**

- E1.6.1 The Contractor shall provide a solution that allows for the Real-Time monitoring of all network devices, Consumables and services within the Fleet (Winnipeg Police Service separate from the balance of City locations). Remote monitoring shall include at a minimum:
- (a) Notification of paper jams;
  - (b) Preventative maintenance intervals;
  - (c) Fault events; and
  - (d) Notification of low toner and other Consumable status for automatic replenishment.
- E1.6.2 The Contractor shall provide a solution (Winnipeg Police Service separate from the balance of City locations) that monitors all device connectivity to the network and provides appropriate alerts, should any device lose connectivity for more than 24 hours.
- E1.6.3 Connectivity alerts shall be issued to and actioned by the City in association with the Contractor, or in the case of Winnipeg Police Service, issued to and actioned by Winnipeg Police Service.
- E1.6.4 The Remote Service Monitoring solution provided to Winnipeg Police Service shall be an on premise system with capabilities that can fully function on a network isolated from the internet without remote access capabilities.
- E1.6.5 The Contractor shall provide monitoring of Payment Stations attached to Library Public Devices that includes at a minimum:
- (a) Notification of loss of communication between Payment Station and Library Public Device; and
  - (b) Malfunction of Payment Station.

## **E1.7 User Authentication**

- E1.7.1 The Contractor shall provide a solution that manages and logs usage through the use of authentication tools. Authentication at a minimum shall be:
- (a) Single sign-on access via LDAP integration for print from network-connected devices (e.g. desktop, laptop);
  - (b) Ability to accommodate custom sign-on for contractors (i.e. non-city staff working on-site) to access device capabilities;
  - (c) Pin code (6-digit employee ID code) access at the device for copy functionality; and
  - (d) Mandatory requirements specific to Libraries:
    - (i) Ability for staff of the Library Services Division to utilize single sign-on through LDAP integration to print from network connected workstations to Library Public Devices located in the Demilitarized Zone (DMZ).
- E1.7.2 The User Authentication solution provided to Winnipeg Police Service shall be an on-premise system with capabilities that can fully function on a network isolated from the internet without remote access capabilities.

## **E1.8 Training**

- E1.8.1 The Contractor shall provide training and training aides to each work group(s) associated with each device.
- E1.8.2 Training shall be at a minimum:
- (a) Instructor led, hands-on training at each device for the user groups associated with that device. Multiple training sessions will be required when user groups are larger than 8 – 10 staff; and
  - (b) Technical support training for approximately 100 Departmental IT support staff.
- E1.8.3 The Contractor shall develop and produce custom instructional posters for each model of device that explains authentication and basic functionality which are to be posted by each device.
- E1.8.4 The Contractor shall develop and provide access to instruction manuals for each device (e.g. printed / soft copy / web access).
- E1.8.5 The Contractor shall develop and provide instructions relating to Consumables inventory and disposal of spent Consumables.
- E1.8.6 The Contractor shall provide training relating to Library Public Devices, Payment Stations and all related financial processes (e.g. float maintenance, refund processing).
- E1.8.7 The Contractor will provide separate training courses to Winnipeg Police Service – both for user groups and IT support staff.

## **E1.9 Service Management Reporting**

- E1.9.1 The Contractor shall provide regular reporting (quarterly for the Winnipeg Police Service and bi-monthly for the balance of City locations) on the following at a minimum:
- (a) SLA performance vs targets;
  - (b) Down Time reports and explanations;
  - (c) Incident-related ticket volumes and resolutions;
  - (d) Request-related ticket volumes and resolutions;
  - (e) Escalations;
  - (f) Consumables-related tickets;
  - (g) MACD statistics; and
  - (h) Device volumes and utilization including peaks in activity.
- E1.9.2 A Service Level Agreement (SLA) shall include, at a minimum, the following:
- (a) On-site service coverage from 8AM – 5PM Monday to Friday (9 hours per day) excluding statutory holidays;
  - (b) Eight (8) business hour resolution;
  - (c) Where resolution cannot be implemented within the limit stipulated in (a), a mutually-agreed upon workaround may be implemented (e.g. routing to a nearby printer); however, the resolution clock will not stop in such a case;
  - (d) If a device or accessory is not fully functional at least ninety eight percent (98%) of the time during a quarter period based on nine (9) hours per day (8AM – 5PM) or if there are more than four (4) service calls in a thirty (30) Calendar Day period, or if there are more than eight (8) service calls in a 365 day period, the City will have the option of having the Contractor replace the current faulty device or accessory with a new piece of comparable equipment with equal or greater functionality. Should the same model number no longer be available, a current model with equal or greater functionality will be required within ten (10) Business Days; and

- (e) For each percentage (or portion thereof) that a device's total Down Time exceeds 2% within the quarter, the price per page for all copies and prints from that device shall be decreased (at the discretion of the City) by ten percent (10%) for the quarter.

## **E1.10 Consumable Supply Management**

- E1.10.1 The Contractor shall maintain at a minimum one of each customer-replaceable Consumable stored on-site at each device, or in the nearest available non-public area.
  - (a) Failure to provide adequate on-site stock that results in device downtime shall be treated as a device outage for SLA calculations.
- E1.10.2 All Consumables for all devices shall be Original Equipment Manufactured (OEM).
- E1.10.3 The Contractor shall provide a process for the pick-up of spent Consumables.

## **E1.11 Billing Processes**

- E1.11.1 The Contractor shall provide three separate billing streams to facilitate the requirements of the general City billings, Library Public Device billing requirements, and Winnipeg Police Service billing requirements.
  - (a) General City Billings:
    - (i) The Contractor shall at a minimum provide monthly error-free invoices and billing files in accordance with the processes and format described in Appendix B.
    - (ii) The Contractor shall provide separate individual billing for any devices requiring manual meter reads (e.g. if not network connected).
    - (iii) The Contractor shall include any credits in accordance with E1.9.2(e).
  - (b) Library Payment Station Procedures:
    - (i) The Contractor shall provide separate individual error-free invoices and billing files on a bi-monthly (6 times per year) basis.
    - (ii) The Contractor shall provide individual billing for staff impressions made on all Library Public Devices for the given period.
    - (iii) The Contractor shall provide individual billing for public impressions made on all Library Public Devices for the given period.
    - (iv) The Contractor shall provide individual billing (credit) for total payment collection on all Library Public Devices for the given period.
    - (v) The Contractor shall include any credits in accordance with E1.9.2(e).
  - (c) Winnipeg Police Service Billing requirements:
    - (i) The Contractor shall at a minimum provide monthly error-free invoices and billing files in accordance with the processes and format described in Appendix B.
    - (ii) The Contractor shall provide a Monthly Summary Billing Detail Report and associated billing information in accordance with the processes and format described in Appendix F.
    - (iii) The Contractor shall include any credits in accordance with E1.9.2(e).
- E1.11.2 The Contractor shall provide monthly reporting on billing including the following at a minimum:
  - (a) Monthly Billing Summary; and
  - (b) Monthly Detailed Billing Report (Spreadsheet of all print copy transactions).
- E1.11.3 Billing files shall match the prescribed format exactly as described in Appendix B.
- E1.11.4 The Contractor shall provide bi-monthly (6 times per year) billing for the Library Services Division that includes the following at a minimum for each Library Branch:
  - (a) Start and End reads per device;

- (b) Page volume;
- (c) Total number of copies made by the public;
- (d) Total number of copies made by staff using bypass key;
- (e) Total number of staff print impressions;
- (f) Expected and actual coin collected; and
- (g) Coins added to refill float.

## **E1.12 Process Management**

E1.12.1 The Contractor shall be responsible for the development, management and ongoing updating of appropriate processes and corresponding documentation (e.g. charts) for critical activities. These activities shall include at a minimum:

- (a) MACD processes;
- (b) Incident and Request handling processes;
- (c) Escalation processes;
- (d) Consumables ordering processes;
- (e) Spent Consumables disposal processes;
- (f) Billing processes;
- (g) Assessment process for new devices;
- (h) Inventory audit process;
- (i) Payment Station reconciliation and reporting processes (Library Services Division);
- (j) Contract and relationship management processes; and
- (k) Processes for obtaining business and technical support for any elements of the Fleet management solution (e.g. on-premise Printer Fleet Management solution and other associated systems) used by the Winnipeg Police Service.

E1.12.2 The Contractor shall provide the services of a dedicated account manager / executive / representative.

## **E1.13 Information Security and Management**

(a) In addition to D8, the Contractor shall provide the following Information Security provisions for the Fleet:

- (i) No Print/Fax/Scan/Copy job content/data (i.e. document contents) transmitted, received, stored or otherwise collected by any services or infrastructure of the Contractor (e.g. Follow/Pull Printing) shall leave the City's network environment at any time or otherwise be visible to the Contractor;
- (ii) Information required to be transmitted, received, stored or otherwise collected by any services or infrastructure of the Contractor, either on or off the City's premises, in order to fulfill the Scope of Services as outlined in D3 (e.g. Fleet management, billing, maintenance), shall:
  - (i) Be documented;
  - (ii) Be the minimum necessary to achieve the Scope of Services, avoiding personally-identifiable information such as full name and phone number wherever possible;
  - (iii) Comply with Privacy, Records Management, Information Security requirements and other governing laws and City regulations; and
  - (iv) Be subject to additional protection measures, including but not limited to the terms of an Information Sharing Agreement, if required.
- (iii) With the exception of Library Public Devices and selectively for the Winnipeg Police Service, usage of any device, both directly at the device (for walk-up usage) and at

- the user's desktop (via print driver, etc.), shall be restricted to those with validated credentials;
- (iv) Secure Contractor-only access for administrators and maintenance personnel shall be configured;
  - (v) Physical security features shall be implemented that prevent unauthorized access to the internal storage subsystems of the device, either directly or indirectly (e.g. tamper-proof screws, keylock);
  - (vi) Data and metadata specific to the City (including Winnipeg Police Service) that traverses the City's or Contractor's environment on or off the City's premises shall be 256-bit AES encrypted and utilize TLS 1.2 or higher;
  - (vii) Devices shall securely overwrite jobs from internal storage upon completion of said job;
  - (viii) Outstanding jobs that are cached or held within internal storage or print queue infrastructure shall be securely erased on a weekly schedule across the Fleet (excluding Winnipeg Police Service devices);
  - (ix) The Contractor's solution shall accommodate secure print functionality, whereby a user can send a document to a printer and the job is held until the user authenticates and authorizes the release of the print job at the device;
  - (x) Vulnerability assessments and the application of up-to-date security-related patches of the Contractor's solution shall be performed routinely to discover and address vulnerabilities;
  - (xi) Any device that is being removed from the Fleet shall have the storage media physically removed from the device and hand-delivered to the Departmental IT contact prior to the device being removed from the building;
  - (xii) Employees of the Contractor shall:
    - (i) Have a signed confidentiality agreement preventing unauthorized access, use, and disclosure of information; and
    - (ii) Have access to the solution immediately revoked upon termination.
  - (xiii) Role-based access shall be implemented for the Contractor's and City's staff within the Contractor's solution; and
  - (xiv) All administrative activities of the Contractor's solution shall be logged, and logs reviewed regularly.
- (b) Mandatory requirements specific to Winnipeg Police Service
- (i) For the Winnipeg Police Service, any software related to print management that collects, stores or transmits information deemed Confidential shall be located on-premise at Winnipeg Police Service facilities.
- (c) Mandatory requirements specific to Libraries
- (i) If the Payment Station is configured to process payment cards at any time during the Contract,
    - (i) The Contractor's solution shall be a PCI certified solution that can be implemented in a PCI-compliant manner based on PCI-DSS version 3.2.1;
    - (ii) The Contractor's solution shall be continually updated to maintain compliance as the PCI-DSS standard evolves over time; and
    - (iii) The Contractor shall provide certification or validation of compliance with PCI-DSS standards upon the City's request.

## **E1.14 Device Technology**

### **E1.14.1 Printing Requirements**

- (a) There shall be a minimum of two (2) trays per non-personal device (not including multi-purpose tray / envelope feeder / bypass tray), with at least one (1) supporting 8-1/2" x 14".
- (b) There shall be a minimum of 250 sheets per paper tray for non-personal devices.

#### E1.14.2 Fax Requirements

- (a) The Contractor shall allow for a minimum of 85 devices to be fax enabled at the time of roll-out of new Fleet (excluding Winnipeg Police Service).
- (b) The Contractor shall allow for a minimum of 65 devices to be fax enabled at time of roll-out of new Fleet for Winnipeg Police Service; and
- (c) At least one proposed device model shall include "fax to email" capability.

#### E1.14.3 Scanning Requirements

- (a) The Contractor shall provide at a minimum MFPs with the following scanning capabilities:
  - (i) Scan to PDF, with/without password;
  - (ii) Double-sided scanning;
  - (iii) Optical Character Recognition (OCR) capability;
  - (iv) Scan to email functionality leveraging Microsoft Exchange/LDAP for recipient/sender information; and
  - (v) Scan to network repository (e.g. Server Message Block (SMB/DFS), Sharepoint, HTTP, FTP, includes scanning to distributed file shares).

#### E1.14.4 Scanning Requirements specific to the Materials Management Division of the City of Winnipeg

- (a) The Contractor shall provide two (2) MFPs with document handlers capable of efficiently feeding a wide range of paper sizes, types and thicknesses through the scanner. The capabilities shall be equal to or greater than the two (2) HP 9050's currently in place.
- (b) The Contractor shall provide MFP's capable of seamlessly integrating with Materials Management's current AutoStore scanning solution.

E1.14.5 All devices shall be compatible with a standard 110 V/15 Amp outlet (NEMA 5-15).

E1.14.6 Print devices shall automatically switch into a lower power consumption mode(s) when not in use for a prescribed period of time (e.g. standby mode when inactive for longer than 5 minutes followed by sleep mode if inactive for 30 minutes). Proponent shall describe each model's power saving capabilities (e.g. sleep mode, standby mode, hibernation mode, and wake technologies).

### E1.15 Device Types

E1.15.1 The City's current Fleet of devices fall into various volume categories as described in the "City of Winnipeg Printer and Multi-Function Printer (MFP) Fleet Guiding Principles." The volume band for each device proposed shall be indicated in Form N.

E1.15.2 Notwithstanding E1.15.1, personal printers are the exception to volume banding. While the City's Guiding Principles state that the goal is to reduce personal printers across the organization, there needs to be replacement personal devices to refresh those that still exist within the Fleet due to prior approved exceptions. The Contractor shall include at least one (1) monochrome personal printer device model and one colour personal printer device model in their submission.

E1.15.3 The Contractor shall provide free standing devices or devices with stands wherever required throughout the Fleet. The exception would be for personal printers where no stand is required.

### E1.16 Additional Specifications for Library Public Devices

E1.16.1 Each Library Public Device shall interface with a Payment Station that at a minimum is capable of:

- (a) Accepting coins in \$0.05 increments;
- (b) Accepting at least \$0.05, \$0.10, \$0.25, \$1.00 and \$2.00 Canadian coins;

- (c) Verifying the authenticity of coins; and
- (d) Making change as required.

- E1.16.2 The Contractor shall ensure the Library Public Device seamlessly integrates with the Payment Station and the public print management software Envisionware LPT:One being used by the Library Services Division.
- E1.16.3 Library Public Devices shall be capable of monochrome and colour for print, copy and scan to email.
- E1.16.4 The Library Services Division is solely responsible to control the charges imposed on the public. The Contractor shall be responsible for the cost of and effort required to change all supplied equipment to the adjusted page charge as required.
- E1.16.5 A payment bypass feature shall be available on all Library Public Devices that allows library staff to utilize the copy feature on any Library Public Device.
- E1.16.6 Library staff will maintain a cash float (provided by the City) that will be used for giving refunds, providing change and Unpaid Escrow. The Contractor shall be responsible to maintain this float as part of the coin collection and billing process.
- E1.16.7 The Contractor shall be accountable for successfully implementing and maintaining any required Subcontractor arrangements for provision of Payment Station support/maintenance or coin collection services.

**E1.17 Additional Requirements for Winnipeg Police Service**

- E1.17.1 The Contractor shall ensure the entire on-premise printer Fleet management solution(s) and all associated capabilities fully function on the Winnipeg Police Service network which is isolated from the internet without remote access capabilities.
- E1.17.2 The Contractor shall ensure that all on-premise printer Fleet management solution(s) including all its associated capabilities are compatible with the Winnipeg Police Service IT environment, including but not limited to operating systems, workstations, databases, and all other required software or hardware technologies.
- E1.17.3 The Contractor shall ensure that the on-premise printer Fleet management solutions and services meet the Winnipeg Police Service's security and segregation requirements related to:
- (i) Fleet Management;
  - (ii) Usage Reporting;
  - (iii) Service Monitoring;
  - (iv) Device Authentication;
  - (v) Training;
  - (vi) Service Management Reporting;
  - (vii) Consumable Supply Management;
  - (viii) Billing Processes;
  - (ix) Service Delivery; and
  - (x) Security.
- E1.17.4 The Contractor shall provide all required software and licenses that are necessary to ensure full functioning of all on-premise printer Fleet management solutions and related services (excludes operating systems) at no additional cost to the Winnipeg Police Service.
- E1.17.5 The Contractor shall provide and assist with upgrades, patches (including security patches), and system maintenance for the on-premise printer Fleet management solutions and related services at no additional cost to the Winnipeg Police Service.
- E1.17.6 The Contractor shall provide an on-premise automated solution as part of the printer Fleet management solution which allows the Winnipeg Police Service to securely transmit all

necessary information to facilitate the monthly invoicing process. This will be provided at no additional cost to the Winnipeg Police Service.

## **E2. SERVICES**

- E2.1 The Contractor shall provide separate costs on Form B in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 - Cost Per Page - Colour shall be the cost of one colour impression from any colour device within the Fleet excluding Library Public Printing devices .
- E2.3 Item No. 2 – Cost Per Page – Monochrome shall be the cost of one monochrome impression from any colour or monochrome device within the Fleet excluding Library Public Printing devices.
- E2.4 Item No. 3 – Public Printing Cost Per Page – Colour shall be the cost of one colour impression from any colour Library Public Printing device.
- E2.5 Item No. 4 – Public Printing Cost Per Page – Monochrome shall be the cost of one monochrome impression from any colour or monochrome Library Public Printing device.
- E2.6 Item No. 5 – Buyout Cost in last year or at contract completion shall be the optional flat rate purchase price of any device within the Fleet to the City.
- E2.7 Item No. 6 – Short-term device rental fee shall be a flat monthly rental rate for each of the devices proposed in the submission (add additional lines as required).

## **E3. SUSTAINABLE PROCUREMENT PRACTICES**

- E3.1 The Contractor shall only supply devices that achieve Silver registration or higher in the EPEAT (Electronic Product Environmental Assessment Tool) System.
- E3.2 For MFPs and printers, the Contractor shall provide details of their take back program and the recycling of all packaging materials.
- E3.3 The Contractor shall ask the device manufacturer for its brand policy and proof of the manufacturer's involvement in programs aimed to establish a conflict-free supply chain of Tantalum, Tin, Tungsten and Gold (3T+G).
- E3.4 In accordance with EPRA regulation, end of life, the devices shall be disposed of at an approved EPRA (Electronic Product Recycling Association) facility.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE – CITY OF WINNIPEG DEPARTMENTS EXCEPT WINNIPEG POLICE SERVICE LOCATIONS

- 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 following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 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.
- F1.4 Prior to the award of Contact, 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.
- F1.5 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.
- F1.6 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.
- F1.7 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.

### For Community Services Locations (libraries, pools, community centres)

- F1.8 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- F1.8.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm>
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;

- F1.8.2 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.
- F1.9 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 such Work.
- F1.10 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 specified in F1.1.
- F1.11 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.
- F1.12 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 specified in F1.1.
- F1.13 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 satisfactory *Child Abuse Registry Self-Check – Information and Results* obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.14 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Work specified in F1.1.
- F1.15 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.
- F1.16 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 Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Work specified in F1.1.

## **F2. SECURITY CLEARANCE – WINNIPEG POLICE SERVICE LOCATIONS**

- F2.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F2.2 The Contractor shall provide the Winnipeg Police Service with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- F2.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide the following information in a format to be specified by the Winnipeg Police Service:

- (a) A list of names (including maiden names), addresses, dates of birth, phone numbers and occupations/employers of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law, boyfriends, girlfriends and their family members. This includes stepbrothers, stepsisters, half-brothers and half-sisters.
  - (b) A list of names, dates of birth, addresses phone numbers and occupations/employers of at least four (4) of your closest friends.
  - (c) The name of the immediate supervisor, dates of birth, business mailing address, email address, phone number, and occupation or title within their organization,.
  - (d) A list of all past addresses and dates when resided.
  - (e) Identification - photocopies of two valid pieces of government issued identification with at least one piece of photo identification:
    - (a) Photo Identification must be at least one of the following:
      - (i) Driver's License,
      - (ii) Passport,
      - (iii) Permanent Resident Card,
      - (iv) Aboriginal Status Card,
      - (v) Manitoba Public Insurance Identification Card.
    - (b) Second identification can be one of the following:
      - (i) Birth Certificate,
      - (ii) Social Insurance Card
      - (iii) Provincial Health Card,
      - (iv) Citizenship Card,
      - (v) Firearms License,
      - (vi) Immigration Papers,
      - (vii) National Defense Card,
      - (viii) Nexus Card,
      - (ix) FAST CARD from Canada Border Services Agency.
  - (f) A completed Form P-608: Non-WPS Member Security Clearance Check and Confidentiality Agreement form available at [https://www.winnipeg.ca/matmgt/templates/Security\\_Clearance/Security\\_Clearance.stm](https://www.winnipeg.ca/matmgt/templates/Security_Clearance/Security_Clearance.stm). Form P-608 must be signed and dated.
    - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- F2.4 Each individual shall submit the required information and form to the Winnipeg Police Service, Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- F2.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- F2.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.

F2.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform any Work at Winnipeg Police Service facilities.