



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 687-2017

PROVISION OF DIRECT MAIL SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF DIRECT MAIL SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 16, 2017.

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

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).

B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

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

B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178

B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;

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

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) Dycom International Inc.

B11. QUALIFICATION

B11.1 The Bidder shall:

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

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B11.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their Total Bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B13. IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

- B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B15. EVALUATION OF BIDS

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B15.4.1 Further to B15.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B15.5 This Contract will be awarded as a whole.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:

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

B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B15.

B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B16.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B16.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist the provision of direct mail services for the period from November 1, 2017 until October 31, 2018, with the option of three (3) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on November 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2017.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, may approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
 - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Bid Opportunity:
- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
 - (b) "**Scheduled**" means to plan or appoint for a certain time or date ;
 - (c) "**As required**" means according to need ;
 - (d) "**Setup costs**" means the cost of setting up the off-set machine, plates etc., intended to cover isolated small run costs; meant where the nature of the User's Work is occasional (occurring infrequently at irregular intervals).

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
- Francisco Aguirre
Contracts Officer
- Telephone No. 204-986-3855
Email Address: FAguirrePineda@winnipeg.ca
- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- D6.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

- D8.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D8.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. LIQUIDATED DAMAGES

- D11.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2, the Contractor shall pay the City liquidated damages which shall be based on a genuine pre – estimate of the City’s damages per Working Day, for each and every Working Day following the day fixed herein until the Work is complete.
- D11.2 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D12. DELIVERY

- D12.1 Goods shall be picked up and delivered on a “Scheduled” or "As-Required" basis during the term of the Contract, f.o.b. destination, and freight prepaid.
- D12.2 The Contractor shall provide pick-up of jobs at various City locations, and deliver to either:
- (a) Canada Post located at 1870 Wellington Ave R3H 3H0; or
 - (b) City of Winnipeg, Corporate Services Department, Printing, Graphics, and Mail Services Branch, Basement – Susan A. Thompson Bldg. - 510 Main Street.
- D12.3 The delivery location shall be determined in coordination with (or by) the User.

D13. ORDERS

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D14. RECORDS

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D15. INVOICES

- D15.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca
- D15.2 Invoices must clearly indicate, as a minimum:

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

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D16. PAYMENT

D16.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D17. PURCHASING CARD

D17.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D17.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

WARRANTY

D18. WARRANTY

D18.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work, and shall be in accordance with Canadian Postal Standards, which is available on internet site:
www.canadapost.ca/tools/pg/standards/default-e.asp

E1.2 The Contractor shall establish, organize and confirm Job details with the User within three (3) days of award.

E1.2.1 The Contractor shall promptly notify the Contract Administrator of any changes to the information noted for the Schedule of Users.

E1.3 The User shall provide the Contractor with a sufficient supply of envelopes and material to complete the required Job(s).

E1.3.1 The Contractor shall make provision to stock a reasonable inventory of envelopes or material to facilitate the Scheduled Job, in accordance with the Specifications.

E1.3.2 Following the expiry of this Contract, or on the request of the User, the expired Contractor shall be responsible for delivery of excess inventory, freight prepaid direct, back to the User Department within 2 (two) business days, or if requested by the User, freight prepaid direct to the new Contractor.

E1.4 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. SERVICES

E2.1 The Contractor shall supply and deliver direct mail services in accordance with the requirements hereinafter specified.

E2.2 All mail preparation materials sent by a User requires a completed Mail Preparation–Job Submission form

(a) a copy is attached as specifications page 10 of 10

(b) the Contractor shall make the form available to the User (included as page 10 of 10).

(c) the Contractor shall keep and maintain the Mail Preparation-Job Submission form (submitted by Users) for the duration of the Contract, and shall make a copy of the form available to the Contract Administrator on request.

E2.3 If the User submits a Job for between multiples of one thousand, the cost shall be calculated as follows

E2.3.1 Bid price per thousand, divided by 1 Thousand, and multiplied by the number of pieces, which shall be added to the job (costed up to the thousands).

E2.4 Envelopes for automation shall be open side:

E2.4.1 A minimum envelope size of 6" x 3.25";

E2.4.2 A maximum envelope size of 9.5" x 6"

E2.4.3 All Open end envelopes, and envelopes apart from sizes noted in E2.4.1, and E2.4.2, shall require manual insertion.

E2.5 Folds for letter and legal paper shall include:

E2.5.1 Letter folds – up to 2 fold types:

- (a) Single fold;
- (b) Double fold (which includes);
 - (i) "Gate Fold";
 - "Z Fold";
 - "C Fold" aka "Standard Letter Fold".

E2.5.2 Legal folds – up to 2 fold types

- (a) Double Parallel Fold;
- (b) Accordion Fold.

E2.5.3 Current jobs supplied flat for folding and inserting

Utility Bill	supplied flat 7" x 8.5"	to be folded for insert as: 7" x 4.25";
Letters	supplied flat 8.5" x 11"	to be folded for insert as: 3.75" x 8.5";
Notices	supplied flat 8.5" x 11"	to be folded for insert as: 5.5" x 8.5";
Notices	supplied flat 8.5" x 14"	to be folded for insert as: 3.5" x 8.5";
Coupons	supplied flat 4" x 11"	to be folded for insert as: 4" x 6".

E2.5.4 More complex folds may be performed. User(s) shall contact the Contractor for unusual folding requirements.

E2.6 Item No. 1 – Set-Up Cost For a Complete Job Less Than 1 thousand pieces shall be:

E2.6.1 If the User submits a Job for less than multiples of one thousand, the cost shall be calculated as follows:

- (a) Bid price per thousand; divided by 1 thousand, and multiplied by the number of pieces,
- (b) Only one setup costs shall be applied to a job. This setup costs shall be additional to the cost of Item No(s) 2 to 25 on Form B: Prices.

E2.6.2 Notwithstanding E2.5.1(b), setup cost is intended to cover isolated small run costs. For instances where the nature of the Users Scheduled Job is small runs, the Work shall be exempt of setup costs.

E2.7 Item No. 2 - Machine Folding Various Flat Sheet Paper Sizes For Insert shall be:

E2.7.1 Inserts shall be submitted to the Contractor flat, and shall be machine folded, at size, by the Contractor.

- (a) At size shall be ½" lesser in length than the envelope and ¼" lesser in height than the envelope.

E2.7.2 Fold types shall be in accordance with E2.5

E2.8 Item No. 3 – 6 - Machine Inserting And Sealing shall be:

E2.8.1 Envelopes shall be supplied by the User departments

E2.8.2 Inserts shall be already at size, and ready for insertion.

- (a) If the insert is not at size, the User shall indicate the folding requirement as outlined in E2.5.

E2.8.3 If sealing is required it shall be at no extra cost.

E2.8.4 The Contractor shall seal all jobs unless specifically requested not to.

E2.9 Item No. 7 - Machine Sealing Only (No Folding):

E2.9.1 shall apply if the job being submitted has already been inserted and requires sealing only.

E2.10 Item No. 8 -Manual Folding Various Flat Sheet Paper Sizes For Insert

E2.10.1 Available at User's request, or required if the Job:

- (a) Is delivered to the Contractor stapled;
- (b) Requires hand matching;
- (c) Is multiple piece carbonless.

E2.10.2 Inserts shall be submitted to the Contractor flat, and shall be manually folded, at size, by the Contractor.

At size shall be ½" lesser in length than the envelope and ¼" lesser in height than the envelope.

E2.10.3 Fold types shall be in accordance with E2.5.

E2.11 Item No. 9 -11 - Manual Inserting shall be:

E2.11.1 Envelopes shall be supplied by the User departments

E2.11.2 Inserts shall be already at size, and ready for insertion.

- (a) If the Insert is not at size, the User shall indicate the folding requirement as outlined in E2.5.

E2.12 Item No. 12 - Manual Sealing shall be:

E2.12.1 The Contractor shall seal all jobs unless specifically requested not to.

E2.12.2 Required if the job being submitted has already been inserted and requires sealing only.

E2.13 Item No. 13 - Form bursting and breaking shall be:

E2.13.1 Required where forms have been printed on tractor feed stock, and will consist of either plain or carbonless, single page stock or multi-part stock. The result is a clean form, ready for folding and/or inserting.

E2.13.2 Form bursting requires the breaking-up of perforations at top and bottom of each form, as well as the breaking-off of perforations along the side of the tractor feed strips;

- (a) Form bursting allows for the breaking-up of perforations at top and bottom of each form,;
- (b) Form bursting allows for the breaking-off of perforations along the side of the tractor feed strips;

E2.13.3 The result is a clean form, ready for folding and/or inserting.

E2.14 Item No. 14 - Hand Matching And Collating shall be:

E2.14.1 Contractor shall perform hand-matching of the multiple pages, ensuring accurate placement of (personalized) recipient specific information prior to insertion.

E2.15 Item No. 15 -Paper Cutting shall be:

E2.15.1 The User is advised that the maximum finished cut size shall be ½" lesser in length and ¼" lesser in height than the envelope they submit for the job.

E2.15.2 In order to facilitate automation for the inserting process of cut paper, finished cuts should weigh approximately 20 lbs.

E2.15.3 the User should submit a paper weight of 40 lbs. if 2 cuts are required;

E2.15.4 the User should submit a paper weight of 60 lbs. if 3 cuts are required.

E2.16 Item No. 16 -Inkjet Addressing shall be:

- E2.16.1 The Contractor is advised that The City of Winnipeg has a current Contractor for the Supply and Delivery of Printed envelopes which includes the printing of the return address field. Inkjet addressing should be utilized in emergent situations only.
- (a) The Contractor shall keep a record of the Users requesting this job and advise the Contract Administrator when a return address field is requested.
- E2.16.2 Inkjet addressing from client-provided electronic list, onto a non-window envelope.
- E2.16.3 The electronic lists of addresses shall be in either of the following formats, and shall contain separate fields for the address, city, province, and postal code:
- (a) ASCII delimited;
- (b) ASCII fixed length;
- (c) Microsoft Excel;
- (d) Access files.
- E2.17 Item No. 17 –Electronic Address Correction / Verification
- E2.17.1 The electronic lists of addresses shall be in either of the following formats, and shall contain separate fields for the address, city, province, and postal code:
- (a) ASCII delimited;
- (b) ASCII fixed length;
- (c) Microsoft Excel;
- (d) Access files.
- E2.17.2 The Contractor shall correct an electronic mail list, as requested.
- E2.17.3 The Contractor shall verify the accuracy of an electronic mail list.
- E2.17.4 The Contractor shall create a separate field in the electronic file that indicates validation codes:
- (a) The validation code shall indicate what part of the address was invalid.
- (b) The validation code shall indicate what part of the address information was corrected.
- (c) No corrections shall be made for address verification.
- E2.17.5 All corrections are saved to the file and the User shall have the option of having the file sent to them, or purged by the Contractor.
- (a) Which shall be in accordance with FIPPA protocol.
- E2.17.6 Accuracy reports shall be generated where Canada Post guidelines requires reporting of accuracy for incentive mail.
- E2.18 Item No. 18 –Manual Address Correction / Verification
- E2.18.1 Required where electronic verification is not possible due to combined fields
- E2.18.2 Shall be an hourly rate that is pro-rated to the time actually spent.
- E2.19 Item No. 19 -Incentive Rate Sortation shall be:
- E2.19.1 The electronic sorting of a submitted file
- E2.19.2 The Contractors software shall be certified for:
- (a) Incentive Lettermail;
- (b) Addressed admail;
- (i) Includes letter carrier pre-sort
- (ii) Includes National Distribution Guide pre-sort
- (c) Publication Mail.

- (i) Includes letter carrier pre-sort
- (ii) Includes National Distribution Guide pre-sort

- E2.19.3 The Contractor shall use letter carrier pre-sort when that option is available
- E2.19.4 Depending on the volume of the mailing, address correction may be required in advance of being sorted.
- E2.20 Item No. 20 –The Printing of Postal Indicia onto an envelope:
- E2.20.1 The Contractor shall invoice the User for the printing of the indicia.
- E2.20.2 The Contractor shall submit a Statement of Mailing to Canada Post and to The City of Winnipeg, Mail Services. Mail Services will charge the User account for the postage printed on the envelope.
- (a) The statement of mailing represents postage, and provides Canada Post with proof of postage, and Mail Services with a record of the user to be charged.
- E2.20.3 The contact person for the Statement of Mailing at the City of Winnipeg shall be:
- Shelley Chorney
Mail Services Coordinator
Corporate Services
Lower Level, Susan A. Thompson Bldg.
R3B 1B9
PH: 986-2576
FAX: 956-4502
- John Armitage
Mail Services Coordinator
Corporate Support Services
510 Main Street, Lower Level
R3B 1B9
PH: 986-2469
FAX: 956-4502
- E2.21 Item No. 21 & 22 -Unaddressed Admail shall be:
- E2.21.1 Unaddressed admail consists of printed matter and product samples that are not addressed to specific delivery addresses in Canada.
- E2.21.2 Unaddressed admail can give advertisers access to every mailbox in Canada, or to highly targeted groups of potential customers.
- (a) All unaddressed admail items must bear the sender's name;
 - (b) Items must be unaddressed but may bear the words HOUSEHOLDER, OCCUPANT, RESIDENT or BOXHOLDER, without any further address;
- E2.21.3 The User is advised that unaddressed admail requires:
- (a) Bundling, containerizing and labelling;
 - (b) An Admail Delivery Slip for every separate postal outlet the Job bundles are sent to. The Contractor shall provide the User with the number of postal outlets required for each job.
- E2.22 Item No. 23 -Label Printing shall be:
- E2.22.1 For Label size 1½ " x 4"
- E2.22.2 The Contractor shall import the mailing list from an excel file in accordance with E2.17.1.
- E2.23 Item No. 24 -Label Affixing shall be:

- E2.23.1 Placement shall be in accordance with Canadian Postal Standards, and shall be authorized by the User.
- E2.23.2 Label printing shall meet all Addressed Admail Standards
- E2.24 Item No. 25 -Job Pickup shall be:
 - E2.24.1 The Contractor shall provide for pick-up of jobs at various city locations.
 - E2.24.2 Request for pick-ups called in to the Contractor by 12:00 noon, shall be picked up by 4:00 p.m that business day, unless the User arranges otherwise;
 - E2.24.3 Request for pick-ups called in to the Contractor after 12:00 noon shall be picked up start of requestor's business hours, next working day, unless the User arranges otherwise.
 - E2.24.4 Where the User indicates the job be picked-up, the Contractor shall be responsible for ensuring that reliable, accurate transportation needs are met.
 - E2.24.5 The Contractor shall provide a flat fee regardless of pieces picked up.
 - E2.24.6 The Contractor shall report any undue delay or change, to an agreed job pick-up, to the requestor.
- E2.25 Item No. 26 -Job Delivery shall be:
 - E2.25.1 Upon the instruction of the User, the Contractor shall:
 - (a) Deliver the Job to Canada Post's main post office at 1870 Wellington Ave. R3H 3H3, or
 - (b) Return the Job to the City of Winnipeg, Corporate Services Department, Printing, Graphics, and Mail Services Branch, Basement 510 Main Street
 - E2.25.2 The Contractor shall be responsible for ensuring that reliable, accurate transportation needs are met.
 - E2.25.3 The Contractor shall report any undue delay or change to an agreed job delivery, to the User.
 - E2.25.4 The Contractor shall provide a flat fee regardless of shipment size (number of Mono's) or destination.
- E2.26 Item No. 27 –Address Accuracy shall be:
 - E2.26.1 The Contractor shall verify addresses and add missing postal codes.
- E2.27 Item No. 28 –National Change of Address (NCOA) shall be:
 - E2.27.1 The Contractor shall get addresses of people that have moved to reduce undeliverable and returned mails.
- E2.28 Item No. 29 –Pre-sort Data Files shall be:
 - E2.28.1 Depending on the weight and dimensions, the contractor shall be able to pre-sort data files for anything not machineable.
- E2.29 Item No. 30 –Bag and Bundle shall be:
 - E2.29.1 The Contractor shall be responsible for preparing and sorting mails in Postal Code order before sending to Canada Post.
- E2.30 Item No. 31 –Intelligent Inserting shall be:
 - E2.30.1 The Contractor shall perform intelligent inserting using non window envelopes, machine insert and match to personalized contents.
- E2.31 Item No. 32 –Importing Additional Data Files shall be:

E2.31.1 The Contractor shall be import additional data files from different sources if required.

E2.32 Item No. 33 –Deduplication of address files shall be:

E2.32.1 The Contractor shall deduplicate address files by name, postal code or address.

E3. SCHEDULE OF USERS

The schedule of Users is provided for the convenience of the Bidder only. The City reserves the right to add or delete locations, or alter the type or quantity of services to be supplied, as required by changes in its operations during the term of the Contract.

E3.1 ANIMAL SERVICES:

- (a) Service shall be required approximately 2 times per month;
- (b) Approximately 1750 pieces each job;
- (c) Approximate yearly total is 42.5k pieces;
- (d) Service approximates initial Invoices 2 inserts, cutting, sealed; final invoice is 1 insert and cutting;
- (e) Indicia envelope provided, Job shall be delivered to Canada Post;
- (f) Contact person shall be:
 - Christine Rider
 - Animal Services, SOA
 - 1057 Logan Avenue
 - Tel: (204) 986-7847

E3.2 ASSESSMENT AND TAXATION:

- (a) Service shall be required approximately 7-8 times a year (approx yearly total is 301k pieces).
- (b) Approximately 5k pieces January, 12k pieces April, 220k pieces May, 18k pieces July;
 - (i) 2 inserts, sealed, sorted (high density pre-sort postal-walk order;
 - (ii) The 220k job shall be prepared, for pick-up by the Contractor, in high density pre-sort, postal walk order;
 - (iii) The Contractor shall complete and deliver the job to Canada Post in the same order;
- (c) Approximately 9k pieces end of April/May (income expense mailers):
 - (i) non-window, 4-6 inserts, folded and sealed;
 - (ii) delivered to Canada Post.
- (d) Approximately 35k pieces end of May (property assessment notices):
 - (i) window envelope, 6 inserts, folded and sealed;
 - (ii) submitted to the Contractor in high density pre-sort postal walk order, and Contractor shall complete and deliver job to Canada Post in the same order.
- (e) Approximately 2k pieces end of November (business assessment notices):
 - (i) window envelope; 1 insert, folded, sealed;
 - (ii) submitted to the Contractor in high density pre-sort postal walk order, and Contractor shall complete and deliver job to Canada Post in the same order.
- (f) Contact person shall be:
 - Susan Gigliotti
 - Supervisor of Data Support
 - 457 Main Street
 - Tel: (204) 986-2414

E3.3 WATER AND WASTE

- (a) “As required “mailings approximately 5-6 times a year;

- (b) Annual storm water retention notices (appx 2k); annual sewer cleaning insertions (appx 45k); annual watermain cleaning insertions (appx 5k); general insertion and addressing jobs;
- (c) Jobs typically dropped off to contractor, and may require job delivery when complete.
- (d) The Water and Waste contact person shall be:
Colleen Browne
185 King Street – 4th Floor
Water and Waste
Tel: (204) 986-2109

E3.4 CORPORATE FINANCE – PAYROLL SECTION

- (a) Service shall be required once a year, approximately mid February;
- (b) Yearly total is approximately 10k pieces;
- (c) Service approximates 1 insert (8 ½" x 11"), folded, sealed;
- (d) Indicia envelope provided, Job shall be delivered to Canada Post
- (e) The Corporate Finance, Payroll Section contact person shall be:
Christie Turchyn
510 Main Street, main floor,
Tel (204) 986-3534
Fax: (204) 986-4106

E3.5 WINNIPEG PARKING AUTHORITY

- (a) Pick up of job shall be required monthly
- (b) 30k pieces approximately per pick up?
 - (i) Pieces are "Notice of Default" mailings which require prompt delivery to Canada Post. This is a time sensitive mailing
- (c) Approximate yearly total is 360k pieces
- (d) Job may require inserts
- (e) Job may require manual folding, manual insert, and some pieces may be prestapled
- (f) The user shall supply a indicia window envelope that includes a return address
- (g) Pick up is at 495 Portage Avenue – Loading Zone in front of building
- (h) The Parking Authority contact person shall be:
Lioubov Gavrilova-Crozier
Coordinator – Financial Planning and Services
495 Portage Avenue
Tel: (204) 986-3390

E3.6 WINNIPEG POLICE SERVICE

- (a) Service shall be required once a year (approximate volume is 52k);
- (b) Job may require folding, inserting, sealing, and possible indicia to envelopes;
- (c) Alarm permits; common information sheets, personalized letters.
- (d) The Police Service Contact is:
David Ranger
Police
245 Smith St.
Email: DRanger@winnipeg.ca

