



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 723-2007 ADDENDUM 1**

**SUPPLY AND DELIVERY OF DIRECT MAIL SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF DIRECT MAIL SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 24, 2007.

B2.2 Bid Submissions 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 D4.1.

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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B3.3 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.

B3.4 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.

B3.5 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. ADDENDA**

B4.1 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.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 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.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details (comparing the proposed substitute to the specified item), 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his 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 B13.
- B5.9 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.

**B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
- B6.2 Further to B6, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B4.1.
- B6.3 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, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 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 Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.7.1 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.
- B6.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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 own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 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 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 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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B7.5 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 Submission and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.2 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.
- B8.3 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. QUALIFICATION**

- B9.1 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.
- B9.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B9.3 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);

B9.4 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.

B9.5 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.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

B10.1 Bid Submissions will not be opened publicly.

B10.2 Within two (2) Business Day 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

## **B11. IRREVOCABLE BID**

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 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.

## **B12. WITHDRAWAL OF BIDS**

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B12.1.1 Notwithstanding GC.7.06(2), 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.
- B12.1.2 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.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
  - (b) open the Bid Submission 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 B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

### **B13. EVALUATION OF BIDS**

- B13.1 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 (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B4.1.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(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.
- B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.5 This Contract will be awarded as a whole.

### **B14. AWARD OF CONTRACT**

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.



- B14.2 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.
- B14.2.1 Without limiting the generality of B14.2, 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.
- B14.3 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.
- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- 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 Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

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

- D2.1 The Work to be done under the Contract shall consist of the supply and delivery of direct mail services for the period of November 1, 2007 to October 31, 2009.
- D2.1.1 The City reserves the right to add/delete locations and mailing requirements to this contract, in accordance with GC 4.04.
- D2.2 The Work shall be done on a "scheduled" and, "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 Subject to GC.4.07, 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, 2005.
- 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. DEFINITIONS**

- D3.1 When used in this Bid Opportunity:
- (a) "Business Day" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;

- (b) "Submission Deadline" and "Time and Date Set for the Final Receipt of Bids" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (c) "User" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (d) "Job" means the work specified by the User;
- (e) "Scheduled" means to plan or appoint for a certain time or date;
- (f) "As required" means according to need;
- (g) "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).

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Rachel Eccles  
Contracts Officer  
185 King Street  
R3B 1J1

Telephone No. (204) 986-2451  
Facsimile No. (204) 949-1178

D4.2 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.

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 At the pre- commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

#### **D6. NOTICES**

D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor

510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## **CONTROL OF WORK**

### **D8. COMMENCEMENT**

- D8.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D8.2 **The Contractor shall establish, organize and confirm Job details with the User within three (3) days of receipt of the Purchase Order.**
- D8.2.1 The Contractor shall promptly **notify the Contract Administrator** of any changes to the information noted for the Schedule of Users.

### **D9. ORDERS**

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

### **D10. RECORDS**

- D10.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D10.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s); and
  - (d) description and quantity of services provided.

D10.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

## **MEASUREMENT AND PAYMENT**

### **D11. PAYMENT**

D11.1 Further to D6.3 , the Contractor shall submit statements or invoices to the locations designated at the time of ordering.

D11.2 Each User shall have a choice of the following alternatives for being invoiced and rendering payment:

- (a) Charge to purchasing card;
- (b) Monthly invoice; or Individual invoices for each order;
  - (i) Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
  - (ii) Invoices must clearly indicate, as a minimum:
    - the City's order number;
    - date(s) of provision of services;
    - location at which service was provided;
    - type and quantity of services provided;
    - the amount payable with GST and MRST shown as separate amounts; and the Contractor's GST registration number.
  - (iii) The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **PURCHASING CARD**

D11.3 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D11.4 If the Contractor has a web site which allows Users to order and charge items via the internet the Contractor shall utilize one of the following:

- (a) If the Contractor's website allows Users to enter their purchasing card numbers for payment via the internet, the Contractor shall utilize SSL Technology. All purchasing card information shall be stored utilizing encryption. If User purchasing card information is being transmitted by the Contractor, this information must be transferred utilizing encryption; and/or
- (b) If the Contractor stores purchasing card numbers in a separate location, their internet site shall allow Users to charge orders to their purchasing cards without having to enter their purchasing card number. The Contractor's internet site shall link the appropriate Users order to their purchasing card when provided with a valid customer identification and security code. All purchasing card information shall be stored utilizing encryption. If User purchasing card information is being transmitted by the Contractor, this information must be transferred utilizing encryption.

## **WARRANTY**

### **D12. WARRANTY**

D12.1 Warranty shall be in accordance with GC.10.01.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. GENERAL**

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](http://www.canadapost.ca/tools/pg/standards/default-e.asp)

#### **E1.2 The Contractor shall confirm Job details with the User in accordance with D8.2**

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.

#### **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 11 of 11
- (b) Users will be supplied copies, however the Contractor may make the form (included as page 11 of 11) available to the User.
- (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 outside the perimeters of 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".

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- 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.



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- 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 -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 -Incentive Rate Sortation shall be:

E2.18.1 The electronic sorting of a submitted file

E2.18.2 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

E2.18.3 The Contractor shall use letter carrier pre-sort when that option is available

E2.18.4 Depending on the volume of the mailing, address correction may be required in advance of being sorted.

E2.19 Item No. 19 –The Printing of Postal Indicia onto an envelope:

E2.19.1 If the User elects to have Postal Indicia, the Contractor shall submit a Statement of Mailing to Canada Post and to The City of Winnipeg, Mail Services.

- (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.

E2.19.2 The contact person for the Statement of Mailing at the City of Winnipeg shall be:

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Sandra Stordeur  
Mail Services Coordinator  
Corporate Services  
510 Main Street, Basement  
R3B 1B9  
PH: 986-2576  
FAX: 956-4502

E2.20 Item No. 20 & 21 -Unaddressed Admail shall be:

E2.20.1 Unaddressed admail consists of printed matter and product samples that are not addressed to specific delivery addresses in Canada.

E2.20.2 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;

E2.20.3 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.

E2.21 Item No. 22 -Label Printing shall be:

E2.21.1 For Label size 1½" x 4"

E2.21.2 The Contractor shall import the mailing list from an excel file in accordance with E2.17.1.

E2.22 Item No. 23 -Label Affixing shall be:

E2.22.1 Placement shall be in accordance with Canadian Postal Standards, and shall be authorized by the User.

E2.22.2 Label printing shall meet all Addressed Admail Standards

E2.23 Item No. 24 -Job Pickup shall be:

E2.23.1 The Contractor shall provide for pick-up of jobs at various city locations.

E2.23.2 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;

E2.23.3 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.

E2.23.4 Where the User indicates the job be picked-up, the Contractor shall be responsible for ensuring that reliable, accurate transportation needs are met.

E2.23.5 The Contractor shall provide a flat fee regardless of pieces picked up.

E2.23.6 The Contractor shall report any undue delay or change, to an agreed job pick-up, to the requestor.

E2.24 Item No. 25 -Job Delivery shall be:

E2.24.1 Upon the instruction of the User, the Contractor shall:

- (a) Deliver the Job to Canada Post's main post office in downtown Winnipeg, or
- (b) Return the Job to the City of Winnipeg, Corporate Services Department, Printing, Graphics, and Mail Services Branch, Basement 510 Main Street

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- E2.24.2 The Contractor shall be responsible for ensuring that reliable, accurate transportation needs are met.
- E2.24.3 The Contractor shall report any undue delay or change, to an agreed job delivery, to the User.
- E2.24.4 The Contractor shall provide a flat fee regardless of shipment size or destination.

### 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 1-2 times per month;
- (b) Approximately 1575 pieces each job;
- (c) Approximate yearly total is 37.8k pieces;
- (d) Service approximates initial Invoices 4 inserts, (1 folded), 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:  
Jene Blahakos  
Office Administration  
1057 Logan Avenue  
Tel: (204) 986-8143  
Fax: (204) 986-6878  
office hours: 8:30 a.m. – 4:30 p.m.

#### E3.2 PROPERTY ASSESSMENT:

- (a) Service shall be required approximately 3 times a year;
- (b) Approximately 9k pieces end of April/May (income expense mailers):
  - (i) non-window, 4-6 inserts, folded and sealed;
  - (ii) delivered to Canada Post.
- (c) 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.
- (d) 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.
- (e) Approximate yearly total is 46K pieces;
- (f) Contact person shall be:  
**Brad Cull**  
**Manager of Administration & Finance**  
**457 Main Street**  
**Tel:(204) 986-2956**  
**Fax:(204) 986-6105**  
**office hours: 8:30 a.m. – 4:30 p.m.**

#### E3.3 TAX BRANCH:

- (a) Service shall be required approximately 4 times per year;

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- (b) Approximate delivery lots shall be: January (5k pieces); April (12k pieces); May (220k pieces); July (18k pieces);
- (c) Service approximates 2 inserts, sealed, sorted (high density pre-sort postal-walk order);
- (d) The 220k job shall be prepared, for pick-up by the Contractor, in high density pre-sort, postal walk order;
- (e) Approximate yearly total is 255k pieces;
- (f) The Contractor shall complete and deliver the job to Canada Post in the same order;
- (g) Contact person shall be:
  - Guy Frobisher
  - Supervisor of Billing and Technical Services
  - 510 Main Street, main floor
  - Tel: (204) 986-2414
  - Fax: (204) 986-6732
  - office hours: 8:30 a.m. – 4:30 p.m.

#### E3.4 WATER AND WASTE:

- (a) Service shall be required every business day;
- (b) Approximately 3600 pieces daily;
- (c) Approximate yearly total is 937k pieces;
- (d) The job shall be submitted to the Contractor, in high density pre-sort postal walk order, every business day by 1:00 p.m. and the Contractor shall complete and deliver the job to Canada Post in the same order by 12:00 noon the following business day;
- (e) Service approximates 4 inserts, folded, sealed;
- (f) The Water and Waste department has 4 primary mailings:
  - (i) HD Presort - Water Regular **exempt of setup cost**
  - (ii) Water Full Sort **exempt of setup cost**
  - (iii) Water Urgent **exempt of setup cost**
  - (iv) HD Presort - Water Letters
- (g) Contact person shall be:
  - Colleen Browne
  - Superintendent of Customer Accounts
  - 185 King Street, 4<sup>th</sup> floor
  - Tel: (204) 986-2109
  - Fax: (204) 986-6515
  - office hours: 8:30 a.m. – 4:30 p.m.

#### E3.5 LIBRARY SERVICES:

- (a) Service shall be required once a week;
- (b) Approximately 150 pieces per week;
- (c) Approximate yearly total is 7.8k pieces;
- (d) Service approximates 1 insert, folded, sealed;
- (e) Delivery is to Canada Post;
- (f) Contact person shall be:
  - Betty Parry
  - Millennium Library
  - 251 Donald Street, R3C 3P5
  - Tel: (204) 986-5002
  - Fax: (204) 942-5671
  - office hours: 8:30 a.m. – 4:30 p.m.

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**E3.6 FIRE PARAMEDIC SERVICE:**

- (a) Service shall be required approximately twice a week;
- (b) Approximately 500 pieces Tuesday and 500 pieces Friday (the week day is somewhat variable);
- (c) Approximate yearly total is 52k pieces;
- (d) Service approximates machine insert, folded and sealed, manual insert, sealed;
- (e) Indicia envelope provided, Job shall be delivered to Canada Post
- (f) Contact person shall be:  
Wanda Cameron  
Financial Services Supervisor  
151 Princess Street, 5<sup>th</sup> floor  
Tel: (204) 986-7909  
Fax: (204) 947-0164  
office hours: 8:30 a.m. – 4:30 p.m.

**E3.7 TRANSIT DEPARTMENT**

- (a) 2006 approximate Transit timetable Job schedule:

<u>Transit delivers timetables to Contractor:</u>	<u>Contractor delivers timetable to Canada Post</u>
March 17/06	April 3/06
May 26/06	June 10/06
August 18/06	August 28/06
November 3/06;	November 13/06

- (b) The Contractor shall be responsible to coordinate the 2007 timetable Jobs (if required), with the Transit contact person in sufficient advance.
- (c) Service shall approximate:
  - (i) quantities may vary for each job;
  - (ii) approximate yearly total is 60k pieces;
  - (iii) the contractor to supply a label, an approximate size of 1½" x 4";
  - (iv) the label shall be suitable for the job;
  - (v) the Transit contact person shall authorize the label and its placement;
  - (vi) printing an address and Indicia onto each label;
  - (vii) address shall be directed to "OCCUPANT";
  - (viii) affixing each label onto the Transit timetable;
  - (ix) address correction and sortation, if required;
  - (x) in some instances hand-matching of multiple pieces for insertion, sealing, delivery to Canada Post may be required;
- (d) The Transit contact person will ensure the delivery of timetables to the Contractor.
  - (i) timetables shall be delivered in boxes, bundled in 50's;
- (e) The Contractor shall ensure delivery in accordance with E2.24.
- (f) The Contractor shall return overstock pieces to Winnipeg Transit prior to delivery, to the attention of:  
Front Reception  
Tel 986-5700  
414 Osborne Street  
Hours: 9:00 a.m. – 4:00 p.m.
- (g) The Transit Contact person shall be:

Karen Funk  
Transit Information Coordinator  
Winnipeg Transit Customer Service  
Front Reception  
Tel: 986-5717 or 986-7347  
414 Osborne Street  
Deliver to back of building – Hours: 9:00 a.m. – 4:00 pm.

E3.8 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:  
Rowan Davis  
510 Main Street, main floor,  
Tel (204) 986-2577  
Fax: (204) 986-4106

E3.9 CORPORATE SERVICES – CORPORATE EDUCATION BRANCH

- (a) Service shall be required once a year, approximately July;
- (b) Contact person submits job to Print & Mail Services Branch:  
Print & Mail Services submits job to Contractor  
Print & Mail Service's contact person is Darren Balzer (Tel: 986-2507)
- (c) Approximately 4.5k pieces;
- (d) Service approximates 4 machine inserts that approximate the following:
  - (i) application form (common);
  - (ii) brochure (common);
  - (iii) info Letter (common);
  - (iv) tbc (common).
- (e) Indicia, and folded where required, sealed and job shall be delivered to Canada Post;
- (f) The contact person shall be:  
**Susan Szabo**  
**City/CUPE Joint Committee Assistant**  
**Essential Skills Program Coordinator**  
**Tel (204) 986-6144**  
**Fax: (204) 986-5666**

E3.10 WINNIPEG PARKING AUTHORITY

- (a) Pick up of Job shall be required approximately 1-2 times per month:
  - (i) 1000-2000 pieces approximately per pick up;
- (b) Approximate yearly total is 52k pieces;
- (c) Job may require 1-2 inserts;
- (d) Job may require manual folding, manual insert, and some pieces may be pre-stapled;
- (e) The User shall supply a window envelope that includes a return address, and the User requests the insert to be Z folded;
- (f) Job requires delivery to Canada Post, and some of the Jobs are required to be delivered registered mail;
- (g) The Parking Authority contact person shall be:  
**Cheryl Rychliski, Coordinator**  
**Tel: 986-6696**

**Fax: 986-5155**

Pickup is at 495 Portage Avenue , main floor  
loading zone in front of bldg.

**E4. DELIVERY**

- E4.1 Goods shall be picked up and delivered on a "Scheduled", or "As Required" basis during the term of the Contract, f.o.b. destination, freight prepaid.
- E4.2 The Contractor shall provide pick-up of jobs at various City locations, and deliver to either:
  - (a) Canada Post; or
  - (b) Graphic and Mail Services Branch located at 510 Main Street.
- E4.3 The delivery location shall be determined in coordination with (or by) the User.



