



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 731-2013

**SUPPLY, INSTALLATION AND ONGOING MAINTENANCE OF A SINGLE TRUE
PRODUCTION CLASS, HIGH-VOLUME, DIGITAL PRINT ENGINE & SCANNER**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY, INSTALLATION AND ONGOING MAINTENANCE OF A SINGLE TRUE PRODUCTION CLASS, HIGH-VOLUME, DIGITAL PRINT ENGINE & SCANNER

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 12, 2013.

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

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

B3. PURPOSE

B3.1 The purpose of this Request for Proposal is to invite Proposals from qualified Bidders for the supply, installation, and ongoing maintenance of a single true Production Class, High-Volume, Digital Print Engine and Scanner.

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

- (a) Provide a single, durable and reliable, true Production Class Print Engine that would be able to handle ALL of the Print Centre's existing digital and conventional offset print volumes plus the anticipated increased volumes on a single device should any/all of the remaining, print technologies fail;
- (b) Increase the overall print volume capacity of the Internal Print Centre;
- (c) Dramatically improve the quality of output over that of the device being removed and the remaining Print Engine;
- (d) Reduce the overall cost of quick copy services.

B4. SITE INVESTIGATION

B4.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site from 10:00 a.m. to 12:00 p.m. on October 29, 2013 to provide Bidders access to the Site.

B4.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4.3 The Bidder is responsible for determining:

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

- (f) all other matters which could in any way affect his/her Proposal or the performance of the Work.

B5. ENQUIRIES

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.
- B5.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B5.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B5.4 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 Bidders by issuing an addendum.
- B5.5 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 Bidder who made the enquiry.
- B5.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B5.7 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

- B6.1 Information provided to a Bidder by the City or acquired by a Bidder 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 Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

- B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B7.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B7.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B7.3 The Bidder 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.

B8. SUBSTITUTES

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

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

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

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

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

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

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

B8.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

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

B8.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder 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 B24.

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

B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B9.8, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B24.1(a).

B9. PROPOSAL SUBMISSION

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

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

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

- (a) Experience of the Bidder;
- (b) Output Samples/Quality;
- (c) Implementation Process;
- (d) Hardware and Software Comprehensive Maintenance Program;
- (e) Proof of Concept;
- (f) Desirable Features.

B9.3 Further to B9.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.

B9.4 Further to B9.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal..

B9.5 Further to B9.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B9.6 Bidders should submit one (1) unbound original (marked "original") and four (4) copies.

B9.7 Bidders are advised not to include any information/literature except as requested in accordance with B9.1.

B9.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B24.1(a).

B9.9 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B9.9.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

B9.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B9.11 Proposals shall be submitted to:

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

B10. PROPOSAL

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

- B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B10.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder 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 Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B10.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B11. DETAILED PRICES

- B11.1 The Bidder shall provide detailed pricing, in Canadian funds, separately for:
- (a) initial purchase of equipment;
 - (b) hardware;
 - (c) software;
 - (d) installation;
 - (e) Initial set-up and configuration;
 - (f) training; and
 - (g) ongoing maintenance;
- B11.2 The Bidder should provide a price, in Canadian funds, for:
- (a) the existing Canon IR-105 to be used against the purchase of the proposed equipment. The City reserves the right to accept or reject this offer.

Ongoing Maintenance Costs

- B11.3 The cost per impression (Click Charge) based on monthly volumes (billed monthly) would be considered as payment for a Comprehensive Maintenance Program covering all components in

the recommended solution including, but not limited to: parts, labour, travel, consumables (except paper and staples), ongoing software updates, firmware updates, ongoing licensing costs, etc.

B11.4 Bidders shall indicate:

- (a) how their pricing applies to mix-plex printing (i.e. where documents have a combination of single sided printing and double sided pages within the same document) and should state whether click charges apply to the blank pages or not; and
- (b) if copy credits are issued for copies spoiled due to equipment malfunction and how copy credits are calculated and applied (i.e. since the maintenance charge or "click charge" is a small percentage of the overall cost of spoilage, does the copy credit include paper, labour, etc.)

B11.5 Bidders shall identify and provide separate fixed costs for any/all consumables that are not covered under the Comprehensive Maintenance Program (Click Charges) such as staples.

B11.5.1 The City will not be responsible for any costs for any maintenance items, consumables, supplies or services that are not identified in the Bidders proposal as "additional cost" items not covered under the Comprehensive Maintenance Program B11.5.

B11.6 The Bidder may recommend optional items or features to add value and assist the Print Centre meeting its current and future needs but have not been specifically requested in this Request for Proposal. These optional items or features may include hardware and/or software (i.e. post process inserter, folder, saddle-stitch binder, etc.).

B11.6.1 Bidders must provide a separate list clearly marked as "optional Items" that describes each optional item in detail along with a separate price for each. The City may, at its sole discretion, purchase any options that may be advantageous to the City during the term of the Contract.

B11.6.2 Optional controller upgrades that may be available and advantageous to the City of Winnipeg should be included in B11.6.1.

B11.7 Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B11.8 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B12. QUALIFICATION

B12.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B12.2 The Bidder 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>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) upon request of the Contract Administrator, obtain Security Clearances in accordance with PART F - .
- B12.4 The Bidder 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 Bidder and of any proposed Subcontractor.
- B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. EXPERIENCE OF BIDDER

- B13.1 Bidders should provide an in depth description of their experience in supply, installation, integration and long term maintenance of true production equipment similar in scope both locally and nationally. The explanation should include, but not be limited, to the following:
- (a) Devices the Bidder has installed, integrated and supports that are similar in scope in the local market;
 - (i) description of the project;
 - (ii) project owner;
 - (iii) reference information (two current names with telephone numbers per project).
 - (b) Number of local qualified service technicians (trained on the specific devices recommended) and their tenure with the Bidders organization
 - (c) Local professional services resources
 - (d) Availability of replacement parts specific to the recommended devices (i.e. local, national, and international).
- B13.1.1 Where applicable, information should be separated into Bidder and Subcontractor listings
- B13.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Bidder and all Subcontractors.

B14. OUTPUT SAMPLES/QUALITY

- B14.1 Bidders should provide two (2) complete sets of output quality samples from equipment identical to that proposed.
- B14.1.1 Appendix A contains the digital file for Bidders for use in producing Output Quality Samples for their Bid Submission. Samples of output from the existing Canon IR-100 can be made available on request by contacting the Contract Administrator.

- (a) Sample Set "A"
 - (i) Bidders should print ten (10) copies of the supplied digital file on each of the three stock types listed in B14.1.1(c);
 - (ii) Each sample sheet should be labelled with the "Bidders Name," "Sample Set A" and "Stock Name."
- (b) Sample Set "B"
 - (i) Bidders should scan one of the Output Quality Samples from "Sample Set A" that was output on the Weyerhaeuser stock. The scanner and software used must be the same as proposed.
 - (ii) Bidders should output ten (10) copies the scanned file on each of the three stock types listed in B14.1.1(c)
 - (iii) Each sample sheet should be labelled with the "Bidders Name," "Sample Set B" and "Stock Name."
 - (iv) Bidders should burn the scanned file to disc and label the disk as "Sample B" and should include the scanner settings used.
- (c) Paper Stocks to be used for Output Quality Samples:
 - (i) Domtar - First Choice Multiuse – 24 lb. Bond – White - 8 ½" x 11";
 - (ii) International Paper – Springhill Digital – Vellum Bristol Cover Digital – 67 lb. – White - 8 ½" x 11";
 - (iii) International Paper – Carolina Coated Cover Digital – 10 pt. C2S – White - 8 ½" x 11".

B14.1.2 Bidders should provide output quality samples as requested in B14 which demonstrates the Print Density (Shade of Toner).

B15. IMPLEMENTATION

B15.1 Bidders should provide an in depth description of their proposed implementation process for all aspects of the proposed solution. The description should include, but not be limited, to the following:

- (a) A detailed list of each of the planned steps for the successful implementation of the recommended solution;
- (b) A detailed Schedule of Work including the timing of each step in the process culminating with the successful completion prior to the critical deadline of December 23, 2013;
- (c) A detailed list of the resources dedicated to the project to ensure a successful installation within the critical timelines set out in the Schedule of Work;
- (d) A detailed description of the training program proposed for the recommended solution including timing, resources, training aids and materials;

B16. HARDWARE AND SOFTWARE COMPREHENSIVE MAINTENANCE PROGRAM

Service Level Agreements

B16.1 Bidders should provide an in depth description of their service level agreements specific to all components in the recommended solution. The explanation should include, but not be limited, to the following:

- (a) Guaranteed response times;
- (b) Guaranteed resolution times;
- (c) Guaranteed up time;
- (d) No lemon Clause.

Comprehensive Maintenance Program

B16.2 Bidders should provide an in depth description of their maintenance program for all components of the recommended solution. The explanation should include, but not be limited, to the following:

- (a) The requested model is an all-inclusive maintenance program for all components of the recommended solution including, but not limited to:
 - (i) A scheduled Preventative Maintenance Plan;
 - (ii) All replacement parts (guaranteed OEM), labour and travel time;
 - (iii) All equipment consumables (with the exception of paper and staples);
 - (iv) All software, firmware updates;
 - (v) Diagnostic and Specialist Support of all components.

B17. PROOF OF CONCEPT

B17.1 The Bidder should describe a Proof of Concept explaining how their recommended solution will work seamlessly with the City's existing Pre-Press Workflow.

B17.1.1 Bidders that cannot provide a Proof of Concept that their recommended solution will work seamlessly with the existing PowerPress workflow, should provide a Proof of Concept of an additional Pre-Press Workflow that would be able to seamlessly integrate with the City's Web Submission Software (Digital StoreFront) and the recommended Print Engine. Data captured in Digital StoreFront should be able to be automatically transferred to the Pre-Press software and Print Engine without human intervention to re-enter data already collected (sometimes referred to as "work flow-through"). Any recommended alternative pre-press hardware/software/licencing installation/configuration/and maintenance fees should be included as part of the proposal submission and be included in the Detailed Prices in accordance with B11.

B17.2 Bidders should provide an in depth description as to how they will conduct and carry out the Proof of Concept. The description should include, but not be limited, to the following:

- (a) Whether the existing or additional Pre-Press workflow Proof of Concept will be explored;
- (b) If the additional Pre-Press workflow will be recommended, it should be presented in detail in your proposal and clearly outline all of the additional requirements including; hardware, software, licensing, maintenance agreements, installation, training and benefits to the City of Winnipeg of the system. It should also detail any impacts to the existing workflow;
- (c) Process and location for creating a suitable test environment;
- (d) Process for confirming that all of the existing attributes of the existing workflow are maintained;
- (e) Process for verifying that any alternate workflow systems proposed will deliver all of the capabilities equal to the latest version of efi's power press;
- (f) Ordering and placement of equipment is contingent on successful proof of concepts.

B18. DESIRABLE FEATURES

Print Controller

B18.1 Bidders should provide an in depth description of the Print Controller for their recommended equipment. The description should include, but not be limited to, degree of compliance with E3 and the following:

- (a) A detailed technical description of each piece of hardware included in the recommendation;
- (b) Identify Operating System;
- (c) A detailed description of any/all software included;
- (d) List all Data Streams / Page Description Languages supported and output resolutions;
- (e) Number of queues supported;

- (f) RIP capacities and limitations (quality output capabilities).

Scanner

- B18.2 Bidders should provide an in depth description of the scanning capabilities of their recommended equipment. The explanation should include, but not be limited, to degree of compliance with E4 and the following:
- (a) A listing of all of all scanning resolutions and their related page processing speeds;
 - (b) The number of sheets of 20 lb. bond the scanner's document feeder is capable of holding;
 - (c) A list of the paper types that the scanner's document feeder process efficiently (i.e. uncoated stock, coated stock, carbonless, etc.);
 - (d) The range of acceptable paper weights that the scanner can process effectively;
 - (e) The ability of the scanner to scan in colour as well as B/W.

Print Engine

- B18.3 Bidders should provide an in depth description of the imaging technology of their proposed equipment. The description should include, but not be limited, to the following:
- (a) Imaging Technology (Laser or LED);
 - (b) Print Resolution Capabilities;
 - (c) Benefits of the recommended solution.
- B18.4 Bidders should provide detailed information confirming their registration capabilities;
- (a) Paper Feeding Technology and Paper Path configuration
 - (i) Bidders should provide an in depth description of the paper feeding technology and the paper path configuration of their recommended equipment and the benefits they provide:

Paper Stocks

- B18.5 Bidders should clearly state any restrictions (i.e. size, weight, speed, etc.) in processing any/all of these paper stocks. The description should include, but not be limited, to the following:
- (a) Uncoated - Bond, Offset;
 - (b) Uncoated Cover weight stocks - Bristol, Cover, Index;
 - (c) Gloss Coated - text weights;
 - (d) Gloss Coated - cover weights;
 - (e) Matte Coated - text weights;
 - (f) Matte Coated – cover weights;
 - (g) Carbonless;
 - (h) Non Laminated Tab stock – printed body and tab;
 - (i) Laminated Tab and Spine Tab stock – printed body and laminated tab;
 - (j) Transparencies;
 - (k) Pre-printed baserun stocks;
 - (l) Self-adhesive/ Gummed stocks;
 - (m) Perforated stocks;
 - (n) Textured/embossed stocks;
 - (o) Specialty stocks (i.e. - Pre Die-cut, pop-out, fold-up promo items, etc.);
- B18.5.1 Bidders should clearly describe any/all paper stock restrictions or limitations in the processing at any point through the device as recommended.

- B18.5.2 Further to B18.5(i), Bidders should confirm that the recommended equipment is capable of reliably and consistently printing crisp, clear, solid, type on the laminated tab portion of laminated tab stock.
- B18.5.3 Further to B18.5(j) Bidders should confirm that the recommended equipment is capable of reliably and consistently imprinting on pre-printed baserun stock without issue (i.e. rewetting of pre-printed ink, smudging, marking, colour transfer, or any issues affecting the duty cycles, etc.).
- B18.5.4 Bidders should provide an in depth description of the paper stocks that the recommended equipment is capable of handling efficiently.

Print Speeds

- B18.6 Bidders should provide an in depth description of the print speeds capable of their recommended equipment. The explanation should include, but not be limited, to the following:
- (a) A matrix of maximum print speed for each of the following four paper sizes (being 8 ½" x 11", 8 ½" x 14", 11 x 17", plus the maximum sheet size available for throughput on the recommended equipment) for each of the following paper types: Note – the throughput direction should be marked for each category listed below as "long edge" or "short edge";
 - (i) Uncoated - Bond, Offset weight stocks;
 - (ii) Uncoated Cover weight stocks - Bristol, Cover, Index;
 - (iii) Gloss Coated - text weights;
 - (iv) Gloss Coated - cover weights;
 - (v) Matte Coated - text weights;
 - (vi) Matte Coated – cover weights;
 - (b) A matrix of maximum print speed for each of two paper sizes (being 8 ½" x 11", 8 ½" x 14") for each of the following paper types: Note – the throughput direction should be marked for each category listed below as "long edge" or "short edge."
 - (i) Carbonless;
 - (ii) Transparencies;
 - (iii) Pre-printed baserun stocks;
 - (iv) Perforated stocks;
 - (v) Self-adhesive/ Gummed stocks;
 - (vi) Specialty stocks (i.e. - Pre Die-cut, pop-out, fold-up promo items, etc.);
 - (c) A listing of the maximum print speed for each of the two types of tabs listed (standard - reverse collated bank of 5).
 - (i) Non Laminated Tab stock – printed body and tab;
 - (ii) Laminated Tab and Spine Tab stock – printed body and laminated tab;
- B18.6.1 Bidders should clearly describe any conditions/features/options that will slow the device down from full machine rated speed (i.e. certain stocks/weights in any of post print accessories such as staplers, stackers, punches, etc.).

Paper Weights

- B18.7 Bidders should provide an in depth description of the minimum and maximum paper weights for each of the categories listed in B18.5(a) to B18.5(o) for their recommended equipment. The description should include, but not be limited, to the following:
- (a) Minimum and maximum paper weights for each of the paper drawers in the recommended solution;
 - (b) Minimum and maximum paper weights for any/all post print accessories of the recommended solution (i.e. stackers, hole punches, etc.).

Paper Drawers

- B18.8 Bidders should provide an in depth description of the capabilities and capacities of each of the Paper Drawers in their recommended solution. The description should include, but not be limited to, degree of compliance with E8:

Hole Puncher

- B18.9 Bidders should provide an in depth description of hole punching capabilities of their recommended equipment. The description should include, but not be limited to, degree of compliance with E9 and the following:
- (a) Acceptable Paper Stock Weights;
 - (b) Acceptable paper sizes;
 - (c) Rated speed of in-line punch (i.e. full machine rated speed or detailed list of any/all exceptions);
 - (d) Number of dies available and a detailed description of each.

Finisher / Stapler / Stacker

- B18.10 Bidders should provide an in depth description of the Finisher/Stapler/Stacker capabilities included in their proposed equipment. The description should include, but not be limited, to the following:
- (a) Minimum and maximum number of 20 lb. bond pages that can be stitched;
 - (b) Number and placement/orientation of staple options;
 - (c) Fixed length staples or variable length staples;
 - (d) Ability to produce sub-set stapling;
 - (e) Number of trays and ability to unload while running;
 - (f) Top exit/tray;
 - (g) Straight and Offset Stacking;
 - (h) Sheet sizes and capacities.

High Capacity Stacker

- B18.11 Bidders should provide an in depth description of the High Capacity Stacker capabilities included in their proposed equipment. The description should include, but not be limited, to the following:
- (a) Total capacity of the stacker based on 20 lb. bond;
 - (b) Total capacity of the top tray (if applicable) based on 20 lb. bond;
 - (c) Minimum and maximum acceptable paper sizes;
 - (d) Minimum and Maximum acceptable paper weights.
 - (e) Ability to produce straight and offset stacking.

Performance

- B18.12 Bidders should provide an in depth description of the performance capabilities of their proposed equipment. The description shall include, but not be limited, degree of compliance with E12:

Electrical Requirements

- B18.13 Bidders should provide an in depth description of the electrical requirements of all components of their recommended equipment.

Physical Space / Site Requirements

- B18.14 Bidders should provide an in depth description of the Site requirements of all components of their proposed equipment. The explanation should include, but not be limited, to the following:
- (i) Physical space required for the components in the recommended solution;
 - (ii) Minimum "clear areas" around equipment that may be required for servicing;
 - (iii) Any venting or ducting requirements/recommendations for any of the components;
 - (iv) Any controlled environment requirements (i.e. humidity requirements).

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B19.1 Proposals will not be opened publicly.
- B19.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder 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/>
- B19.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B19.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B20. IRREVOCABLE OFFER

- B20.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B21. WITHDRAWAL OF OFFERS

- B21.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B21.1.1 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.
- B21.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B21.1.3 If a Bidder 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 Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B21.1.3(b), declare the Proposal withdrawn.
- B21.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B20.2 shall be liable for such damages as

are imposed upon the Bidder 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.

B22. INTERVIEWS

B22.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B23. NEGOTIATIONS

B23.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B23.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B23.3 If, in the course of negotiations pursuant to B23.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B24. EVALUATION OF PROPOSALS

B24.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Detailed Prices 40%;
- (d) Experience of the Bidder 5%;
- (e) Output Samples/Quality 10%;
- (f) Implementation Process 5%;
- (g) Hardware and Software Comprehensive Maintenance Program 5%;
- (h) Proof of Concept 10%;
- (i) Desirable Features 25%;
- (j) economic analysis of any approved alternative pursuant to B8.

B24.2 Further to B24.1(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.

B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.

B24.4 Further to B24.1(c), Detailed Prices shall be evaluated based on Detailed Prices submitted in accordance with B11 minus the proposed offer submitted in accordance with B11.2.

- B24.4.1 In the event the City decides to reject the offer submitted in accordance with B11.2, the Detailed Prices will be evaluated solely on the information submitted in response to B11.1
- B24.4.2 Optional items, submitted in response to B11.6, will not be included in the evaluation of price.
- B24.5 Further to B24.1(d), Experience of the Bidder shall be evaluated considering the information submitted in response to B9.2 and B13.
- B24.6 Further to B24.1(e), Output Samples/Quality shall be evaluated considering the information submitted in response to B9.2 and B14.
- B24.7 Further to B24.1(f), Implementation Process shall be evaluated considering the information submitted in response to B9.2 and B14.1.2.
- B24.8 Further to B24.1(g), Hardware and Software Comprehensive Maintenance Program shall be evaluated considering the information submitted in response to B9.2 and B16.
- B24.9 Further to B24.1(h), Proof of Concept shall be evaluated considering the information submitted in response to B9.2 and B17.
- B24.10 Further to B24.1(i), Desirable Features shall be evaluated considering the information submitted in response to B9.2 and B18.
- B24.11 This Contract will be awarded as a whole.
- B24.12 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B24.13 Reference checks to confirm information provided may not be restricted to only those submitted, and may include organizations known to have done business with the person or organization submitting a proposal.

B25. AWARD OF CONTRACT

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B25.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B25.2.1 Without limiting the generality of B25.2, 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.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B25.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

- B25.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B25.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) 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
- 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. BACKGROUND

D2.1 The following is provided for information only:

- (a) Role - The main role of the Print Centre is to provide its clients with easily accessible, high speed, high quality print reproduction and bindery services for any or all of their time sensitive or confidential documents at an economical cost.
- (b) Clients - The Internal Print Centre provides printed materials for all Civic Departments, Special Operating Agencies and Elected Officials.
- (c) Volumes – The B/W print volumes of the Internal Print Centre are approximately 12,000,000 impressions annually with approximately 50% being digital copies produced on existing digital printers and 50% being produced on a conventional offset press with peak volumes of approximately 1,400,000 month based on a single shift. Note: Volumes are typically higher on an election year.
- (d) Anticipated Volumes – The City is actively promoting Departments to reduce costs and employee time by forwarding larger print volume orders to the Internal Print Centre versus employees printing on smaller departmental devices. Redirected volumes could represent an increase of up to one million impressions.
- (e) The current Version of PowerPress running in the Print Centre is: Power Press Version # 7.5 Build # 8436.

D3. SCOPE OF WORK

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

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

- (a) This solution shall integrate seamlessly into the existing variable data workflow of the Print Centre. The solution should also integrate seamlessly with the existing Pre-Press workflow and shall integrate with the existing web based job submission system (efi's Digital StoreFront).
- (b) The removal of the existing mid-volume, light production Canon IR-105 from the Internal Print Centre.

D3.2.1 The removal of the existing mid-volume, light production Canon IR-105 from the Internal Print Centre and safe delivery to:

- (a) an alternate City of Winnipeg location, or
- (b) should the City accept the Contractor's proposed credit value for the existing Canon IR-105, the Contractor takes full possession of the Canon IR-105 at the time of removal.

Proof of Concept

D3.3 The Contractor shall provide a Proof of Concept for the seamless integration with the City's existing Mapping Output Manager (MOM) variable data workflow.

- D3.3.1 Proof of Concept for the seamless integration with the City's existing "Power Press" pre-press workflow; or Proof of Concept of an additional Pre-Press Solution that would seamlessly integrate with the City's existing Web Submission tool (Digital StoreFront) and the recommended print engine.
- D3.4 The Proof of Concept shall be an on-site demonstration, and shall be carried out using actual City of Winnipeg files being output on the specific make and model of equipment recommended. The City currently uses the efi's "PowerPress" Pre-Press Workflow.

Training

- D3.5 The following training shall be provided:
- (a) Key Operator Training shall be provided on-site for a minimum of four (4) staff. The key operator training shall ensure that the operators have the appropriate skill sets required to competently operate all of the necessary hardware and software. The Key operators shall be trained to a level where they can train others on the day-to-day operation of the equipment.
- D3.6 Administration Training shall be provided on-site for a minimum of two (2) staff. The training shall cover all of the administrative functionality including configuring relative areas of the solution. Administrators shall be trained to a level of being able to train others as needed.
- D3.7 The Work shall be done on an "as required" basis during the term of the Contract.
- D3.7.1 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.
- D3.7.2 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.
- D3.8 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. Bidders are advised that monies have been approved for work up to and including December 31, 2013.
- D3.9 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.
- D3.10 The City intends to award this Contract by November 27, 2013.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) "**Average Monthly Volume**" means the estimate of # of impressions that can be run each and every month while maintaining an acceptable MCBC"
 - (b) "**Click Charge**" means the ongoing maintenance and supplies costs associated with the print engine and associated peripherals. The cost generally covers all, hardware, software, licencing and all consumables with the exception of staples. The cost is generally charged as a cost per image or impression with one impression being the image placed on one side of one sheet of paper regardless of paper size.
 - (c) "**Continuous Run**" means the capability of a print engine to continuously feed paper by automatically switching between paper trays to allow for the operator to reload paper without stopping the print engine;
 - (d) "**Lifetime of the Equipment**" is typically expressed by the manufacturer as the total number of impression in the expected life of the device. It is sometimes expressed as a combination of number of years and total number of impressions (i.e. "X" years or "X" copies);

- (e) **“Maximum Monthly Volume”** means the manufacturers estimate of how many impression can be run in ONE month while still maintaining an acceptable MCBC;
- (f) **“MCBC - Mean (average) Copies Between (service) Calls”** means the manufacturers recommended number of impressions between regular maintenance service calls for a specific print engine. This is sometimes referred to as the “Service Interval”;
- (g) **“On–line function”** means any function of the printing/binding process that is totally automated and that can be produced entirely by the Print Engine and its attachments;
- (h) **“Ordered stock recovery”** means the ability of the print engine to automatically maintain the correct order of pre-collated stocks (such as NCR or Tab Sets) after a paper jam;
- (i) **“Paper Catalogue”** means a specific set of names given to specific paper stocks to identify them when used in specific input paper drawers of the Print Engine. These are important setting used for drawing the correct stock from the correct drawer and are also important for stock “roll-over” for continuous feeding. Typically paper catalogues are matched between the Pre-Press Software and the Print Engines.
- (j) **“Paper Deck”** means a component of the device that contains a paper tray and/or paper drawer, or a series of paper drawers, which may be a standard part of the marking engine, or may be an additional or optional paper deck for high-capacity drawers.
- (k) **“Paper Drawer”** means an individual, fully concealable paper input drawer that feeds paper into the marking engine. Open trays such as; bypass trays, or post-print inserting drawers would not be considered as Paper Drawers.
- (l) **“Post-Print Inserter”** means a component of the device that includes a tray and/or drawer, or series of drawers for inserting paper into the paper path after the point of the marking engine;
- (m) **“Post-Print Paper Insertion Drawer”** means an individual, fully concealable paper input drawer that feeds paper into the paper path after the point of the marking engine.
- (n) **“Subset Stapling”** means the ability to staple selected subsets within one document on-line, without separating the job;
- (o) **“True Production” or “True Production Class”** when referring to a Print Engine means a digital print engine that is built with the sole intention of being capable of producing very high volumes (at full machine rated speed) for mission critical work, reliably, day in and day out on a 24 hour basis. True production print engines would be capable of running 24 hours a day, seven days a week if required. True production equipment will have a much greater life expectancy than light production or mid production class print engines.
- (p) **“User”** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (q) **“Work Flow-through”** means the ability to capture information one time, and automatically transfer that information through the entire print process (i.e. specific job instructions collected in a web submission tool can be automatically transferred into the Pre-Press software and further passed directly to the Print Engine.

D4.2 Notwithstanding C1.1, when used in this Request for Proposal:

- (a) **“Work”** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (b) **“Working Day”** means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

John Armitage
Supervisor of Printing, Graphics and Mail Services

Telephone No. 204 986-2469

Facsimile No. 204 956-4502

E-mail: jarmitage@winnipeg.ca

D5.2 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.

D5.3 Bids Submissions must be submitted to the address in B9.11.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg

Chief Financial Officer

Facsimile No.: 204 949-1174

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. SAFE WORK PLAN

D9.1 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.

D9.2 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>

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) 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, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) 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;

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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.

D10.4 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.

D10.5 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.

D11. PERFORMANCE SECURITY

D11.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D11.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

D12. SUBCONTRACTOR LIST

D12.1 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

D13. COMMENCEMENT

- D13.1 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.
- D13.2 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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11;
 - (vi) the Subcontractor list specified in D12;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D14. DELIVERY

- D14.1 Goods shall be delivered by December 23, 2013, f.o.b. destination, freight prepaid to:
Printing Services
Lower Level, Council Bldg.
510 Main Street
Wpg., MB R3B
- D14.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her/her designate, at least two (2) Business Days before delivery.
- D14.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D14.4 The Contractor shall off-load goods as directed at the delivery location.

D1. ORDERS

- D1.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D2. RECORDS

- D2.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D2.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D2.3 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.

D3. INVOICES

D3.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:

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

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

D3.2 Invoices must clearly indicate, as a minimum:

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

D3.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D3.4 Bids Submissions must be submitted to the address in B9.11.

D4. PAYMENT

D4.1 Further to C11, payment for items listed in B11.1(a) to B11.1(f) will not be considered until after successful Proof of Concept.

D4.2 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D4.3 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D5. WARRANTY

D5.1 Notwithstanding C12, the warranty period shall begin on the date of Total Performance and shall expire at the end of the Contract term.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 731-2013

SUPPLY, INSTALLATION AND ONGOING MAINTENANCE OF A SINGLE TRUE PRODUCTION CLASS,
HIGH-VOLUME, DIGITAL PRINT ENGINE & SCANNER

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D11)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 731-2013

SUPPLY, INSTALLATION AND ONGOING MAINTENANCE OF A SINGLE TRUE PRODUCTION CLASS, HIGH-VOLUME, DIGITAL PRINT ENGINE & SCANNER

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8.
- E1.3 The Bidder's proposed model for ongoing maintenance shall be a one cost, all in, per impression solution (one image on one side of any applicable size sheet).
- E1.4 All equipment must be new and cannot contain and remanufactured parts. Reconditioned, refurbished or remanufactured equipment will not be accepted.

E2. PROOF OF CONCEPT

- E2.1 The Contractor must provide a Proof of Concept that their recommended solution will work seamlessly with the City's existing Variable Data Workflow. The Proof of Concept must be in the form of an on-site demonstration, and must be carried out using actual City of Winnipeg data files being produced on the specific make and model of equipment recommended in their submission. The City currently uses a Variable Data Workflow that incorporates a Mapping Suite Software called Mapping Output Manager (MOM). Any/all modifications, if required, to the MOM software must be handled by Mapping Suite as a subcontractor of the Contractor, and paid for by the Contractor.

E3. PRINT CONTROLLER

- E3.1 The Print Controller must have sufficient capacity to process extremely large files (regardless of page language) to enable the Print Engine to continuously run at full machine rated speed;
- E3.2 Due to the wide range printed products produced by the internal Print Centre, the Controller must be configured to produce the highest quality output possible from the Print Engine;
- E3.3 The Controller must support a variety of page description languages including; Post Script, PDF, PCL, and TIFF;
- E3.4 Must have the capability of Automatic Page Level Recovery sometimes referred to as "Ordered stock recovery";
- E3.5 Must have the ability to securely purge old data from all memory to protect sensitive data from being accessible or accidentally printed once the file has been deleted (i.e. a data overwrite security application);

E4. SCANNER

- E4.1 The Print Engine must include either an integrated or on-line scanner.
- E4.2 The scanner must:
 - (a) be capable of Duplex Scanning (scanning both sides of a sheet in one pass);
 - (b) be able to feed and scan sheet sizes of up to 11" x 17" or larger;
 - (c) be able to scan to; JPEG, TIFF, PDF, Multi-page PDF, and Searchable PDF;
 - (d) be able to efficiently process originals that have been 3-hole punched.

E5. PRINT ENGINE

- E5.1 Toner colour shall be a rich black and of similar shade to the existing Canon IR-110 output to allow for job splitting. Toner shall not be gray.
- E5.2 Print registration capabilities must be +/- .65mm from sheet to sheet and front to back or better;

E6. PAPER STOCK

- E6.1 Equipment shall be capable of effectively processing paper stock items listed below:
- (a) Uncoated - Bond, Offset;
 - (b) Uncoated Cover weight stocks - Bristol, Cover, Index;
 - (c) Gloss Coated - text weights;
 - (d) Gloss Coated - cover weights;
 - (e) Matte Coated - text weights;
 - (f) Matte Coated – cover weights;
 - (g) Carbonless;
 - (h) Non Laminated Tab stock – printed body and tab;
 - (i) Laminated Tab and Spine Tab stock – printed body and laminated tab;
 - (j) Transparencies;
 - (k) Pre-printed baserun stocks;
 - (l) Self-adhesive/ Gummed stocks;
 - (m) Perforated stocks;
 - (n) Textured/embossed stocks;
 - (o) Specialty stocks (i.e. - Pre Die-cut, pop-out, fold-up promo items, etc.);

E7. PRINT SPEEDS

- E7.1 Print engine speed shall be a minimum of 135 pages per minute (ppm) based on an 8 ½" x 11" sheet of 20 lb. bond printed single sided.

E8. PAPER DRAWERS

- E8.1 The equipment shall have a minimum of 7 dedicated pre-marking-engine Paper Drawers. This does not include any type of trays (i.e. top tray or by-pass tray, etc.).
- E8.2 The equipment shall have a minimum of 6 pre-marking-engine Paper Drawers capable of feeding paper sizes of 12.5" x 18.5" or larger.
- E8.3 The equipment shall not include any Paper Drawers that hold less than 550 sheets of 20 lb. bond and no more than two Paper Drawers that hold a less than 1,000 sheets of 20 lb. bond.
- E8.4 All Paper Drawers shall be able to be named in a Paper Catalogue within the Print Engine/Controller and able to be synchronized with the Paper Catalogue in PowerPress or additional Pre-Press workflow. Paper Drawers shall be able to be named to allow for "roll-over" for continuous feed from other same-named drawers.

E9. HOLE PUNCHER

- E9.1 The equipment shall include an in-line hole punch that that has the ability for machine operators to easily interchange a wide variety of specialty punches (dies) that suit various types of bindings.

E9.2 The solution shall include at a minimum, 3 interchangeable punch dies; being a GBC Cerlox die, a GBC Spiral Coil Die, and a Standard 3-hole Punch die.

E10. FINISHER/STAPLER/STACKER

E10.1 The equipment shall include an in-line finisher/stapler/stacker.

E11. HIGH CAPACITY STACKER

E11.1 The equipment shall include a high capacity stacker.

E12. PERFORMANCE

E12.1 The equipment:

- (a) shall have a minimum guaranteed life expectancy of 10 years;
- (b) shall have a MCBC of 250,000 or more;
- (c) shall have an Average Monthly Recommended Volume (AMRV) of 750,000 or more;
- (d) shall be able to consistently handle monthly volumes in excess of one million copies based on a single shift as and when required;
- (e) should be designed to run at full capacity for lengthy periods of time.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate 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: <http://www.commissionaires.mb.ca/> .
- F1.2 Prior to the commencement of any Work, 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 Criminal Record Search Certificate 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.
- F1.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 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 criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.