



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 121-2025

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 A Colour, Production Class, Digital Print Engine with Booklet-Maker

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 30, 2025.

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Print Centre (Lower Level, Council Building, 510 Main Street) at 11:00 am to 12:00 pm on June 3, 2025 to provide Proponents access to the Site.

B3.2 The Proponent is advised that they are responsible for determining:

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

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B3.4 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D7.1.

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.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX 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 10 of Form A: Bid/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 D7.

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 five (5) 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 their 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 they wish 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 their 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 B26.
- 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: Bid/Proposal; and
 - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
 - (b) On-going Cost Factors (Section D), in accordance with B12;
 - (c) Project Schedule (Section E) in accordance with B13.
 - (d) Output Samples/Quality (Section F) in accordance with B14;
 - (e) Hardware and Software Comprehensive Maintenance Program (Section G) in accordance with B15;

- (f) Training (Section H) in accordance with B16; and
 - (g) Desirable Features (Section I) in accordance with B17.
- 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 shall submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and three (3) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.6 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B8.7 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.7.1 Proposals will **only** be accepted electronically through MERX.
- B8.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B26.1(a).
- B8.9 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: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their 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: Bid/Proposal should be entered 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 Prices on Form B: Prices shall include:

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

B10.1.2 Notwithstanding C12.2.3, 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).

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B11.1 Proposals should include:

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

B11.1.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B11.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B12. ON-GOING COST FACTORS (SECTION D)

B12.1 Proponents shall indicate:

- (a) how their pricing applies to mix-plex printing (i.e. where documents have a combination of single sided printing and double-sided pages within the same document) and should state whether the cost of impressions 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 "cost of impression" is a small percentage of the overall cost of spoilage, does the copy credit include paper, labour, etc.)

B12.2 Proponents shall identify and provide separate fixed costs for any/all consumables that are not covered under the Comprehensive Maintenance Program (cost of impressions) such as staples.

B12.3 The City will not be responsible for any costs for any maintenance items, consumables, supplies or services that are not identified in the Proponent's proposal as "additional cost" items not covered under the Comprehensive Maintenance Program B11.5.

B12.4 The Proponent may recommend optional items or features to add value and assist the Print Centre meeting its current and future needs but have not been specifically requested in this Request for Proposal. These optional items or features may include hardware and/or software (i.e. post process inserter, folder, puncher, etc.).

B12.4.1 The Proponents may provide a separate list marked as "OPTIONAL EQUIPMENT PRICES" that describes each optional item in detail along with a separate price for each. The City may, at its sole discretion, purchase any options that may be advantageous to the City during the term of the Contract.

B12.4.2 Any items stated as "Optional Equipment Prices" shall not be included in the evaluation of this Request for Proposal.

B12.4.3 Optional Equipment that may be available and advantageous to the City of Winnipeg should be included as described in B10.5.1.

- (a) Optional Equipment Prices are for information purposes only and will not be evaluated.

B13. PROJECT SCHEDULE (SECTION E)

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 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.

B14. OUTPUT SAMPLES/QUALITY (SECTION F)

B14.1 Proponents should provide four (4) complete sets of output quality samples from equipment identical to that proposed. This is to be delivered to the Contract Administrator no later than noon (12:00pm) on June 20th, 2025.

- B14.1.1** Appendix A – Colour Test Page 11 x 17 contains the digital file for Proponents to use in producing Output Quality Samples for their Bid Submission.
- (a) Sample Set “A”
 - (i) Proponents should print ten (10) copies of the supplied digital file on each of the three stock types listed in B14.1.1(b);
 - (ii) Each sample sheet should be labelled with the “Proponents Name,” “Sample Set A” and “Stock Name.”
 - (b) Paper Stocks to be used for Output Quality Samples (no substitutes will be accepted):
 - (i) Hammermill Laser Print– 24 lb. Bond – White – 11” x 17”;
 - (ii) Domtar – Cougar Digital Cover – 65 lb. – White – 11” x 17”;
 - (iii) International Paper – Tango Coated Cover Digital – 10 pt. C2S – White – 11” x 17”.

B15. HARDWARE AND SOFTWARE COMPREHENSIVE MAINTENANCE PROGRAM (SECTION G)

B15.1 Service Level (Comprehensive Maintenance Program) Agreements

- (a) Proponents should provide an in-depth description of their service level agreements (comprehensive maintenance Program) specific to all components in the recommended solution. The explanation should include, but not be limited, to the following:
 - (i) Guaranteed response times from time of Service Call placed;
 - (ii) Guaranteed resolution times from the time of Service Call placed;
 - (iii) Guaranteed up time; and
 - (iv) No Lemon Clause.
- (b) A five-year history of Comprehensive Maintenance Program (as defined in D6) achieved as they relate to response times and resolution times regarding any existing production equipment currently maintained for the City of Winnipeg (if applicable).

B15.2 Comprehensive Maintenance Program

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

B16. TRAINING (SECTION H)

- B16.1** Proponents should provide an in depth description of the training provided for their recommended solution. The description should include, but not be limited to, the degree of compliance with E2.4 and the following:

- (a) The amount of training included (i.e. number of hours or days)
- (b) Training aids provided (i.e. books, manuals, webinar, online courses, etc.)

- (c) The amount of training time specifically related to colour management, including:
 - (i) Application colour management;
 - (ii) Printer colour management; and
 - (iii) Colour management theory.
- (d) Ongoing training as requested (i.e. for new staff, cost if applicable, etc.).

B17. DESIRABLE FEATURES (Section I)

Print Controller

- B17.1 Proponents should provide an in-depth description of the Print Controller for their recommended equipment. The description should include, but not be limited to, degree of compliance with E2.2(i) and the following:
- (a) A detailed technical description of each piece of hardware included in the recommendation;
 - (b) Identify Operating System;
 - (c) A detailed description of any/all software included;
 - (d) List all Data Streams / Page Description Languages supported;
 - (e) Detailed output resolution capabilities;
 - (f) Number of queues supported; and
 - (g) RIP capacities and limitations (quality output capabilities and any effect on maximum print speeds if applicable).

Print Engine

- B17.2 Proponents should provide an in-depth description of the imaging technology of their proposed equipment. The description should include, but not be limited, to the following, including specifications outlined in E2.2(b):
- (a) Imaging Technology (Laser or LED);
 - (b) Print Resolution Capabilities (a list of resolution output capabilities and effect on maximum print speeds if applicable); and
 - (c) Benefits of the recommended solution.
- B17.3 Proponents should provide detailed information confirming their registration capabilities including but not limited to:
- (a) Sheet to sheet registration;
 - (b) Front to back registration; and
 - (c) Register process.
- B17.4 Proponents should provide detailed information confirming their paper feeding technology and paper path configuration including but not limited to;
- (a) Proponents should provide an in-depth description of the paper feeding technology and the paper path configuration of their recommended equipment and the benefits they provide.

Paper Stocks

- B17.5 Proponents should clearly state any restrictions (i.e. size, weight, speed, etc.) in processing any/all of these paper stocks. The description should include, but not be limited, to the following E2.2(e):
- (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 base run stocks;
 - (l) Self-adhesive/ Gummed stocks;
 - (m) Perforated stocks;
 - (n) Textured/embossed stocks; and
 - (o) Specialty stocks (i.e. - Pre-Die-cut, pop-out, fold-up promo items, etc.).
- B17.5.1 Proponents should clearly describe any/all paper stock restrictions or limitations (i.e. size, weight, speed, etc.) in the processing at any point through the recommended device.
- B17.5.2 In addition to the list mentioned in B17.5, Proponents should provide an in-depth description of any additional paper stocks that the recommended equipment is capable of handling efficiently.
- B17.5.3 Proposals with little or no restrictions or limitations will be evaluated more favourably.

Print Speeds

- B17.6 Proponents should provide an in-depth description of the print speeds capable of their recommended equipment. The description should include, but not be limited to, degree of compliance with in E2.2(c) and the following:
- (a) A spreadsheet of maximum print speed for each of the following four paper sizes (being 8 ½" x 11", 8 ½" x 14", 11 x 17", plus the maximum sheet size available for throughput on the recommended equipment) for each of the following paper types: Note – the throughput direction should be marked for each category listed below as "long edge" or "short edge":
 - (i) Uncoated - Bond, Offset weight stocks;
 - (ii) Uncoated Cover weight stocks - Bristol, Cover, Index;
 - (iii) Gloss Coated - text weights;
 - (iv) Gloss Coated - cover weights;
 - (v) Matte Coated - text weights; and
 - (vi) Matte Coated – cover weights.
 - (b) A spreadsheet of maximum print speed for each of two paper sizes (being 8 ½" x 11", 8 ½" x 14") for each of the following paper types: Note – the throughput direction should be marked for each category listed below as "long edge" or "short edge."
 - (i) Carbonless;
 - (ii) Transparencies;
 - (iii) Perforated stocks;
 - (iv) Self-adhesive/ Gummed stocks; and
 - (v) Specialty stocks (i.e. - Pre-Die-cut, pop-out, fold-up promo items, etc.).
- B17.6.1 Proponents should clearly describe any conditions/features/options that will slow the device down from full machine rated speed (i.e. certain stocks/weights in any of post print accessories such as staplers, stackers, punches, etc.).

Paper Weights

B17.7 Proponents should provide an in-depth description of the minimum and maximum paper weights for each of the categories listed in B17.5 for their recommended equipment. The description should include, but not be limited to, the following:

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

Paper Drawers

B17.8 Proponents should provide an in-depth description of the capabilities and capacities of each of the Paper Drawers in their recommended solution. The description should include, but not be limited to, degree of compliance with **E2.2(d)**:

- (a) The capacity of each of the paper drawers in the recommended solution based on 20# bond;
- (b) The minimum and maximum sheet size in each of the paper drawers in the recommended solution; and
- (c) The method of feeding paper from each drawer (i.e. Vacuum assist).

Hole Puncher

B17.9 Proponents should provide an in depth description of hole punching capabilities of their recommended equipment. The description should include, but not be limited to, degree of compliance with **E2.2(f)** and the following:

- (a) Acceptable Paper Stock Weights;
- (b) Acceptable paper sizes;
- (c) Rated speed of in-line punch (i.e. full machine rated speed or a detailed list of any/all exceptions); and
- (d) Number of user interchangeable dies available and a detailed description of each.

Finisher / Stapler / Stacker

B17.10 Proponents should provide an in-depth description of the Finisher/Stapler/Stacker capabilities included in their proposed equipment. The description should include, but not be limited to **E2.2(g)** and the following:

- (a) Cost per staple;
- (b) Minimum and maximum number of 20 lb. bond pages that can be stitched;
- (c) Number and placement/orientation of staple options;
- (d) Fixed length staples or variable length staples;
- (e) Ability to produce sub-set stapling;
- (f) Number of trays and ability to unload while running;
- (g) Top exit/tray;
- (h) Straight and Offset Stacking; and
- (i) Sheet sizes and capacities.

Booklet-Maker

B17.11 Proponents should provide an in-depth description of the Booklet-Maker capabilities included in their proposed equipment. The description should include but not be limited to **E2.2(h)** and the following:

- (a) Total capacity of the booklet maker based on 20 lb. bond;
- (b) Minimum and maximum acceptable paper sizes; and

- (c) Minimum and Maximum acceptable paper weights.

Performance

- B17.12 Proponents should provide an in-depth description of the performance capabilities of their proposed equipment. The description should include, but not be limited to the following:
- (a) The manufacturer's stated guaranteed life expectancy of the proposed equipment (i.e. years, impressions);
 - (b) The manufacturer's stated minimum MCBC of the proposed equipment;
 - (c) The manufacturer's stated Average Monthly Recommended Volume (AMRV) of the proposed equipment; and
 - (d) The manufacturer's stated maximum monthly volumes the proposed equipment is capable of consistently handling based on a single shift.

Electrical Requirements

- B17.13 Proponents should provide an in-depth description of the electrical requirements of all components of their recommended equipment.

Physical Space / Site Requirements

- B17.14 Proponents should provide an in-depth description of the Site requirements of all components of their proposed equipment. The explanation should include, but not be limited, to the following:
- (a) Physical space required for the components in the recommended solution;
 - (b) Minimum "clear areas" around equipment that may be required for servicing;
 - (c) Any venting or ducting requirements/recommendations for any of the components; and
 - (d) Any controlled environment requirements (i.e. humidity requirements).
- B17.14.1 See Appendix B – Print Shop Layout for current configuration of the Print Shop.

Colour Management

- B17.15 Proponents should provide an in-depth description of the colour management services they offer but not limited to:
- (a) The ability to create custom colour output profiles for multiple production colour devices (2 devices);
 - (b) The method used in measuring colour differences and the way of validating the output from multiple devices; and
 - (c) The process used to ensure accurate colour consistency over time.

B18. DISCLOSURE

- B18.1 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.
- B18.2 The Persons are:
- (a) Xerox – general information on various models and features;
 - (b) WBM – general information on various models and features; and
 - (c) Konica Minolta – general information on various models and features.

B19. CONFLICT OF INTEREST AND GOOD FAITH

B19.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B19.2 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 their 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.

B19.3 In connection with their Proposal, each entity identified in B19.2 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.

B19.4 Without limiting B19.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B19.5 Without limiting B19.3, 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 their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their 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 their 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 B19.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Proponent if the Proponent, or one of their 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.

B19.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B20. QUALIFICATION

B20.1 The Proponent shall:

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

B20.2 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B20.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B20.5 and D8).

B20.4 Further to B20.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>.

- B20.5 Further to B20.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B20.6 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.
- B20.7 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.

B21. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B21.1 Proposals will not be opened publicly.
- B21.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B21.3 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).
- B21.3.1 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.
- B21.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B22. IRREVOCABLE OFFER

- B22.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid/Proposal.
- B22.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly formed and the contract security have been 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: Bid/Proposal.

B23. WITHDRAWAL OF OFFERS

- B23.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B24. INTERVIEWS

- B24.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B25. NEGOTIATIONS

- B25.1 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.
- B25.2 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.
- B25.3 If, in the course of negotiations pursuant to B25.2, 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.

B26. EVALUATION OF PROPOSALS

- B26.1 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 B20: (pass/fail)
 - (c) Total Bid Price; 40%
 - (d) Experience of Proponent and Subcontractor; (Section C) 2%
 - (e) On-going Cost Factors; (Section D) 3%
 - (f) Project Schedule; (Section E) 2%
 - (g) Output Samples/Quality; (Section F) 20%
 - (h) Hardware and Software Comprehensive Maintenance Program; (Section G) 15%
 - (i) Training; (Section H) 5%
 - (j) Desirable Features (Section I) 13%
- B26.2 Further to B26.1(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.
- B26.3 Further to B27.2.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that they are qualified.
- B26.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B26.1(a) and B26.1(c), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B26.5 Further to B26.1(c) where the Total Bid Price exceeds the estimate stated in D4.5 the City may determine that no award will be made in accordance with B27.2.1(a).
- B26.6 Further to B26.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B26.6.1 Further to B26.1(a) in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

- B26.7 Further to B26.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B26.8 Further to B26.1(e), On-going Cost Factors will be evaluated considering the information submitted in response to B12.
- B26.9 Further to B26.1(f), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B26.10 Further to B26.1(g) Output Samples/Quality shall be evaluated considering the information submitted in response to B14.
- B26.11 Further to B26.1(h) Hardware and Software Comprehensive Maintenance Program shall be evaluated considering the information submitted in response B15.
- B26.12 Further to B26.1(i), Training shall be evaluated considering the information submitted in response to B16.
- B26.13 Further to B26.1(j), Desirable Features shall be evaluated considering the information submitted in response to B17.
- B26.14 Notwithstanding B26.1(d) to B26.1(j), where Proponents fail to provide a response to B8.2(a) to B8.2(g), the score of zero may be assigned to the incomplete part of the response.
- B26.15 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B24.
- B26.16 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.
- B26.17 This Contract will be awarded as a whole.

B27. AWARD OF CONTRACT

- B27.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B27.2 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.
- B27.2.1 Without limiting the generality of B27.2, 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 their 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.
- B27.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B27.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

- B27.4.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B27.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B27.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Combined Provision of Goods and Services* (2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, the Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

- D2.1 The following is provided for information only:
- (a) Role - The main role of the Print Centre is to provide its clients with easily accessible, high speed, high quality print reproduction and bindery services for any or all of their time sensitive or confidential documents at an economical cost.
 - (b) Clients - The Internal Print Centre provides printed materials for all Civic Departments, Special Operating Agencies and Elected Officials.
 - (c) Volumes – The colour print volumes of the Internal Print Centre are approximately 1,000,000 impressions annually; and
 - (d) The current workflow tools used in the Print Centre are; Digital Store Front (DSF – version 11.4.0.24946), and Command Workstation (version 7).

D3. PURPOSE

- D3.1 The purpose of this Request for Proposal is to invite Proposals from qualified Proponents for the supply, installation, and ongoing maintenance of a Colour, High-Volume, Production Class, and Digital Print Engine with Finisher/Booklet maker.
- D3.2 It is the intention of the City of Winnipeg to replace an existing Print Engine with new technology that will:
- (a) Provide a single, durable and reliable, High-Volume, Production Class Colour Print Engine that would be able to handle ALL of the Print Centre's existing colour digital print volumes on a single device should any/all of the remaining, print technologies fail;
 - (b) Increase the overall print volume capacity of the Internal Print Centre;
 - (c) Maintain (at a minimum) the quality level of output of the existing Colour Print Engines; and
 - (d) Reduce the overall cost of colour copy services.

D4. SCOPE OF WORK

- D4.1 The Work to be done under the Contract shall consist of the supply, installation and ongoing maintenance of a colour, high volume, production, connected, digital printing solution for a period of five (5) years from award of contract , with the option of two (2) mutually agreed upon five (5) year extensions.
- D4.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D4.1.2 Changes resulting from such negotiations shall become effective on day of award of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

- D4.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- D4.2 The major components of the Work are as follows:
- (a) The removal of the existing Xerox V180 from the Internal Print Centre:
 - (i) The Contactor must remove the physical hard drive from the existing Xerox V180 prior to removal and provide it to the Contract Administrator for disposal/destruction.
 - (b) Order, installation and configuration of the recommended solution;
 - (c) Training;
 - (d) Testing and sign-off; and
 - (e) Ongoing maintenance program
- D4.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D4.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D4.3.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of their actual operational requirements.
- D4.4 Notwithstanding D4.1, 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.
- D4.5 The funds available for this Contract are \$160,000.00

D5. COOPERATIVE PURCHASE

- D5.1 The Contractor is advised that this is a cooperative purchase.
- D5.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D5.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations, and estimated quantities.
- D5.4 If any location of the potential participant is more than ten (10) kilometers 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.
- D5.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D5.6 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 their total requirement for an item are to be supplied under their contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D5.4 and D5.5 will apply.

D5.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.

D5.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D6. DEFINITIONS

D6.1 When used in this Request for Proposal:

- (a) **“Average Monthly Volume”** means the manufacturer’s estimate number of impressions that can be run on each and every month while maintaining an acceptable MCBC;
- (b) **“Continuous Run”** means the capability of a print engine to continuously feed paper by automatically switching between paper drawers to allow for the operator to reload paper without stopping the print engine.
- (c) **“Comprehensive Maintenance Program”** means keeping assets in optimal working condition, including preventive, predictive, and corrective maintenance.
- (d) **“Cost of Impressions”** means the ongoing maintenance and supplies cost associated with the print engine and all associated peripherals. The cost generally covers all: hardware, software and software version updates, firmware updates, licensing, professional services, and all consumables with the exception of paper and staples. The cost is generally charged as a cost per image or impression with one impression being the image placed on one side of one sheet of paper regardless of paper size.;
- (e) **“High Volume Production”** means when referring to a Print Engine means a digital print engine that is built with the sole intention of being capable of producing very high volumes (at full machine rated speed) for mission critical work, reliably, day in and day out on a 24 hour basis. High volume production print engines would be capable of running 24 hours a day, seven days a week if required. High volume production equipment will have a much greater life expectancy than light production or mid production class print engines;
- (f) **“Lemon Clause”** a product with a defect that significantly impacts its use, safety, or value;
- (g) **“Lifetime of the Equipment”** is typically expressed by the manufacturer as the total number of impressions in the expected life of the device. It is sometimes expressed as a combination of number of years and total number of impressions (i.e. “X” years or “X” copies);
- (h) **“Maximum Monthly Volume”** means the manufacturers estimate of how many impression can be run in ONE month while still maintaining an acceptable MCBC;
- (i) **“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”;
- (j) **“OEM - Original Equipment Manufacturer”** means a company that produces parts and equipment that may be marketed by another manufacturer;
- (k) **“On-line function”** means any function of the printing/binding process that is totally automated and that can be produced entirely by the Print Engine and its attachments without operator intervention;
- (l) **“Ordered stock recovery”** means the ability of the print engine to automatically maintain; the correct order of pre-collated stocks (such as NCR or Tab Sets), or the correct page order of a partial printed document after a paper jam;
- (m) **“Paper Catalogue”** means a specific set of names given to specific paper stocks to identify them when used in identifying specific paper input drawers of the Print Engine. These are important settings used for drawing the correct stock from the correct drawer and are also important for stock “roll-over” for continuous feeding. Typically paper catalogues are matched between the Pre-Press Software and the Print Engines.

- (n) **“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.
- (o) **“Paper Drawer”** means an individual, fully concealable paper input drawer that feeds paper into the marking engine. Open trays such as; bypass paper trays, or post-print inserting paper trays would not be considered as Paper Drawers.
- (p) **“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;
- (q) **“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.
- (r) **“Print Shop”** means the City of Winnipeg’s Print Shop;
- (s) **“Proponent”** means any Person or Persons submitting a Proposal for Goods;
- (t) **“Resolution Time”** means the time from when the user places the service call to the vendor to the time the service technician resolves the reported issue.
- (u) **“Response Time”** means the time from when the user places the service call to the vendor to the time the service technician arrives at the users location to work on the reported issue.
- (v) **“Subset Stapling”** means the ability to staple selected subsets within one document on-line, without separating the job;
- (w) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (x) **“User”** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (y) **“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.

D7. CONTRACT ADMINISTRATOR

D7.1 The Contract Administrator is:

Darren Walsh
Coordinator of Print, Graphics and Mail Services
Telephone No. 204 390-4153
Email Address: dwalsh@winnipeg.ca

D7.2 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.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

- D8.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D9. SUPPLIER CODE OF CONDUCT

- D9.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D9.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D9.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D10. UNFAIR LABOUR PRACTICES

- D10.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D10.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D10.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D10.4 Failure to provide the evidence required under D10.3, may be determined to be an event of default in accordance with C18.
- D10.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D10.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the

breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

D10.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D10.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D10.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

D11.1 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.

D12. INSURANCE

D12.1 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;

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 but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

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 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. SAFE WORK PLAN

D13.1 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.

- D13.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>
- D13.3 Notwithstanding B20.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

CONTROL OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until they are 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 D11;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D13;
 - (iv) evidence of the insurance specified in D12;
 - (v) The direct deposit application form specified in D23.2.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.
- D14.4 The Contractor shall not commence the Work on the Site before August 1, 2025.

D15. DELIVERY

- D15.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- D15.1.1 Goods shall be delivered within fourteen (14) Business Days of the placing of an order.
- D15.2 Goods shall be delivered by f.o.b. destination, freight prepaid to:
Printing Services
Lower Level, Council Building
510 Main Street
Winnipeg, Manitoba R3B1B9
- D15.3 The Contractor shall confirm each delivery with the Contract Administrator or their designate, at least two (2) Business Days before delivery.
- D15.4 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D15.5 The Contractor shall off-load goods as directed at the delivery location.

D16. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D16.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the

Contractor with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

- D16.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D16.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Work schedule, including the durations identified in D14.1 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D16.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D17. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D17.1 Further to B20.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B20.4.

D18. SITE CLEANING

- D18.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D18.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D18.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D19. DEFICIENCIES

- D19.1 Further to C11.7 the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D19.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.1(b), all Plant and Material, and the interest of the Contractor in all licences, powers and privileges

acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D19.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D19.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D19.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D20. ORDERS

D20.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D21. RECORDS

D21.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D21.2 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.

D21.3 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

D22. INVOICES

D22.1 Further to C12, the Contractor:

- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
- (b) should copy the Contract Administrator on submission of its invoice.

D23. PAYMENT

D23.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D23.2 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13, the warranty period shall begin on the date of completion of installation and integration, and shall remain in effect for the term of the contract.

DISPUTE RESOLUTION

D25. DISPUTE RESOLUTION

- D25.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D25.
- D25.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D25.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D25.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D25.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D25.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D25.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D25.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D25.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D26.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D26.1 Further to D26.1, in the event that the obligation in D26 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D26.2 For the purposes of D26:
- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D26.3 Modified Insurance Requirements
- D26.3.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D26.3.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D26.3.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D26.3.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D26.3.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D26.4 Indemnification by Contractor
- D26.4.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D26.4.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D26.5 Records Retention and Audits

- D26.5.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

- D26.5.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D26.5.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D26.6 Other Obligations

- D26.6.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D26.6.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D26.6.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D26.6.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D26.6.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts,

unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D26.6.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.3 The Proponent's proposed model for ongoing maintenance shall be a one cost, all in, per impression solution (one image on one side of any applicable size sheet).
- E1.4 All equipment must be new and cannot contain any remanufactured parts. Reconditioned, refurbished or remanufactured equipment will not be accepted.

E2. GOODS

- E2.1 The Contractor shall supply, install and provide ongoing maintenance of a colour, high volume, production, connected, digital printing system in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 Initial Purchase of Equipment shall be in accordance with the following:
- (a) Specifications for Equipment:
 - (i) The cost per impression based on monthly volumes (billed monthly) would be considered as payment for a Comprehensive Maintenance Program covering all components in the recommended solution including, but not limited to: parts, labour, travel, consumables (except paper and staples), ongoing software "version" updates, firmware updates, ongoing licensing costs, etc.;
 - (ii) Ongoing maintenance of Digital Print Equipment - Colour (Price Per Colour Impression based on 2,500,000 impressions annually);
 - (iii) Ongoing maintenance of Digital Print Equipment (Price Per Monochrome Impression based on 100,000 impressions annually);
 - (iv) Ongoing Finishing Equipment Maintenance; and
 - (v) Staple Cartridges
 - (b) Print Engine of Equipment:
 - (i) Print registration capabilities must be +/- .50mm from sheet to sheet and front to back or better.
 - (ii) Front to back registration must be able to be adjusted both automatically and mechanically to ensure the highest level of precision.
 - (iii) The Print Engine must include a built-in automatic colour calibration.
 - (iv) The Print Engine must include a built-in automatic density calibration. Realtime density adjustment is a benefit.
 - (v) The Print Engine must have a minimum print resolution of 2400 x 2400 dpi. Higher image resolution, true (not interpolated), is a benefit.
 - (vi) The Print Engine must automatically duplex at least 60gsm – 400 gsm.
 - (vii) The Print Engine should have the ability to add an additional colour (clear and metallic).
 - (c) Print Speeds
 - (i) per impression solution (one image on one side of any applicable size sheet).
 - (ii) Print engine speed shall be a minimum of 85 pages per minute (ppm) based on an 8 ½" x 11" sheet of 20 lb. bond printed single sided.

- (d) Paper Drawers of Equipment:
 - (i) The equipment shall have a minimum of 4 dedicated pre-marking-engine Paper Drawers. This does not include any type of trays (i.e. top tray or by-pass tray, etc.);
 - (ii) The equipment shall have a minimum of 2 pre-marking-engine Paper Drawers capable of feeding paper sizes of 12.5" x 18.5" or larger;
 - (iii) The equipment shall not include any Paper Drawers that hold less than 500 sheets of 20 lb. bond and no more than two Paper Drawers that hold a less than 1,000 sheets of 20 lb. bond;
 - (iv) All Paper Drawers shall be able to be named in a Paper Catalogue within the Print Engine Controller and able to be synchronized with the Paper Catalogue in Fiery Central. Paper Drawers shall be able to be named to allow for "roll-over" for continuous feed from other same-named drawers; and
 - (v) All additional paper decks must have vacuum feed capabilities in each of the paper drawers.
- (e) Equipment shall be capable of efficiently processing all the paper stock items listed below:
 - (i) Uncoated - Bond, Offset;
 - (ii) Uncoated Cover weight stocks - Bristol, Cover, Index;
 - (iii) Gloss Coated - text weights;
 - (iv) Gloss Coated - cover weights;
 - (v) Matte Coated - text weights;
 - (vi) Matte Coated – cover weights;
 - (vii) Mylar tabs;
 - (viii) Self-adhesive/ Gummed stocks;
 - (ix) Perforated stocks; and
 - (x) Textured/embossed stocks.
- (f) Hole Puncher of Equipment:
 - (i) The equipment shall include an in-line hole punch that that has the ability for machine operators to easily interchange a wide variety of specialty punches (dies) that suit various types of bindings; and
 - (ii) The solution shall include at a minimum, 3 operator interchangeable hole punch dies being; a 19-hole Cerlox die, a Heavy-Duty Spiral Coil Die (4 to 1 pitch - 44 hole), and a Standard 3-hole Die.
 - (iii) The equipment shall include that ability to double punch a 12 x 18 sheet of paper at machine rated speed and run continuously for a 12-hour shift.
- (g) Finisher/Stapler/Stacker
 - (i) The equipment shall include an in-line finisher/stapler/stacker.
- (h) Booklet Maker Capability of Equipment:
 - (i) The equipment shall include a booklet maker capable of stitching at minimum 20 sheets of paper.
 - (ii) The equipment shall include the ability to do a face trim.
- (i) Specifications for the Software Portion of the Equipment (Print Controller):
 - (i) The Print Controller must be a Fiery Print Controller that has the ability to seamlessly integrate with the existing Fiery Central and must be able to take full advantage of all of the capabilities of the Fiery Central Workflow;
 - (ii) 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;
 - (iii) The Print Controller must have a solid-state drive.
 - (iv) Due to the wide range of printed products produced by the internal Print Centre, the Controller must be configured to produce the highest quality output possible from the Print Engine;

- (v) The Controller must support a variety of page description languages including Post Script, PDF, JPEG, PCL, and TIFF;
 - (vi) The Print Controller must have the capability of Automatic Page Level Recovery, sometimes referred to as "Ordered stock recovery"; and
 - (vii) The Print Controller must have the ability to overwrite/scrub all data from any/all print hard drives immediately after the job has completed printing to protect sensitive data from being accessible or accidentally printed (i.e. image overwrite security application).
 - (viii) Specialty stocks (i.e. - Pre-Die-cut, pop-out, fold-up promo items, etc.).
- E2.3 Item No. 2 Delivery, Installation and Configuration of Equipment shall be in accordance with the following:
 - (a) A fixed fee for all aspects of delivering, installing and configuration of the equipment.
- E2.4 Item No. 3 Initial Training shall be in accordance with the following:
 - (a) Key Operator Training shall be provided on-site for a minimum of four (4) staff. The key operator training shall ensure that the operators have the appropriate skill sets required to competently operate all of the necessary hardware and software. The Key operators shall be trained to a level where they can train others on the day-to-day operation of the equipment;
 - (b) Training shall include an in-depth colour management component;
 - (c) Training should be done on a one-on-one basis; and
 - (d) 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.
- E2.5 Item No. 4 Movement of Equipment shall be in accordance with the following:
 - (a) Any reorganization of existing Print Shop layout including movement of any/all existing equipment/furnishings to accommodate the proposed device is the responsibility of the proponent.
- E2.5.1 See Appendix B – Print Shop Layout for the current configuration of the Print Shop.
- E2.6 Item No. 5 Ongoing Maintenance shall be a fee in accordance with the following:
 - (a) Fee for ongoing maintenance shall include:
 - (i) labour;
 - (ii) travel time;
 - (iii) all consumables (with the exception of staples and paper);
 - (iv) version software upgrades/updates and firmware updates; and
 - (v) diagnostic and specialist support services for all components of the recommended solution.
 - (b) All replacement parts must be guaranteed OEM; and
 - (c) Include on-going Finishing Equipment Maintenance.
- E2.6.1 It is anticipated that ongoing maintenance may be required multiple times per year.
- E2.7 Item No. 6 Colour Impressions shall be:
 - (a) The price per impression for Colour Impressions.
- E2.7.1 It is anticipated that the annual volume for Colour Impressions is 2,500,000 impressions.
- E2.8 Item No. 7 Monochrome Impressions shall be:
 - (a) The price per impression for monochrome Impressions.

E2.8.1 It is anticipated that the annual volume for Monochrome Impression is 100,000 impressions.

E2.9 Item No. 8 Staple Cartridges shall be:

(a) The unit price of staple cartridges for use in the equipment provided in E2.2.

E3. APPENDICES

E3.1 Appendices

(a) 121-2025 Appendix A – Colour Test Page 11 x 17

(b) 121-2025 Appendix B – Print Shop Layout