



OPSEU Pension Trust

Fiducie du régime de  
retraite du SEFPO

## **Request for Service Printing Services**

**Date Issued: March 14, 2017**

**Submission Deadline: March 27, 2017**

**Contact:** Sorayah Kassim-Lakha,  
Procurement Leader  
OPSEU Pension Plan Trust Fund  
1 Adelaide Street East, Suite 1200  
Toronto, ON M5C 3A7

Email: [slakha@optrust.com](mailto:slakha@optrust.com)

Tel: 416-681-6396

**TABLE OF CONTENTS**

1 Corporate Overview ..... 2

    1.1 OPTrust’s Mission ..... 2

2 Purpose of the Request for Service ..... 3

3 Initiative Details ..... 4

    3.1 Service Scope ..... 4

    3.2 Service Governance ..... 5

    3.3 Required documents: Samples and Union Status ..... 5

    3.4 Proposal Content Requirements ..... 5

    3.5 RFS Timing ..... 6

    3.6 Selection Criteria ..... 6

    3.7 Selection and Ranking ..... 6

    3.8 Questions ..... 6

    3.9 Fees ..... 7

    3.10 No Commitment ..... 7

    3.11 Requirement for the Contract ..... 7

    3.12 Clarification; No Bid-Repair ..... 7

    3.13 Verification ..... 8

    3.14 Reservation ..... 8

    3.15 Submission Deadline ..... 8

4 General Provisions ..... 8

    4.1 respondent Agreement to Terms and Conditions of this RFS ..... 8

    4.2 Rights of OPTrust ..... 9

    4.3 Confidentiality ..... 10

    4.4 No Representations, Warranties or Conditions ..... 10

    4.5 Errors and/or Omissions in the RFS ..... 11

    4.6 Costs and Expenses ..... 11

    4.7 Retention of Proposals ..... 11

    4.8 Language and Governing Law ..... 11

    4.9 Restrictions on Communications Between respondent – No Collusion ..... 11

    4.10 Disclaimer and Limitation of Liability ..... 11

Schedule A : Notice of Intent ..... 13

Schedule B: Primary Respondent’s Profile (Resume) ..... 14

Schedule C: Response to Deliverables ..... 15

Schedule D: Fees ..... 16

## 1 CORPORATE OVERVIEW

With net assets of \$18.4 billion, OPSEU Pension Plan Trust Fund (“OPTrust”) invests and manages one of Canada’s largest pension funds and administers the OPSEU Pension Plan (the “Plan”), a defined benefit plan with almost 87,000 members and retirees.

OPTrust was established to give plan members and the Government of Ontario an equal voice in the administration of the Plan and the management of the assets through joint trusteeship. OPTrust is governed by a 10-member Board of Trustees, five of whom are appointed by OPSEU and five by the Government of Ontario.

OPTrust is subject to federal and Ontario laws and regulations governing registered pension plans. As the plan administrator, OPTrust’s role is to prudently invest and manage the Plan’s assets, ensure that members and retirees receive the pension benefits to which they are entitled, and provide them with the finest service and communications.

### 1.1 OPTRUST’S MISSION

Paying pensions today, preserving pensions for tomorrow.

## 2 PURPOSE OF THE REQUEST FOR SERVICE

OPTrust is executing this Request for Service (“RFS”) to identify a candidate or candidates to provide printing services. The candidate(s) must be unionized and, as such, responses will only be accepted from unionized organizations. The printing services responsibilities include, but are not limited to: handling various print specifications and volumes, storage and delivery of printed materials, broad-based customer service and consultation (the “Printing Services”). The successful candidate(s) will work with OPTrust on current and upcoming projects.

The purpose of this RFS is to pre-qualify, select and establish a vendor of record (“VOR”) list (for a five-year period) for the role of supplier(s) of Printing Services to OPTrust (each a “Supplier”). Contractual arrangements to support work assignments, if any, will be established as the work assignments arise.

The Supplier(s) of Printing Services will liaise with representatives from OPTrust’s Communications Department.

**3 INITIATIVE DETAILS**

**3.1 SERVICE SCOPE**

The key requirements for the Supplier(s) of Printing Services are as follows, but not limited to:

1. Provide offset and digital printing services
2. Have multiple presses to handle capacity and possible equipment failure
3. Provide climate controlled storage of printed materials until ready for use
4. Provide proofs and on-site press checks for all jobs to designated department representatives for review and approval prior to printing, unless other arrangements agreeable to OPTrust or its representatives are made
5. Ability to accept electronic files for job order processing
6. Capable of handling minimum print volumes listed below:

<b>Signage</b>	Ad hoc, foam core or coroplast signage
<b>Business cards and stationary</b>	On an as required basis with the following approximate types and quantities: <ul style="list-style-type: none"> <li>• 9,300 business cards</li> <li>• 11,000 envelopes (various sizes)</li> <li>• 2,000 presentation folders</li> <li>• 5,000 corporate letter head</li> </ul>
<b>Newsletters</b>	30,000 – 2 issues a year (approx. 8 pages self cover) 30,000 – 1 issue a year (approx. 12 pages self cover)
<b>Booklets, brochures, and other collateral</b>	5,000 Plan Booklet (approx. 48 pages separate cover) 3,000 Brochure (double-parallel fold ) 500 Booklets (approx. 20 pages separate cover ) 50,000 (other) 5,000 (other)
<b>Annual report</b>	350 (approx. 68 pages separate cover)

7. Provide guarantee turnaround time of three to five days, subject to the type and complexity of the print request
8. Provide pickup and delivery services:
  - 8.1 To OPTrust’s Toronto offices (1 Adelaide Street East and 130 King Street West)
  - 8.2 As co-ordinated with OPTrust’s mail house vendor
  - 8.3 To OPTrust’s fulfilment house
9. Provide recommendations based on expertise in the field
10. Collaborate with OPTrust’s external designer(s)
11. Provide quotes that include all costs to produce, co-ordinate mail and deliver all jobs, including all necessary materials

As part of the response to the RFS, please describe your relevant experience executing the key requirements identified above.

### **3.2 SERVICE GOVERNANCE**

The expectation is that there will be a single point of contact that will represent the successful Supplier(s) who will own the relationship with OPTrust. The contact should also inform designated department representatives of the following: new materials and processes, billing, and other critical matters, such as deadlines not being met. In the case of absence, the contact must also provide a backup.

### **3.3 REQUIRED DOCUMENTS: SAMPLES AND UNION STATUS**

#### **SAMPLES**

As part of the response to the RFS, respondents are required to provide hardcopy samples of the following:

3.3.1 Business cards

3.3.2 Stationary: envelopes (various sizes), presentation folders, letter head – offset

3.3.3 Newsletter: self cover, offset, saddle stitch

3.3.4 Booklets (2): separate cover, offset, saddle stitch, and separate cover, digital, saddle stitch

3.3.5 Brochure: double-parallel fold, offset

3.3.6 Annual report: separate cover, digital, perfect bound

3.3.7 Signage: foam core and/or coroplast

3.3.8 Examples of some of the following specialty finishes: die cutting, various coatings [varnish (e.g. gloss, matte, satin), UV, AQ, etc.], binding options, custom cutting, embossing, foil stamping, lamination and perforation

#### **UNION STATUS**

As part of the response to the RFS, respondents are required to provide:

3.3.9 Proof that production employees are unionized

3.3.10 A valid union label license

### **PROPOSAL SUBMISSION AND REVIEW**

#### **3.4 PROPOSAL CONTENT REQUIREMENTS**

As part of the response to the RFS, respondents are required to provide the documents listed below:

**Schedule A: Completed Notice of Intent**

**Schedule B: Primary Respondent's Profile ( Resume)**

**Schedule C: Response to Deliverables (refer to section 3.1 , 3.2, 3.3)**

**Schedule D: Fees (refer to section 3.9)**

**Schedule E: Financial Statements**

### 3.5 RFS TIMING

The following are the anticipated timing and dates for this RFS; however, OPTrust reserves the right to modify the schedule, or to add or delete steps in the RFS process, in its sole discretion. For those steps in the RFS process that require respondents to deliver a response to OPTrust, these are firm deadlines, unless OPTrust amends this RFS in writing and respondents should submit the required response on or before the deadline set out below:

Description of Activity	Dates
RFS Issued	March 14, 2017
Completed Notice of Intent Received	March 17, 2017 - 5PM EST
Due Date for Submitting RFS Responses	March 27, 2017- 5PM EST
Meeting with Short-Listed Respondents	Week of April 3, 2017
Site Visits	Week of April 10, 2017
Notification of Outcome	Week of April 17, 2017

### 3.6 SELECTION CRITERIA

Selection of the successful Supplier(s) of Printing Services will be based on, but not limited to, response to Section 3 and to the following criteria:

1. Demonstrated ability and experience to meet requirements identified in section 3.1
2. Preference for an organization located in GTA and the qualifications of the representative assigned to the relationship
3. Evidence of being unionized
4. Highly efficient facility and equipment
5. Proven product quality
6. Demonstrated service quality
7. Quality of samples of work provided
8. Cost and value of service
9. Submission of Financial Statements

### 3.7 SELECTION AND RANKING

As part of the RFS review process, respondent(s) will be scored on the pre-determined criteria as outlined in, but not limited to Section 3.6.

### 3.8 QUESTIONS

Any questions that respondent may have with regards to the RFS must be directed in writing to OPTrust's contact identified in Section 3.15. Answers will be provided in writing. Questions submitted to OPTrust will be treated in confidence. OPTrust may, in its sole discretion, amend or supplement this RFS by the issuance of a written addendum. No statement, whether oral or written, made by OPTrust or its advisors, employees (whether orally or in writing) shall be deemed or construed to add to, subtract from or otherwise amend this RFS unless issued as a written addendum.

### **3.9 FEES**

All invoices submitted by the selected Database Support Service Provider will be billed to OPTrust in Canadian dollars. All payments by OPTrust will be issued in Canadian dollars. Unless agreed to in the contract, all expenses must be pre-approved in writing by OPTrust. As part of your response to the RFS, to compliment the information provided in Section 3.1, please describe in detail your billing rates, practices and policies with respect to fees that would apply if you were engaged to provide the Printing service to OPTrust.

### **3.10 NO COMMITMENT**

Other than the respondent's agreement to the terms and conditions of this RFS, the submission of a proposal neither creates a legal binding relationship between OPTrust and the respondents, nor is it intended to create such a relationship. This RFS is not an offer to enter into either a binding contract (often referred to as "contract A") or a contract to carry out the services contemplated herein (often referred to as "contract B"). The award of any contract contemplated by this RFS is subject to the execution by the selected respondent and OPTrust of a definitive services agreement or engagement letter ("Definitive Agreement"). OPTrust reserves the right to modify or supplement the terms and conditions herein or to negotiate different terms and conditions with the selected respondent to reflect changes in its requirements or in the nature of the services procured. OPTrust will not be obligated in any manner to any respondent until an agreement has been signed by the respondent and OPTrust, and will have no obligation to enter into an agreement with any respondent

### **3.11 REQUIREMENT FOR THE CONTRACT**

The contract entered into between OPTrust and the selected vendor will have to be acceptable to OPTrust in terms of, without limitation, standard of care, confidentiality obligations, limitation of liability, insurance and other matters.

### **3.12 CLARIFICATION; NO BID-REPAIR**

During the evaluation of responses, OPTrust may elect to contact one or more respondents to seek clarification in respect of the respondent's response. The decision to seek clarification is in the sole discretion of OPTrust. Any clarification provided by a respondent in response to a request for clarification by OPTrust should be in writing and may, in OPTrust's discretion, be treated as part of the respondent's response. Any such responses should be limited to the subject matter of the request and should not otherwise attempt to remedy any deficiencies in, or improve the quality of, the respondent's initial response. OPTrust may elect not to consider any such response, or any part thereof, that fails to comply with the foregoing.

### **3.13 VERIFICATION**

OPTrust reserves the right to verify any statement or claim made by a respondent in its response by whatever means OPTrust determines appropriate, including but not limited to contacting references other than those identified by the respondent. OPTrust may disqualify a respondent that makes any false or misleading statement or claim in or regarding its response or any aspect of this RFS. OPTrust reserves the right to revise the evaluation criteria of a response based on clarifications and verifications sought during the RFS process (including any clarifications or verifications resulting from reference checks, and presentations).

### **3.14 RESERVATION**

OPTrust reserves the right to accept or reject any or all response or any part of a response, and to waive any irregularity or non-compliance in any response, in its sole discretion. OPTrust is under no obligation to ultimately award the engagement contemplated by this RFS to any vendor, including the respondent submitting a response containing the lowest price. Respondents should note that pricing is only one factor and is not determinative; OPTrust reserves the right to select suppliers other than the ones submitting response with the lowest pricing. Regardless of any other provision in the RFS, OPTrust may reject any response which exceeds OPTrust's budget for the services contemplated by this RFS.

### **3.15 SUBMISSION DEADLINE**

One hardcopy and one softcopy of your proposal must be submitted no later than the cover page of this document to:

Sorayah Kassim-Lakha  
Procurement Leader  
OPTrust Pension Plan Trust Fund  
1 Adelaide Street East, Suite 1200  
Toronto, ON M5C 3A7  
[slakha@optrust.com](mailto:slakha@optrust.com)

Respondents and their representatives may not contact individuals employed or engaged by any member of OPTrust, other than the OPTrust contact listed above, concerning matters regarding this RFS. Only information received by the OPTrust contact listed above will be considered in the RFS process. All such communications must be in writing. Any respondent that does not follow these instructions may in OPTrust's sole discretion be disqualified from this process.

## **4 GENERAL PROVISIONS**

### **4.1 RESPONDENT AGREEMENT TO TERMS AND CONDITIONS OF THIS RFS**

By submitting a proposal, and in consideration of the receipt of this RFS and of the opportunity to submit such proposal, each respondent agrees to be bound by the terms and conditions set forth in this RFS, including but not limited to the terms and conditions set forth in Section 3 (Initiative Details) and this Section 4 (General Provisions). Respondent may not withdraw its

proposal once submitted in accordance with Section 3.15. It is the responsibility of each respondent to ensure that its proposal is submitted in accordance with the terms and conditions set forth in this RFS. All decisions made by OPTrust in connection with this RFS are final and binding on all respondents.

#### **4.2 RIGHTS OF OPTRUST**

OPTrust may, in its sole discretion, exercise any or all of the following rights and options with respect to this RFS:

- (a) OPTrust may reject any proposal in whole or in part; including: (i) rejecting any proposal from respondents that have or have had an unsatisfactory performance review rating or which had contracts with OPTrust which were terminated for default or from respondents that have previously been given a “notification of award” of contract by OPTrust pursuant to another request for proposal and defaulted in proceeding with the work of the contract; and (ii) rejecting a proposal from a respondent with whom an officer or director of that respondent has been an officer or director of a company that has previously received an unsatisfactory performance rating, or has had a OPTrust contract that was terminated for default or has been given a “Notification of Award” of contract by OPTrust pursuant to another request for proposal and defaulted in proceeding with the work of the contract;
- (b) waive any irregularity or non-compliance in any proposal, in its sole discretion;
- (c) cancel or withdraw this RFS with or without the substitution of another request for services, suspend this RFS, or alter the terms and conditions of this RFS (including, without limitation, extending the times and deadlines referred to herein);
- (d) negotiate any of the provisions of a proposal with a respondent, which negotiations may result in changes to a proposal without entering into similar negotiations with any or all of the other respondent;
- (e) enter into negotiations and subsequently contract with more than one respondent;
- (f) not award any assignments to any selected VOR or award one or more contracts or assignments for portions or all of the services to as many selected VOR as it deems appropriate, including awarding a contract for less services than the specific services contemplated in the selected Supplier’s proposal;
- (g) reserve the right to use its own experiences with the respondent in previous contracts to evaluate the respondent’s performance and proposal; and
- (h) reserve the right to negotiate its form of services agreement, modify or supplement the terms and conditions or negotiate different terms and conditions

with a selected respondent for any reason, including to reflect changes in OPTrust's requirements or in the nature of the services procured.

OPTrust will not be liable for any expenses, costs, losses or damages incurred or suffered by a respondent as a result of any such action taken by OPTrust.

#### **4.3 CONFIDENTIALITY**

Neither OPTrust nor the respondent will use, reproduce, disclose, provide access to, transfer or otherwise make available any Confidential Information of the Disclosing Party for any purpose, other than as and to the extent expressly permitted under this RFS or as may be reasonably necessary for the exercise of its respective rights to prepare or review a proposal pursuant to this RFS. The Receiving Party will take all measures required to maintain the confidentiality and security of all Confidential Information received from the Disclosing Party. Each Receiving Party may, where permitted by applicable law, disclose Confidential Information of the Disclosing Party: (a) to the extent required by applicable law (provided that the Receiving Party must first give the Disclosing Party reasonable notice of such compelled disclosure so that the Disclosing Party has an opportunity to take such steps as it desires to challenge or contest such disclosure or seek a protective order); and (b) to its professional advisors, employees, agents and independent contract personnel (including to those professional advisors, employees, agents and independent contract personnel of OPTrust's or the respondent's affiliates), provided in each case, that such person is subject to confidentiality obligations in respect of such Confidential Information that are no less stringent than those contained in this Section. Where "Confidential Information" means any and all information of a party (the "Disclosing Party") that has or will come into the possession or knowledge of the other party (the "Receiving Party") in connection with or as a result of this RFS, excluding information that is: (1) or becomes publicly available other than through an act or omission of the Receiving Party (but only after it becomes publicly available); (2) independently developed by the Receiving Party without any use of or reference to the Confidential Information of the Disclosing Party; or (3) received by the Receiving Party in good faith without an obligation of confidence of any kind from a third party (unless and until the Receiving Party has reason to believe that such information is, was or becomes subject to an obligation of confidence of any kind). This RFS, including its attachments, and all other information provided by OPTrust during this RFS process constitutes Confidential Information of OPTrust. OPTrust reserves the right to require respondents to return all copies of OPTrust's Confidential Information, and to permanently and irretrievably delete all electronic copies thereof, at the conclusion of the RFS process. respondents that decide not to submit a proposal must return all Confidential Information to OPTrust immediately upon making such decision.

#### **4.4 NO REPRESENTATIONS, WARRANTIES OR CONDITIONS**

While OPTrust has used reasonable efforts to ensure that all information contained in this RFS is complete and accurate, OPTrust provides no representations, warranties or conditions of any kind in connection with this RFS, express or implied. Without limiting the preceding sentence, OPTrust does not represent, warrant or guarantee that the information contained in this RFS is complete or accurate, and assumes no liability for any errors or omissions contained in this RFS.

#### **4.5 ERRORS AND/OR OMISSIONS IN THE RFS**

In the event that a respondent identifies any ambiguity, error, contradiction, or general incorrectness in the RFS document, it will be expected to inform OPTrust in writing, in which event OPTrust will contact all respondents on a best efforts basis to inform them of the deficiency and/or omission. Identification of non-material errors and/or omissions will not constitute an extension to the RFS deadline.

#### **4.6 COSTS AND EXPENSES**

Each respondent will bear all costs and expenses associated with its participation in this RFS process including but not limited to the costs and expenses incurred by it in preparing its proposal, responding to requests for clarification, attending at and participating in a presentation session with OPTrust (if invited), and negotiating a service agreement with OPTrust (whether executed or not). For greater certainty, if OPTrust elects to reject all proposals submitted in connection with this RFS, OPTrust will not be liable to any respondent for any costs, penalties or damages arising therefrom.

#### **4.7 RETENTION OF PROPOSALS**

All proposals submitted in response to this RFS, including all materials included with such proposal, become the property of OPTrust.

#### **4.8 LANGUAGE AND GOVERNING LAW**

Except where otherwise requested, all documents relating to the respondent's proposal and all communications between the respondent and OPTrust will be in the English language. Except where otherwise disclosed, all references to times in this RFS will mean Eastern Standard Time (EST). This RFS and each respondent's proposal will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

#### **4.9 RESTRICTIONS ON COMMUNICATIONS BETWEEN RESPONDENT – NO COLLUSION**

A respondent shall not discuss or communicate, directly or indirectly, with any other respondent, any information whatsoever regarding the preparation of its own proposal or the proposal of other respondents in a fashion that would contravene applicable law. Respondents shall prepare and submit proposals independently and without any connection, knowledge, comparison of information or arrangements, direct or indirect, with any other respondent. This obligation extends to all team members of a respondent and all of the respondent's and respondent's team members' respective advisors, independent contractors, agents, employees and representatives.

#### **4.10 DISCLAIMER AND LIMITATION OF LIABILITY**

Regardless of any provision to the contrary in this RFS, OPTrust's aggregate liability for any loss or damages to the respondent, due in whole or in part to OPTrust's, its affiliates or their respective directors', officers', employees' or agents' act or omission, in relation to this RFS shall not exceed five thousand Canadian dollars (C\$5,000), and in no event shall OPTrust be responsible for any losses or damages of the respondent, due in whole or in part to OPTrust, its affiliates' or their respective directors', officers', employees' or agents' act or omission in relation to this RFS that are indirect, consequential, special, incidental, or punitive, or for economic loss, loss of revenues, loss of profits, penalties, or fines. The foregoing liability cap

and disclaimer shall apply to all claims, including, without limitation, for tort (including negligence), willful misconduct, breach of any statutory or other duty of care, breach of contract and fundamental breach, or any other legal theory, and all acts or omissions, including, without limitation, as a result of OPTrust accepting a non-compliant proposal; accepting a proposal that does not meet one or more mandatory requirements; disqualifying a proposal that meets all of the mandatory requirements; accepting a proposal from an ineligible respondent; failing to accept or disqualifying a compliant proposal; failing to adhere to its stated evaluation criteria; failing to adhere to specifications, planned scope of work, or terms of reference; any evaluation errors; a failure to conduct a fair process; waiving or failing to waive procedural or technical defects, irregularities, exceptions, and omissions in proposals; accepting a late proposal; or failing to accept a proposal submitted on time; refusing to accept a proposal submitted to an incorrect location; accepting a proposal that was submitted to an incorrect location; inability or unavailability to accept the submission of a proposal; or permitting participation of a joint venture, consortium or subcontracting arrangement, or a member thereof in a manner contrary to the terms of this RFS. The respondent confirms that it has had an opportunity to review the RFS documents and obtain legal advice in respect thereto and accepts the allocation of risk set out in this RFS.

**Schedule A : Notice of Intent**

**Name of Organization:**

**Authorized Representative:**

**Title of Authorized Representative:**

**Address:**

**Telephone Number:**

**E-Mail Address of Authorized Representative:**

Please state your intention with regard to the Request for Service by selecting one of the following:

I intend to respond to OPTrust's Request for Service

I do not intend to respond to OPTrust's Request for Service

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Send this form via email to OPTrust Contact identified in section 3.15, no later than 5PM EST on March 17, 2017

**Schedule B: Primary Respondent's Profile (Resume)**

Please describe your relevant experience as a printing services provider.

## **Schedule C: Response to Deliverables**

Please provide your responses to the questions and information requested in Section 3.1, 3.2 and 3.3

**Schedule D: Fees**

Please provide information relating to fees for each of the services outlined in Section 3.9

**Schedule E: Financial Statements**

Please provide copies of your most recent audited and interim statements.