



The City of Saint John

**Request for Proposals**

**for**

**2018-086501P – DIGITAL IMAGING EQUIPMENT**

**Saint John and Moncton, New Brunswick**

Request for Proposals No.: **2018-086501P – Digital Imaging Equipment**

Issued: Monday, April 23<sup>rd</sup>, 2018

Submission Deadline: Thursday, May 24<sup>th</sup>, 2018

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## **PART 1 – INTRODUCTION**

### **1.1 INVITATION TO PROPONENTS**

- 1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John and The City of Moncton (the “City”) to prospective proponents to submit proposals for the provision of Digital Imaging Equipment, as further described in Part 2 – The Deliverables (the “Deliverables”).

### **1.2 BACKGROUND INFORMATION**

- 1) The City is seeking proposals from interested, responsible and responsive companies for the provision of digital imaging equipment.
- 2) The City of Saint John currently has 32 digital imaging machines and Moncton currently have 30 digital imaging machines installed in various building locations in each respective city, as detailed in Appendix D – Section A.
- 3) Upon award of this proposal, the existing fleet will be decommissioned by the current supplier.

### **1.3 RFP CONTACT PERSON**

- 1) For the purposes of this procurement process, the “**City Contact**” shall be:

Monic MacVicar, CCLP  
Procurement Specialist, Materials Management  
The City of Saint John  
Email: [mat-man@saintjohn.ca](mailto:mat-man@saintjohn.ca)  
Fax: (506) 658-4742

### **1.4 TYPE OF CONTRACT FOR DELIVERABLES**

- (1) Proponents must submit a copy of their Standard Lease Agreement with their proposal submission.

### **1.5 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT**

- 1) The contract to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for the same as or similar to the Deliverables or may obtain the same as or similar to the Deliverables internally.

**[End of Part 1]**

## **PART 2 – THE DELIVERABLES**

### **2.1 DESCRIPTION OF DELIVERABLES**

- (1) This RFP is an invitation to submit offers for the provision of Digital Imaging Equipment, as further described in Appendix D – RFP Particulars, Section A - The Deliverables.

**[End of Part 2]**

## **PART 3 – SUBMISSION AND EVALUATION OF PROPOSALS**

### **3.1 TIMETABLE**

- 1) The RFP timetable is tentative only and may be changed by the City at any time.

<b>Milestones</b>	<b>Dates</b>
Issue Date of RFP	Monday, April 23 <sup>rd</sup> , 2018
Deadline for Questions	Tuesday, May 15 <sup>th</sup> , 2018 4:00 PM Atlantic Time
Deadline for Issuing Addenda	Thursday, May 17 <sup>th</sup> , 2018
Submission Deadline	Thursday, May 24 <sup>th</sup> , 2018
Rectification Period	3 Business Days
Demonstration/Presentation (if required)	Week of June 25 <sup>th</sup> , 2018
Anticipated Deadline for Selection of Top-Ranked	Week of July 13 <sup>th</sup> , 2018

### **3.2 SUBMISSION INSTRUCTIONS**

#### **A. Proposals Shall Be Submitted at the Prescribed Location**

- 1) Proposals shall be submitted at:

The City of Saint John  
Materials Management, 2<sup>nd</sup> Floor  
175 Rothesay Avenue  
Saint John, New Brunswick, E2J 2B4 (the “**Prescribed Location**”)  
Attention: Monic MacVicar, CCLP, Procurement Specialist, Materials Management

#### **B. Proposals Should Be Submitted in Prescribed Manner**

- 1) Proponents should submit one signed original and four bound copies along with one electronic copy (on a properly labeled CD or USB key in PDF format) of the technical proposal and supporting information, and one signed original copy and four bound copies along with one electronic copy (on a properly labeled CD or USB key in PDF format) of the financial proposal and supporting information.
- 2) The technical proposal should be sealed in an envelope, clearly indicating the proponent’s name and address and marked: “**Technical Proposal: 2018-086501P – Digital Imaging Equipment**”.
- 3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent’s name and address and marked: “**Financial Proposal: 2018-086501P – Digital Imaging Equipment**”.
- 4) In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

5) Proposals sent by fax or email will be rejected.

**C. Proposals Shall Be Submitted on Time**

- 1) Proposals shall be submitted at the Prescribed Location on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.
- 2) Immediately following the Submission Deadline, proposals will be publicly opened in the office of the City Contact, at the Prescribed Location. Only the names and addresses of the proponents will be made public.

**D. Amendment of Proposals**

- 1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package to the Prescribed Location. The sealed package shall be prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

**E. Withdrawal of Proposals**

- 1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

**3.3 STAGES OF PROPOSAL EVALUATION**

- 1) The City will conduct the evaluation of proposals and selection of the top-ranked proponents in the following three stages described in further detail below:

Stage I – Mandatory Requirements and Rectification;  
Stage II – Evaluation of Rated Criteria and Pricing;  
Stage III – Concurrent Negotiations and BAFO; and

**A. Stage I – Mandatory Requirements and Rectification**

**Submission and Rectification Period**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

## **Mandatory Submission Forms**

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

### **Submission Form (Appendix A)**

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

### **Pricing Form (Appendix B)**

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Rates must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

### **Reference Form (Appendix C)**

Each proponent must complete the Reference Form and include it with its technical proposal.

## **Other Mandatory Requirements**

Each proposal must:

- (a) Be in English.
- (b) Be for the entire scope of work as described in Appendix D – RFP Particulars, Section A, The Deliverables – The City of Saint John, NB and Section B, The Deliverables – The City of Moncton. Incomplete proposals or proposals for only part of the Deliverables described in Appendix D shall be disqualified.
- (c) Contain a copy of proponent’s Standard Lease Agreement.

## **B. Stage II – Evaluation of Rated Criteria and Pricing**

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria.

## **C. Stage III – Concurrent Negotiations and BAFO**

Once the proposals have been evaluated as per Stage II, the top-ranked proponent will be selected to enter into direct negotiations.

During the negotiation, the City will provide the top-ranked proponent with any additional information and will seek further information and proposal improvements. After the negotiation, the top-ranked proponent will be invited to revise its initial proposal and submit its BAFO to the City.

**[End of Part 3]**

## **PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **4.1 GENERAL INFORMATION AND INSTRUCTIONS**

#### **A. Proponents to Follow Instructions**

- 1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

#### **B. Information in RFP Only an Estimate**

- 1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- 2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **C. Proponents Shall Bear Their Own Costs**

- 1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, or costs of negotiation and submission of BAFO.

### **4.2 COMMUNICATION AFTER ISSUANCE OF RFP**

#### **A. Proponents to Review RFP**

- 1) Proponents shall promptly examine all of the documents comprising this RFP, and
  - (a) Shall report any errors, omissions or ambiguities; and
  - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.

- 2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

**B. All New Information to Proponents by Way of Addenda**

- 1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- 2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website ([www.saintjohn.ca](http://www.saintjohn.ca)) under the menu option "Tender and Proposals". In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

**C. Post-Deadline Addenda and Extension of Submission Deadline**

- 1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

**D. Verify, Clarify and Supplement**

- 1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

**E. No Incorporation by Reference**

- 1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

**F. Proposal to Be Retained by the City**

- 1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

### **4.3 NEGOTIATIONS, NOTIFICATION AND DEBRIEFING**

#### **A. Debriefing**

- 1) Upon written request from any proponents, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 Business Days after such notification.
- 2) The acceptance of the successful proposal shall not be discussed during a debriefing.

#### **B. Procurement Protest Procedure**

- 1) The parties shall attempt to negotiate all disputes in good faith.

### **4.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT**

#### **A. Conflict of Interest**

- 1) The City may disqualify a proponent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this section, "Conflict of Interest" has the meaning ascribed thereto in Appendix A – Section H – Conflict of Interest.

#### **B. Proponent Not to Communicate with Media**

- 1) A proponent may not at any time directly or indirectly communicate with the media or make any public comment in relation to this RFP, or any contract entered into pursuant to this RFP, without first obtaining the written permission of the City's project manager. Proponents will notify the project manager of any requests for information or interviews from the media.

#### **C. No Lobbying**

- 1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

#### **D. Illegal or Unethical Conduct**

- 1) Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

#### **E. Past Performance or Inappropriate Conduct**

- 1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- 2) Such inappropriate conduct shall include, but not be limited to the following:
  - (a) All the conducts as described in Part 4 – Section 4.4;
  - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or
  - (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

### **4.5 CONFIDENTIAL INFORMATION**

#### **A. Confidential Information of City**

- 1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:
  - (a) Is the sole property of the City and must be treated as confidential;
  - (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract;
  - (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
  - (d) Shall be returned by the proponents to the City immediately upon the request of the City.

#### **B. Confidential Information of Proponent**

- 1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

## **4.6 PROCUREMENT PROCESS NON-BINDING**

### **A. No Contract A and No Claims**

- 1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations.
- 2) For greater certainty and without limitation:
  - (a) This RFP shall not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
  - (b) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

### **B. No Contract until Execution of Written Contract**

- 1) The RFP process is intended to identify prospective proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the successful negotiation and execution of a written contract for the acquisition of such goods and/or services.

### **C. Non-Binding Price Estimates**

- 1) While the pricing information provided in responses will be non-binding prior to the execution of a written contract, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

### **D. Disqualification for Misrepresentation**

- 1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

### **E. Cancellation**

- 1) The City may cancel or amend the RFP process without liability at any time.

## 4.7 GOVERNING LAW AND INTERPRETATION

### A. Governing Law

- 1) The terms and conditions in this Part 4:
  - (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
  - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
  - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

## 4.8 GENERAL TERMS AND CONDITIONS

### A. Invoicing and Payment

- 1) The successful proponent will invoice the City on a quarterly basis and will provide a breakdown of the individual departmental charges by machine which resulted in the total bill. Payment shall be based on Net 45 Days for the City of Saint John and Net 30 days for the City of Moncton from the date of invoice or receipt of goods, whichever is later. Invoices are to be sent to:

City of Saint John  
Accounts Payables  
P.O. Box 1971  
Saint John, NB E2L 4L1  
Email: [accountspayables@saintjohn.ca](mailto:accountspayables@saintjohn.ca)

City of Moncton  
Accounts Payables  
655 Main Street, 4<sup>th</sup> Floor  
Moncton, NB E1C 1E8  
Email: [ap@moncton.ca](mailto:ap@moncton.ca)

### B. Adjustment to Number of Units

- 1) While this proposal call identifies a number of units of a specific type and capacity and with specific features, it is recognized, by the City, that needs may change due to restructuring of the organization or other external influences which may be out of the control of the City.

It is therefore necessary that the City reserve the right to make adjustments in the number, type, size and related features of any machine, during the term of this agreement. Depending on the nature and severity of these adjustments, the City may or may not, at its sole discretion renegotiate the terms, conditions or costs contained in this proposal call and the subsequent successful bid.

**C. Term of Agreement**

- 1) Proponents are to base their submissions on a 60 month term however proponents may also choose to submit additional alternate pricing models as per Appendix “B”. The City reserves the right to negotiate an additional twelve (12) months extension, upon mutual agreement between the City and the Vendor.

**D. Regional Municipalities and Tri-City Joint Procurement**

- 1) As a condition of award, the successful vendor(s) agree(s) that the City of Fredericton, as well as Regional Municipalities and Boards and Commissions of the three cities (Saint John, Moncton and Fredericton), shall have the advantage of the discounts and prices accepted by the City.

Regional Municipalities will be considered to be any community that is in the boundaries of each of the three cities (Saint John, Moncton and Fredericton). This in no way commits these Municipalities, Boards or Commissions to accepting this offer, but provides them with the opportunity to take advantage of the City's volume purchasing discounts.

The City is not responsible for payment of products or services supplied to any Regional Municipality, Board or Commission. The vendor(s) shall invoice Regional Municipalities, Boards and Commissions directly for any product or services supplied to them under this contract.

Failure to comply with the above terms and conditions of this RFP will result in the immediate cancellation of the contract, without further notice.

Proponents are to include their intended approach and method of pricing for Regional Municipalities, Boards and Commissions.

**E. Pricing**

- 1) Proponents are to submit pricing as stated in Appendix B.
- 2) The City, at its sole discretion, will choose the costing model that best suits financial and business requirements.
- 3) Pricing is to include all delivery charges, duty and excise charges, and are to be in Canadian funds. The City is not exempt from the Harmonized Sales Tax. The bid price is to be taxes extra.

**F. Moving of Equipment (Saint John Only)**

- 1) The City of Saint John City Hall currently occupies floors Lobby, 8, 9, 10, 11, and 12. Departments on these floors will be moving to floors Ground, Lobby, 3 and 4 in late fall 2018 or early 2019.
- 2) Proponent will be responsible for moving the equipment once the Saint John City Hall restacking has been completed and are to address this issue in their proposal submission.

**[End of Part 4]**

## APPENDIX A – SUBMISSION FORM

**A. Proponent Information**

Please fill out the following form, and name one person to be the contact for your response to this RFP and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Street Address:	
City, Province/State:	
Postal Code/Zip Code:	
Phone Number:	
Fax Number:	
Company Website (If any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

**B. Acknowledgment of Non-Binding Procurement Process**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed a written contract.

**C. Ability to Provide Deliverables**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the rates set out in Appendix B and has provided a list of any subconsultants to be used to complete the proposed contract.

**D. Mandatory Forms**

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Pricing Form (in separate envelope marked "Financial Proposal")	
Reference Form	

**Notice to proponents:** There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

**E. Non-Binding Price Estimates**

The proponent has submitted its rates in accordance with the instructions in this RFP and in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

**F. Addenda**

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: \_\_\_\_\_. Proponents who fail to complete this section will be deemed to have received all posted addenda.

**G. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**H. Conflict of Interest**

For the purposes of this RFP, the term “**Conflict of Interest**” means:

- (a) In relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision makers involved in the RFP process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or
- (b) In relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that:

- (a) There was no Conflict of Interest in preparing its proposal; and
- (b) There is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in this RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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**I. Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City's advisors retained for the purpose of evaluating or participating in the evaluation of this proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

Executed under the seal shown below, with the intent that such execution take effect as a deed.



## **APPENDIX B – PRICING FORM**

### **A. All Inclusive Cost per Copy for both The City of Saint John and The City of Moncton**

Pricing will be submitted as an “all-inclusive cost per copy” covering the capital cost of equipment, consumables and maintenance. Proponents are to submit pricing with and without the cost of paper as indicated below as Option 1 and Option 2.

**Capital Cost of Equipment** will be included in the “all-inclusive cost per copy” and proponents are to provide a guaranteed minimum number of copies (B/W and Color combined) per year for each city. Once the guaranteed minimum for each city has been reached, a reduced cost per copy charge will be offered for both B/W and Colour.

**Consumables:** The “all-inclusive cost per copy” will include all B/W and Color toners, waste cartridges, drums and any other consumable service parts. Staples are **not** included in the “all-inclusive cost per copy” charge and will be paid separately. In addition to these consumables, option 1 below also includes 8 ½ x 11 and 8 ½ x 14 paper.

**Maintenance** will include all parts and labour required to maintain equipment to the standards set out in the deliverables.

By submitting a Proposal, Proponents represent that all materials, accessories, and other products / solutions to be supplied under the scope of this Contract are **NEW**.

**USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, REFURBISHED, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE. PROPOSALS INCLUDING SYSTEMS OR COMPONENTS IN AN “ALPHA” OR “BETA” PHASE OF DEVELOPMENT WILL NOT BE CONSIDERED.**

Colour units will have a separate “all-inclusive cost per copy” charge for B/W and Color copies. Colour copies will form part of the guaranteed minimum volume per year.

Pricing is based on a 60 month term. It is at the sole discretion of each City to choose option 1 or 2 that best suits their needs.

**OPTION 1 - All Inclusive Cost per Copy (Including Paper)**

1.1.1	B/W	\$ _____
1.1.2	Colour	\$ _____
1.1.3	Reduced cost B/W (overage)	\$ _____
1.1.4	Reduced cost Colour(overage)	\$ _____

**OPTION 2 - All Inclusive Cost per Copy (Without Paper)**

1.1.5	B/W	\$ _____
1.1.6	Colour	\$ _____
1.1.7	Reduced cost B/W (overage)	\$ _____
1.1.8	Reduced cost Colour (overage)	\$ _____

**Guaranteed Minimum Copies per Year**

SAINT JOHN

B/W \_\_\_\_\_

Colour \_\_\_\_\_

MONCTON

B/W \_\_\_\_\_

Colour \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**B. Alternate Pricing Method**

- 1) The City will entertain alternate pricing models in addition to the all-inclusive cost per copy model if it is in the best interest of the City. Proponents are asked to provide all information necessary for this alternate pricing method.

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## APPENDIX C – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained services similar to those requested in this RFP from the proponent in the last three years.

### Reference #1

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment, including deliverables:</b>	

### Reference #2

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment, including deliverables:</b>	

### Reference #3

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment, including deliverables:</b>	

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

#### 1) Background

The City is seeking proposals from interested, responsible and responsive companies for the provision of digital imaging equipment.

The City currently has several digital imaging machines, as detailed in Table A below, installed in various building locations.

Respondents to this proposal will be required to enter into an arrangement that will see new digital imaging equipment, consisting of ideally 6 (six) different models being supplied to the designated departments as detailed in Table B. Approximate annual usage is provided in Table A for each City.

Proposals are to detail equipment offered using a costing model of all Inclusive cost per page based on a potential range of units. Pricing requirements are detailed further in Appendix B.

It is the City's intention to replace all equipment encompassed by this RFP with one brand from one supplier.

#### 2) Computing Platform

##### Saint John

The City operates in a client-server distributed environment. The infrastructure consists of approximately 700 corporate desktops and notebooks linked to a series of servers located in three city facilities within the downtown of the City. The desktop and notebook units utilize Windows 7/Office 2010. The strategic ERP and Public Safety applications operate on the IBM iSeries platform utilizing the latest version of the OS400 operating systems. **Proponents must identify and demonstrate that the models being proposed can emulate a printer that can be run on the IBM iSeries.**

Servers are currently running Microsoft Server Windows 2008, 2012 and 2016.

##### Moncton

The City of Moncton end user computing platforms are almost entirely Windows 7/10 PCs and laptops with a small number of Apple Macintosh desktops and laptops. Windows Server 2008/2012/2016 servers, both virtualized and physical, deliver corporate applications and services.

Microsoft Office 2010 is the current primary office productivity suite with transition to Office 2016 beginning in 2018.

### **3) Local Area Network**

#### Saint John

Within City Hall each floor is connected to its respective core via two 1 gigabit trunks. Other locations connect in much the same way but at speeds of 100 Meg or 1 gigabit. All communications in the network are performed via TCP/IP.

Network management is the responsibility of the Information Technology group. As such the proposal will include and detail the management software for the fleet.

#### Moncton

The City of Moncton network features redundant cores at two datacenter locations connected via multi-gigabit fibre links. Most buildings are connected to both cores via multi-gigabit fibre. Local LANs are all 1GB to the desktop.

Network management is the responsibility of the Information Systems group. As such the proposal will include and detail the management software for the fleet.

### **4) Deliverables**

Supply, install and maintain digital imaging equipment (new, not previously used) that meets specification requirements as outlined and described herein below.

- a. Current Equipment
- b. Hardware/Software Requirements
- c. Security
- d. Reporting Requirements
- e. Service Requirements
- f. Service Reviews
- g. Device Reliability
- h. Consumables Management
- i. Warranty
- j. Implementation/Installation
- k. Education and Training
- l. Value Added Services/Future Opportunities
- m. Standards
- n. Special Considerations

a) **Current Equipment**

Table “A” below details 32 units for Saint John and 30 units for Moncton being replaced and their estimated annual volume. **The estimated volumes are provided as a guideline only.**

**TABLE “A” CURRENT EQUIPMENT AND MONTHLY USAGE**  
**CITY OF SAINT JOHN**

Location	Mfg.	Model	Avg. Images/Month B&W	Avg. Images/Month Colour
Mun. Ops -Water	Minolta	BH 363	3,943	0
Parking Commission	Minolta	BH 363	10,019	0
Police Property Control	Minolta	BH 363	746	0
Police Patrol	Minolta	BH 363	917	0
Police Training	Minolta	BH 363	8,544	0
Fleet Services	Minolta	BH 363	2,398	0
Police Support Services	Minolta	BH363	2,780	0
Police - FIU	Minolta	BH363	769	0
Municipal Operation -CS	Minolta	BH 552	7,049	0
Finance Dept.	Minolta	BH 552	5,123	0
Building Inspector	Minolta	BH 552	3,357	0
Corporate Planning	Minolta	C452	1,583	1326
Fire Training	Minolta	C452	951	934
Police Forensics ID	Minolta	C452	477	1499
Police Crime Unit	Minolta	C452	6,510	4719
Discover Saint john	Minolta	C452	2,253	1759
Communications	Minolta	C452	372	641
Materials Management	Minolta	C452	6,828	984
Fire Prevention	Minolta	C452	1,060	1012
Common Clerk	Minolta	C652	4,417	3915
Human Resources	Minolta	C652	8,228	2469
Mun. Ops -Admin	Minolta	C652	3,127	6997
Leisure Services	Minolta	C652	4,980	5233
City Managers	Minolta	C652	1,349	1977
Planning	Minolta	C652	3,812	8754
Fire Dept. - Admin	Minolta	C652	2,369	2258
Police Courts	Minolta	C652	20,909	2103
Police Admin	Minolta	C652	5,374	2006
Legal Dept.	Minolta	C652	4,055	666

## MONCTON

Location	Mfg.	Model	Avg. Images/Month B&W	Avg. Images/Month Colour
Botsford Fire	Toshiba	eStudio 4555c	1750	450
Building Inspection Dept.	Toshiba	eStudio2555c	4750	1250
Building Inspection Front	Toshiba	eStudio3055c	4750	1850
By-Law Enforcement	Toshiba	eStudio2555c	2750	360
Centennial Park	Toshiba	eStudio307	850	0
City Clerk's Dept.	Toshiba	eStudio306	4640	0
City Manager's	Toshiba	eStudio256	1960	0
Codiac Transpo	Toshiba	eStudio4555c	5650	1465
Codiac Transpo	Toshiba	eStudio2555c	3450	950
Coliseum	Toshiba	eStudio456	3050	0
Corp. Communications	Toshiba	eStudio456	7200	0
Economic Development	Toshiba	eStudio4555c	4580	3220
Engineering	Toshiba	eStudio456	6050	0
Facilities Dept.	Toshiba	eStudio256	1200	0
Finance Dept.	Toshiba	eStudio456	17500	0
General Foreman's	Toshiba	eStudio257	3750	0
Human Resources	Toshiba	eStudio456	12700	0
Information Systems	Toshiba	eStudio256	1975	0
Internal Auditor	Toshiba	eStudio306	1500	0
Legal Department	Toshiba	eStudio256	3600	0
Magnetic Hill Zoo	Toshiba	eStudio2555c	1300	100
Mechanical Dept.	Toshiba	eStudio256	2275	0
Operations Centre	Toshiba	eStudio257	7250	0
Operations Ctr. Admin	Toshiba	eStudio4555c	11250	3650
Purchasing Dept.	Toshiba	eStudio306	5500	0
Resurgo Place	Toshiba	eStudio2555c	1500	900
Revenue Department	Toshiba	eStudio456	13200	0
St. George Fire	Toshiba	eStudio2555c	1050	600
Strategic Initiatives	Toshiba	eStudio4555c	3600	1630
Urban Planning	Toshiba	eStudio 3040c	2250	3375

## **a) Hardware / Software Requirements**

The required multi-function devices are classified as follows:

- |                                     |  |
|-------------------------------------|--|
| 1. Small-Size B/W Multi-Function    | Speed 25ppm Minimum                      |
| 2. Small-Size Colour Multi-Function | Speed 25ppm B/W and 15ppm Colour Minimum |
| 3. Mid-Size B/W Multi-Function      | Speed 35ppm Minimum                      |
| 4. Mid-Size Colour Multi-Function   | Speed 45ppm B/W and 35ppm Colour Minimum |
| 5. Large B/W Multi-Function         | Speed 50ppm Minimum                      |
| 6. Large Colour Multi-Function      | Speed 65ppm B/W and 50ppm Colour Minimum |

**All new units are to be new, not previously used, and should be equipped with the following features:**

### **General:**

- Ability to print, copy, colour scan, digital send, fax (optional for Moncton)
- Floor Unit
- Compatible with IBM midrange systems (iSeries/AS400) – (for Saint John)
- Internal Network Card (10/100/1000)
- Supports Active Directory binding for name lookups, LDAP

### **Environment Requirements:**

- Energy Star Compliance (or approved equivalent)

### **Media Requirements:**

- Laser based technology
- Paper size 8.5 x 11"
- Paper size 8.5 x 14"
- Paper size 11 x 17 (Can be manual feed)
- Ability to feed envelopes & labels
- Minimum 3 paper trays for letter, legal and Ledger
- Bypass tray

**Finishing:**

- Stapling – 30 Sheets minimum

**Functional Requirements:**

- Confidential / Secure print capability
- Colour Units - Ability to default to B&W (require specific selection to print in color)
- Automatic Duplex
- Single pass Duplex

**Printer:**

- Interfaces: 1000Base-T/100Base-TX, USB 2.0 Type A, available IEEE802.11a/b/g/n/ac.
- Network Protocol: TCP/IP (IPv4, IPv6), \_TCP/IP, NTP, SNMP, SMTP, SSL, SLP, DHCP, HTTP
- Supported Operating Systems: Windows 7/8/10/Server 2008/Server 2008R2/Server 2012/Server2012R2/Server 2016, Red Hat Linux
- Printer Languages: PCL5c, PCL6, PostScript<sup>®</sup> 3™ Emulation, PDF Direct Print Emulation
- Copy/Print resolution: 1200 x 600 dpi
- Print Drivers: Universal driver supporting 32, and 64 bit versions of Windows

**Scanning:**

- Ability to deactivate scanning option
- Ability to scan to e-mail (LDAP)
- Ability to scan to a Folder (SMB/FTP)
- Ability to scan to USB
- Color Scanning
- Scan area: 11 x 17"
- Optical Resolution 600 dpi (true optical resolution)
- Output Resolution: 100/150/200/240/250/300/400/500/600 dpi
- Bit depth: 8 –bit greyscale, 24 bit RGB
- File format outputs and destinations TIFF/Multi-page TIFF, PDF, JPEG, RTF, Text
- Searchable PDF

**Wireless**

- Units should provide secure mobile printing with support for IOS, Android, Blackberry and other mobile devices.

**Other:**

- Automatic Document Feeder – Minimum 50 Sheets
- Output Stacker Capacity – Minimum 500 Sheets
- Ability to designate Input Trays to specific paper types
- Document Sorting / Collating

**Fleet Management:**

- Monitor & configure from a web browser
- Easily apply firmware patches and updates remotely
- Flexible & comprehensive fleet / device management reporting & analysis tools

**Refer to table B below for the list of additional specifications for each unit identified for replacement.**

**Every unit, attachment, feature, option or piece of equipment supplied as a result of this proposal call and any subsequent agreement, between the City and the successful proponent, shall be new and not previously used, re-manufactured, reworked or rebuilt in any fashion.**

**TABLE “B” SPECIFIC UNIT SPECIFICATIONS  
SAINT JOHN**

#	Department	Machine Type	# Trays (Excluding Manual)	Paper Capacity in Sheets	Require 3- Hole Punch
1	Asset and Facilities Mgmt.	Mid-Colour	3+	3000	Yes
2	Building Inspection	Large Colour	3+	3750	Yes
3	CGAC	Mid-Colour	3+	3000	
4	Common Clerk	Large Colour	4+	3750	Yes
5	Corporate Planning	Large Colour	3+	3000	
6	Destination Marketing	Mid-Size Colour	3+	3000	Yes
7	Finance Dept. (Admin)	Large Colour	4+	3600	
8	Finance/Parking	Large Colour	4+	3750	
9	Fire – Administration	Large Colour	3+	3000	Yes
10	Fire - Training	Mid-Size Colour	3+	1250	
11	Fire prevention	Mid-Size Colour	3+	1250	
12	Fleet Services	Mid-Size Colour	3+	1250	
13	Fleet Services (Mechanics)	Mid-Size B/W	3+	1250	
14	Human Resources	Large Colour	4+	3000	Yes
15	Legal	Large Size Colour	3+	3750	Yes
16	Leisure Services	Large Colour	4+	3600	Yes
17	Materials Management	Mid-Size Colour	3+	1250	
18	MOs – Administration	Large Colour	3+	3600	Yes
19	MOs – Customer Service	Large Colour	3+	3000	Yes
20	MOs - Upstairs	Mid-Size Colour	3+	3000	
21	One Stop	Mid-Size Colour	3+	3000	
22	Parking Commission/Cash	Mid-Size Colour	3+	3000	
23	Planning	Large Colour	4+	3000	
24	Police Administration	Large-Colour	3+	3750	Yes
25	Police Courts	Large-Colour	4+	3750	
26	Police Crime Unit	Mid-Colour	3+	3000	Yes
27	Police FIU	Mid-Size B/W	3+	1250	
28	Police Forensics ID Section	Mid-Colour	3+	1250	
29	Police Patrol	Mid-Size B/W	3+	1250	
30	Police Property Control	Mid-Size B/W	3+	1250	
31	Police Support Services	Mid-Size B/W	3+	3000	
32	Police Training	Mid-Size B/W	3+	3000	
33	Police Detention	Mid Colour	3+	1250	
34	SCDWP	Mid-Colour	3+	3000	
35	SJ Transit	Mid-Colour	3+	1250	

## MONCTON

#	Department	Machine Type	High Capacity Tray for Letter	External Finisher – Sort/Collate/Staple
1	Botsford Fire	Large Colour	Yes	Yes
2	Building Inspection Dept.	Mid-Size Colour		
3	Building Inspection Front	Mid-Size Colour	Yes	
4	By-Law Enforcement	Mid-Size Colour		
5	Centennial Park	Mid-Size B&W		
6	City Clerk's Dept.	Mid-Size B&W		
7	City Manager's	Mid-Size B&W		
8	Codiac Transpo	Large Colour	Yes	Yes
9	Codiac Transpo	Mid-Size Colour		
10	Coliseum	Mid-Size Colour	Yes	Yes
11	Corp. Communications	Mid-Size Colour	Yes	Yes
12	Economic Development	Large Colour	Yes	Yes
13	Engineering	Mid-Size B/W	Yes	Yes
14	Facilities Dept.	Mid-Size B&W		
15	Finance Dept.	Large Size Colour	Yes	Yes
16	General Foreman's	Mid-Size B&W		
17	Human Resources	Mid-Size Colour	Yes	Yes
18	Information Systems	Mid-Size B&W		
19	Internal Auditor	Mid-Size B&W		
20	Legal Department	Mid-Size B&W		
21	Magnetic Hill Zoo	Mid-Size Colour		
22	Mechanical Dept.	Mid-Size B&W		
23	Operations Centre	Mid-Size B&W		
24	Operations Ctr. Admin	Large Colour	Yes	Yes
25	Purchasing Dept.	Mid-Size B&W		
26	Resurgo Place	Mid-Size Colour		
27	Revenue Department	Mid-Size B/W	Yes	Yes
28	St. George Fire	Mid-Size Colour		
29	Strategic Initiatives	Large Colour	Yes	Yes
30	Urban Planning	Mid-Size Colour		

## b) Security

Many departments require security features which allow users to log impressions made by each individual user. This security feature must have the capability to provide reports on usage by users, as required. Also there are concerns with security of information being stored on internal hard drives of machines. Proponents are required to submit information on their ability to secure and clean internal hard drives and report on usage by user. In some cases, digital imaging devices will process sensitive and protected data – proponents must outline the disposition process for the device memory.

Many departments work with sensitive information which may require print requests to be held until a security code is entered to release the job. Proponents are to demonstrate their ability to provide this level of security. It is anticipated this feature will become more widely used as part of continuous improvement efforts.

Multi-function devices must provide methods for securing, encrypting, and erasing data on the device.

- Data overwrite/erasure where the image data stored during copy/print/scan functions is overwritten and/or erased after job execution.
- Erasure of stored data, including the user information registered on the device, when the device is moved to another workgroup or decommissioned.
- The City of Moncton requires the rights to keep any hard drive being replaced to secure any information on the hard drive. It is understood that a charge may apply.

Access to the devices for administration and configuration must be secure.

- Administrative user access is secured through password or LDAP authentication.
- Ability to lock down network ports, services, and device settings.
- Support for secure protocols for remote configuration (ie. SSL/TLS, SSH)

**Confidential/Secure Printing** – the City of Moncton currently uses PaperCut MF Version 17.0.5 to provide secure printing to users. PaperCut MF is installed on Windows print servers to capture print submitted to Windows queues. Users then authenticate at the multifunction devices to release their print identified by their AD credentials. To facilitate authentication each multifunction device has embedded PaperCut software and a proximity card reader which allows the user to scan the same proximity card they use for building access to release print. Integration of the cards to user AD credentials is managed through PaperCut MF.

The City of Moncton requires confidential/secure printing capability and wants to consider solutions both with and without PaperCut. Vendors are asked to detail if, and how, they support a PaperCut, card reader deployment as described **and** also describe how confidential/secure print is delivered through the native capabilities of the proposed multifunction devices.

### c) Reporting Requirements

A quarterly service and copy report must be supplied with each invoice. Failure to supply the service and copy report may put a hold on the payment of said invoice until such time as the reports are supplied. Quarterly reports must include the following information:

<u>Service Report</u>	<u>Copy Report</u>
Date of call	# of B/W copies per quarter by unit
Equipment serviced (Serial #)	# of Colour copies per quarter by unit
Department requiring service	# of overage/underage copies at year end
Description of Problem/Resolution	

The City also requires the ability to generate corporate level reports, departmental or logical working group reports, and by machine reports on print volumes, features etc. Proponents are to detail their ability to provide this requirement.

### d) Service Requirements

Proponents are to supply a list of all service technicians, years of experience, years with company and any/all certification or training with proposal.

Describe internal escalation procedures for service calls which are not successfully closed.

Definitions:

**First response** - the length of time between the end of the initial call to the Contractor and the Contractor's technician contacting the City's Service Desk.

**Resolution** - the length of time between the end of the initial call to the Contractor and the time at which the issue has been resolved to the end user's satisfaction.

The City's end users will report needed service to the City's Service, a City IT staff person will determine if the issue is on the City's end or the vendors. Should it be found that the issue is not on the City's end, the user will contact the vendor directly by call center or service number. Upon notification of the dispatch, the Contractor will take appropriate action towards resolution of the service need(s). Service calls will be placed as Level 1 or 2 described below.

**Level 1 – High Priority** –Priority Level 1 service calls are expected to be on an exceptional basis. Disruption of services impacting critical business operations (e.g. critical financial print device down during a month end cycle)

- **First Response Time** – within 1 Business Day hour.
- **Resolution Time** – within 3 Business Day hours.

**Level 2 – Standard Priority** –This will be the normal situation and is expected to garner the majority of service calls; may include some disruption of business operations. (e.g. ‘recurring paper jams’)

- **First Response Time** –within 2 Business Day hours.
- **Resolution Time** – within 9 Business Day hours.

The City defines that any issue that reoccurs on a device that has been worked on within forty eight (48) hours to be a continuation of the original call.

Normal service coverage times are defined as the same as the City’s Business Days.

The City’s expectations are that the Contractor will have local parts available for most repairs. However, if a part to fix a device will not be available within 4 hours of the original call, the Contractor must inform the City’s IT Department and explain the circumstance(s).

In certain circumstances, the City may require 24/7 coverage for a specific period of time for specific devices or locations because of critical business cycles or other activities. This could be in either main municipal offices or field locations. The Contractor is asked to describe their ability to provide such coverage, indicate what notification lead time would be requested, and quote the associated standby (if any) and callout cost.

#### **e) Service Reviews**

The City requires regular review meetings with the Contractor for the purpose of ensuring all fleet reliability and availability targets are being met, all services and service levels are being met, and that actions are in place with necessary accountabilities to resolve any issues and to effect continuous improvement. The exact meeting schedule will be determined jointly by the City and the Contractor.

#### **f) Device Reliability**

Reliability is considered at the device level and is based on the number of incidents incurred and the affect they had on availability or up-time. Scheduled preventative maintenance is excluded. The target for device reliability is no more than three (3) service calls in a month or no more than eight (8) service calls in twelve (12) consecutive months.

Devices that fail to meet the reliability target will be subject to the following remedies:

- If there are more than three (3) service calls or if a device is not available at least seventy- five percent (75%) of the time in the month, the City will have the option of having the Contractor replace the current faulty device with a new piece of comparable equipment with equal or greater functionality.

- If there are more than eight (8) service calls in twelve (12) consecutive months or if a device is not fully operational at least seventy five percent (75%) of the time, the City will have the option of having the Contractor replace the current faulty device with a new piece of comparable equipment with equal or greater functionality.

In either case, if the same model is no longer available, a current model with equal or greater functionality will be required. Any proposed new model is subject to the City's testing and certification processes prior to any production implementation.

Any equipment that has been replaced due to service related issues will not extend this contract.

Any equipment replaced, as noted above, will be placed on the exact same term as the original equipment it replaced. All service and consumables agreements will be coterminous with the master agreement.

### **g) Consumables Management**

Consumables proposed by the Contractor must be Manufacturer OEM. No drill and fill cartridges or toner will be accepted.

- On-site inventory is to be kept to a minimum one (1) week inventory, plus or minus one day for all locations.
- The Contractor will manage the on-site inventory to ensure adequate levels are maintained so there is no disruption in services provided to the City customers.
- Contractor will manage appropriate off-site inventory at their cost.
- All orders and deliveries for toner across all locations are to be coordinated through designated personnel (i.e. e-mail or fax confirmation of who ordered, what was ordered, and the quantity).
- The Contractor will bear the cost of maintaining the necessary levels of consumables.
- Only Original Manufacturer specified consumables are to be used. All other consumables must be pre-approved by the City's IT Department.

The Contractor must ensure used consumable cartridges are removed for recycling or disposal in an environmentally responsible manner. The Contractor will provide this service at no additional cost.

### **h) Warranty**

Warranties proposed for equipment provided by the Contractor must be Manufacturer based and, in the case of a lease arrangement, fully transferable for the term of this contract. Manufacturer must be able to validate this prior to City accepting the contract. (New equipment only) The City requires that all new equipment include an on-site warranty program that covers all parts and labour for the life of the contract.

## **i) Implementation / Installation**

This section will apply to the initial implementation / installation and on-going implementation and installations.

The following points must be coordinated with the City's IT Department.

- For all locations, the Contractor will deliver the equipment at the scheduled date and time to a designated staging area, uncrate it, configure it, prepare it for installation, deliver it to its floor location, connect it to the network, and test it.
- Delivery of equipment by the Contractor and to the locations identified in Table 4-2, will be scheduled to be within the hours of 8:30 a.m. and 12:00 p.m. and 1:00 p.m. and 4:00 p.m. on Business Days. Delivery locations do not have loading docks and will require equipment to be unloaded at street level.
- All garbage / packaging resulting from equipment delivery is the responsibility of the Contractor and must be removed from each site in an environmentally responsible manner in accordance with local environmental regulations.
- The City has numerous applications and recognizes they cannot all be tested. If, during implementation, there are incompatibilities that require special driver development, the Contractor will assume the cost of the development and/or acquiring of the driver and provide it to the City at no additional cost.
- Any damages to the property caused by the Contractor, its Sub-Contractor(s), or their employees will be immediately repaired to the satisfaction of the City and at no cost to the City.

## **j) Education and Training**

The City will require two distinct types of training to be delivered by the Contractor – training for the City's support staff and training for end users. The Contractor should provide all training at no additional charge to the City. Contractor should also describe by what method the training will be delivered and, if delivered in person, what student to instructor ratio.

Support Staff: Contractor will deliver in depth training to such key support staff as those on the Service desk, Network Admin, and Security Admin. The Contractor will train staff from the City's IT Department on the print management software and will be required to provide any training manuals and documentation.

End Users: will require training that explains how to operate the hardware, clear jams, load paper, load toner and use the front control panel. The Contractor should plan to provide two 20 minute training sessions per location across all locations at the time of installation. Training material will be shared with the City's IT Department to conduct on-going education as required.

### **k) Value Added Services**

The City and some Agencies, Boards and Commissions (ABC's) have initiated continuous improvement efforts and will continue to do (particularly around records management, digitization and security). We are looking to vendors to future proof our digital imaging investment by knowing our business, and providing a vision on how their product(s) will meet our current needs and provide future prospects for greater effectiveness, efficiency and security. Describe and provide examples where you may employ innovative technology, management systems, and approaches not contained in this proposal call that will provide additional value to this service and allow the City and its ABC's to leverage digital imaging opportunities to improve business processes in the future.

### **l) Standards**

The City is obligated to ensure records throughout their life-cycle are subject to the following standards:

- *Government of New Brunswick Digitization Standard*, Provincial Archives of New Brunswick, February 2013
- *Electronic records as documentary evidence*, Canadian General Standards Board-72.34-2017

Proponents should review the standards identified above to ensure the models proposed enable the City to meet these obligations.

### **m) Special Consideration**

**The City anticipates there will be department and staff relocations during the course of this agreement. The proponent agrees to coordinate the moving of digital imaging equipment with City staff at a time provided by the City at no additional cost.**

## B. EVALUATION CRITERIA

- 1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

STAGE II OF EVALUATION PROCESS	SCORING (POINTS)
<b>Quality and Completeness:</b> <ul style="list-style-type: none"> <li>• Has the proponent addressed all of the needs identified?</li> <li>• Is the proposal presented in an organized and professional manner?</li> </ul>	5
<b>Qualifications and References:</b> <ul style="list-style-type: none"> <li>• Experience and expertise with similar projects</li> <li>• References</li> </ul>	5
<b>Proposed Project Approach and Roll-out Methodology/schedule:</b> <ul style="list-style-type: none"> <li>• Proposed approach to the delivery of the required product and availability of resources to deliver product in a timely and efficient manner</li> <li>• Methodology for adjustment of units throughout the contract</li> <li>• For City of Saint John – Detail the procedures involved in moving units within City Hall at the time of City Hall’s restructure</li> </ul>	10
<b>Technical Ability – Hardware, Software and Security:</b> <ul style="list-style-type: none"> <li>• Provide evidence to show that all technical requirements/specifications within this RFP are met with the proposed products</li> <li>• Warranty</li> </ul>	35
<b>Ability to Provide Service:</b> <ul style="list-style-type: none"> <li>• Proposed approach to provide training, on-going service and availability/ability of resources to deliver such services when required</li> </ul>	10
<b>Value Added Services:</b> <ul style="list-style-type: none"> <li>• Additional information, specialized knowledge, and options</li> </ul>	5
<b>Financial Proposal:</b> <ul style="list-style-type: none"> <li>• Pricing Form</li> </ul>	30
<b>TOTAL POINTS FOR STAGE II</b>	<b>100</b>

## C. SUBMISSION REQUIREMENTS

1) Proponents should include the following information in respect of each of the rated criteria:

(a) **Quality and completeness – 5 Points**

- i. an introduction with respect to the proponent’s interest in this opportunity;
- ii. a description of the proponent’s understanding of the scope of services and the role of the service provider in the context of this RFP;
- iii. copy of proponent’s Standard Lease Agreement.

(b) **Qualifications and References – 5 Points**

- i. a brief description of the proponent;
- ii. a description of experience, qualifications and expertise with similar projects;
- iii. a completed Reference Form as provided in Appendix C for the proponent and each Key Personnel, if any.

(c) **Proposed Project Approach and Roll-out Methodology/schedule – 10 Points**

- i. a description of how the proponent will provide the Deliverables, including availability of product as well as a detailed work plan demonstrating how product will be rolled out within the organization;
- ii. methodology for adjustments of units throughout the contract;
- iii. procedures involved to move units for City Hall Restructure.

(d) **Technical Ability – Hardware, Software and Security – 35 Points**

- i. complete technical information on the proposed product(s) specified in Appendix D and how the needs of the City will be met by the product(s); and
- ii. Information on warranty

(e) **Ability to Provide Service – 10 Points**

- i. a description of services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- ii. provide details around on-going service structure, training for users, quality assurance and control, hours for support, etc.

(f) **Value Added Services – 5 Points**

- i. a brief description of what value add the proponent can offer.

(g) **Financial Proposal – 30 Points**

- i. completed Pricing Form as provided in Appendix B.