



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 94-2015**

**REQUEST FOR PROPOSAL FOR THE DESIGN AND DIGITAL PRE-PRESS  
PRODUCTION OF THE CITY OF WINNIPEG ANNUAL REPORT AND COMPANION  
DOCUMENT (DETAILED FINANCIAL STATEMENTS)**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	4

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Purpose	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal (Section A)	4
B10. Prices	4
B11. Experience of Bidder and Subcontractors (Section C)	5
B12. Portfolio Submission (Section D)	5
B13. Technical Resources (Section E)	6
B14. Qualification	6
B15. Opening of Proposals and Release of Information	6
B16. Irrevocable Offer	7
B17. Withdrawal of Offers	7
B18. Interviews	7
B19. Negotiations	7
B20. Evaluation of Proposals	8
B21. Award of Contract	8

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	2
D4. Subcontracting	2
D5. Ownership of Information, Confidentiality and Non Disclosure	2
D6. Notices	2

#### Submissions

D7. Authority to Carry on Business	2
------------------------------------	---

#### Schedule of Work

D8. Commencement	3
D9. Orders	3
D10. Records	3

#### Measurement and Payment

D11. Invoices	3
D12. Payment	4

#### Warranty

D13. Warranty	4
---------------	---

### PART E - SPECIFICATIONS

#### General

E1. Applicable Specifications	1
E2. Goods	1

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 REQUEST FOR PROPOSAL FOR THE DESIGN AND DIGITAL PRE-PRESS PRODUCTION OF THE CITY OF WINNIPEG ANNUAL REPORT AND COMPANION DOCUMENT (DETAILED FINANCIAL STATEMENTS)

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 17, 2015.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. PURPOSE**

- B3.1 The purpose of this Request for Proposal is to invite proposals from qualified Bidders for the design and digital pre-press production of:
- (a) The City of Winnipeg 2014 Annual Report;
  - (b) Front and Back Cover of the 2014 Detailed Financial Statements (Companion Document);
  - (c) Six - Divider pages for the 2014 Detailed Financial Statements.

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. CONFIDENTIALITY**

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
  - (b) becomes publicly known other than through the Bidder; or

(c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **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.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B7. SUBSTITUTES**

B7.1 The Work is based on the materials, equipment, methods and products 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 seven (7) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

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

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder 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 Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder 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 Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B20.
- B7.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B20.5(a).

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Bidder and Subcontractors (Section C) in accordance with B11;
  - (b) Portfolio Submission (Section D) in accordance with B12; and
  - (c) Technical Resources (Section E) in accordance with B13.
- 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 Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Bidders should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and two (2) copies (copies can be in any size format) for sections identified in B8.2.
- B8.5 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Bidders are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.5(a).
- B8.7 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Bidder's name and address.
- B8.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.9 Proposals shall be submitted to:

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

B8.10 Any cost or expense incurred by the Bidder that is associated with the preparation of the Proposal shall be borne solely by the Bidder.

**B9. PROPOSAL (SECTION A)**

B9.1 The Bidder shall complete Form A: Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

**B10. PRICES**

B10.1 The Bidder 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 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B10.1.3 The Bidder shall provide a detailed description of all services and/or materials that are NOT included in these Prices. No claim shall be made by the Contractor for payment of work not identified in the Proposal.

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.

## **B11. EXPERIENCE OF BIDDER AND SUBCONTRACTORS (SECTION C)**

B11.1 Proposals should include:

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

B11.2 For each project listed in B11.1(a), the Bidder should submit:

- (a) description of the project;
- (b) role of the Bidder;
- (c) project owner;
- (d) reference information (two current names with telephone numbers per project).

B11.2.1 Where applicable, information should be separated into Bidder and Subcontractor project listings.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Bidder and all Subcontractors.

B11.4 Qualifications of individuals assigned to the project should include:

- (a) description of experience on similar projects;
- (b) education,
- (c) experience in graphic design,
- (d) experience in communications,
- (e) experience in Annual Report design and production,
- (f) experience in digital pre-press.

## **B12. PORTFOLIO SUBMISSION (SECTION D)**

B12.1 The Bidder should include a minimum of five (5) printed samples of similar work (preferably Annual Report samples) that demonstrate the graphic design capability of the Bidder. Samples will be returned to the Bidder after award of Contract, if requested.

**B13. TECHNICAL RESOURCES (SECTION E)**

B13.1 The Bidder should include a description of in-house digital facilities, including hardware and software to be used in this production.

**B14. QUALIFICATION**

B14.1 The Bidder shall:

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

B14.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B14.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B14.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B14.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

**B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.



## **B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

## **B17. WITHDRAWAL OF OFFERS**

- B17.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B18. INTERVIEWS**

- B18.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

## **B19. NEGOTIATIONS**

- B19.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

B20.5 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B14: (pass/fail)
- (c) Total Bid Price; 40%
- (d) Experience of Bidder and Subcontractors; (Section C) 15%
- (e) Portfolio Submissions (Section D) 35%
- (f) Technical Resources. (Section E) 10%

B20.6 Further to B20.5(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission 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.

B20.7 Further to B20.5(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.8 Further to B20.5(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.

B20.8.1 Further to B20.5(c),, in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B20.9 Further to B20.5(d), Experience of Bidder and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information provided.

B20.10 Further to B20.5(e), Portfolio Submission will be evaluated considering the Bidder's graphic design capability and qualifications of individuals proposed for the project.

B20.11 Further to B20.5(f), Technical Resources will be evaluated considering the Bidder's description of in-house digital facilities, including hardware and software to be used in this production.

B20.12 Notwithstanding B20.5(d) to B20.5(f), where Bidders fail to provide a response to B8.2(a) to B8.2(c), the score of zero may be assigned to the incomplete part of the response.

B20.13 This Contract will be awarded as a whole.

B20.14 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.5(a) and B20.5(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B21. AWARD OF CONTRACT**

B21.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B21.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B20.
- B21.4 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B21.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B21.6 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the Design and Digital Pre-Press Production of the City of Winnipeg Annual Report and Companion Document (Detailed Financial Statements for the period from award of Contract until December 31, 2015, with the option of five (5) mutually agreed upon one (1) year extensions.

D2.1.1 The Work shall be performed during the period of March 5, 2015 to June 30, 2015.

D2.1.2 The City may negotiate the extension option with the Contractor within sixty (60) 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.

D2.1.3 Changes resulting from such negotiations shall become effective on January 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The major components of the Work are as follows:

- (a) Design of the 2014 City of Winnipeg Annual Report, as well as the Front and Back Covers and six Divider Pages for the 2014 Detailed Financial Statements;
- (b) The Contractor will be required to work with Corporate Communications in sourcing appropriate photography for the 2014 Annual Report and companion document;
- (c) Production of print ready electronic files for all documents; and
- (d) Web ready PDF's of all completed components for posting to web.

D2.3 Work excluded from the contract shall consist of:

- (a) Writing of documents. Annual Report text shall be provided to the Contractor on disk (Microsoft Word for text, and Excel for Financial Statements);
- (b) Photography costs (photo shoots, royalties, and purchases of stock shots);
- (c) DTP output, printing, binding, and delivery of all pieces shall be managed by The City of Winnipeg.

D2.4 The following data is provided for the information of Bidders:

- (a) Appendix A has been provided as a sample of the 2013 Annual Report;
- (b) Project objectives for the 2014 pieces include production of a professionally designed corporate looking report while minimizing production costs, and maintaining visual consistency between the two companion pieces.

D2.3 Notwithstanding D2, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2015.

D2.4 Notwithstanding D2, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

**D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:  
Lisa Fraser  
Communications Officer  
Telephone No.: 204-986-5726  
E-mail: [lfraser@winnipeg.ca](mailto:lfraser@winnipeg.ca)

D3.2 Bids Submissions must be submitted to the address in B8.

**D4. SUBCONTRACTING**

D4.1 The Contractor shall not subcontract any portion of the Work without the prior written approval of the Contract Administrator.

**D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

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

D5.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

**D6. NOTICES**

D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204 949-1174

**SUBMISSIONS**

**D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 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.

## SCHEDULE OF WORK

### D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by March 3, 2015.

### D9. ORDERS

- D9.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

### D10. RECORDS

- D10.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D10.2 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.
- D10.3 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

### D11. INVOICES

- D11.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9
- Facsimile No.: 204 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D11.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of goods delivered;
  - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
  - (f) the Contractor's GST registration number.

D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11.4 Bids Submissions must be submitted to the address in B8.

**D12. PAYMENT**

D12.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D12.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D13. WARRANTY**

D13.1 Warranty is as stated in C11.



## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

#### **E2. GOODS**

- E2.1 Design of the 2014 City of Winnipeg Annual Report, as well as the Front and Back Covers and six divider pages for the 2014 Detailed Financial Statements as follows:

- (a) Annual Report:
- (i) Description: 74 Page plus 4 page front and back covers, double wire coil bound book;
  - (ii) Size: finished page size is 8 1/2" x 11" - NOTE: Design must allow for double wire coil binding at left;
  - (iii) Colour: Four colour process throughout;
  - (iv) Stock: Designer to recommend suitable recycled stock.
- (b) Detailed Financial Statements – outside Front and Back Covers and six single sided Divider Pages as follows:
- (i) Description: Design and PDF output of front and back, outside covers and six divider pages. These covers will not be printed and are for Web publication only;
  - (ii) Size: 8 1/2" x 11" - NOTE: Design must allow for spiral coil binding at left (in the event that some copies are printed and bound at a later date);
  - (iii) Colour: Four colour process - 1 side only – full bleeds.
- (c) Production of electronic files of all documents;
- (i) Working files to include all scanned graphics, and photographs. Files for printing can be supplied as Hi-res PDF's for print. Upon completion of printing, all working files shall be burnt to CD's or DVD's. These final CD's or DVD's are to be clearly labelled and packaged along with all peripheral components and delivered to the Contract Administrator for archiving. Contractor supplied CD's or DVD's shall remain the property of the City of Winnipeg. Upon final approval of the digital output of the Annual Report, one complete set of Web Ready PDF's is to be supplied to the Contract Administrator. All digital files remain the property of the City of Winnipeg.

- E2.1.1 The Contractor shall provide initial colour mock-ups of cover designs and inside page layouts for approval prior to full production. All pieces shall be four-colour process. All proofs to be provided as colour proofs. Design concepts and layouts to be approved by Corporate Communications and Corporate Finance