



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 35-2020**

**CUSTOMER SATISFACTION SURVEY**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 CUSTOMER SATISFACTION SURVEY

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, Friday March 20, 2020.

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 D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender 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 Tender 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. 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 Tender 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 Tender, 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.
- B5.3 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>
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- 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 B16.

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; and
- (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 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.5 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Tender 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

B7.5.1 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 Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204-949-1178

B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.

B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

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 11 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;
- (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 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) N/A

## **B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;

- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.



## **B12. QUALIFICATION**

### **B12.1 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.

### **B12.2 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

### **B12.3 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).

### **B12.4 The Contractor shall have the ability to allow for remote monitoring of surveys.**

### **B12.5 The Contractor shall allow the Contract Administrator to remote monitor surveys as they are being completed, at the request of the Contract Administrator.**

### **B12.6 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.**

### **B12.7 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.**

## **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

### **B13.1 Bids will not be opened publicly.**

### **B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Price (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/>**

### **B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>**

### **B13.4 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).

- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

#### **B14. IRREVOCABLE BID**

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 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.

#### **B15. WITHDRAWAL OF BIDS**

- B15.1 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.
- B15.1.1 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.
- B15.1.2 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 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 11 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 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 B14.2 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.

#### **B16. EVALUATION OF BIDS**

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12(pass/fail);
  - (c) Total Bid Price; and
  - (d) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(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.

B16.3 Further to B16.1(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 qualified.

B16.4 This Contract will be awarded as a whole.

**B17. AWARD OF CONTRACT**

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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 qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.

B17.3.1 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.

B17.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B17.5 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 2019-01-15) 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender 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 of providing the annual Customer Satisfaction Survey for the period from May 1, 2020 until April 30, 2021, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) 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 May 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

(a) Phase 1 - Review and Field Test

- (i) In accordance with E2.14, the Contractor shall review the survey and administer a field test of the questions.
- (ii) Results of the field test shall be shared with the Contract Administrator not later than 4:00 p.m. April 24, 2020.
- (iii) The Contractor shall not proceed to Phase 2 without written approval from the Contract Administrator.

(b) Phase 2 – Survey

- (i) In accordance with E2.15, the Contractor shall administer the survey during the period May 1, 2020 to May 14, 2020 inclusive.

(c) Phase 3 – Report

- (i) In accordance with E2.16, and after completion of the survey, the Contractor shall compile, analyze and report the survey results to the Contract Administrator no later than 4:00 p.m. on May 29, 2020.

(d) Phase 4 – Presentation

- (i) In accordance with E2.17, the Contractor shall present the survey results during an in-person presentation to senior civic officials at a mutually agreed upon date and time and as arranged with the Contract Administrator. Such presentation shall not be later than 4:00 p.m. June 28, 2020.
- (ii) The Contractor shall reserve time in their calendar for the presentation to ensure their availability. The Contractor shall be available to make the presentation in-person in Winnipeg from May 30 to June 28, 2020. The exact date for the presentation will be mutually agreed upon and the Contract Administrator will provide options.

D2.3 The City reserves the right to adjust the timeline stated in D2.2.

D2.3.1 In the event that the City adjusts the timeline in D2.2, the Contractor shall have no claim against the City for loss of Work, loss of revenue, or any other loss suffered as a result of an adjustment to the timeline.

### **D3. DEFINITIONS**

D3.1 When used in this Tender:

- (a) **"FSA"** means Forward Sortation Area as defined by Canada Post;
- (b) **"SPSS"** means Statistical Package for the Social Sciences; and
- (c) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Morgan Vespa  
Manager of Public Engagement

Telephone No. 204-986-7134  
Email Address: mvespa@winnipeg.ca

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 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. 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.

D5.2 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.

D5.2.1 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.

### **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

## **D7. NOTICES**

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

D9.1 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.

D9.2 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 D8.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D10. LIQUIDATED DAMAGES**

D10.1 If the Contractor fails to meet the Work Schedule outlined in D2.2 and in accordance with the Contract by the dates fixed herein for the Work Schedule, the Contractor shall pay the City two hundred and fifty dollars (\$250) per Working Day for each and every Working Day following the day fixed herein for Work Schedule during which such failure continues.

D10.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **MEASUREMENT AND PAYMENT**

### **D11. INVOICES**

D11.1 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](mailto:CityWpgAP@winnipeg.ca)

D11.2 Invoices must clearly indicate, as a minimum:

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

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

D11.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

## **D12. PAYMENT**

D12.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D12.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D13. WARRANTY**

D13.1 Notwithstanding C12, Warranty does not apply to this Contract.



## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### **E2. SERVICES**

- E2.1 The Contractor shall conduct an opinion survey and report the results in accordance with the requirements hereinafter specified.
- E2.2 The Contract shall survey a random sample of Winnipeg residents by telephone, following proper survey methodology, including both landlines and mobile phones.
- E2.3 The Contractor shall actively offer the survey in both French and English.
- E2.4 The Contractor shall administer the survey using a local telephone number that will appear on the prospective respondent's call display.
- E2.5 The Contractor shall conduct the survey using a Computer Assisted Telephone Interviewing (CATI), or comparable system.
- E2.6 The Contractor shall have the ability to allow for remote monitoring of surveys.
- (a) The Contractor shall allow the Contract Administrator to remotely monitor surveys as they are being completed, at the request of the Contract Administrator.
- E2.7 In accordance with D2.2, the Contractor shall be available for in-person or telephone consultation with the Contract Administrator during the contract period.
- E2.8 The survey instrument shall be in accordance with the sample questionnaire in E4, subject to possible minor modifications approved by the Contract Administrator.
- E2.9 The survey shall be comprised of 600 fully completed surveys (including pre-test surveys) broken down as follows:
- (a) Inner City 160 respondents
- (b) Non-Inner City 440 respondents
- E2.9.1 For the purposes of this survey, respondents should not reside in any postal code area other than City of Winnipeg postal codes, and as identified by the first three (3) digits of their postal codes (FSAs) using the 2016 Census population counts for Winnipeg.

E2.9.2 For the purposes of this survey, respondent postal codes and Expected overall response rates are broken down as follows:

<i>Percent of Total Respondents</i>	<i>Postal Code Grouping</i>
11%	R3A, R3B, R3C, R3G, R3E
32%	R2Y, R3K, R3J, R3H, R3M, R3L, R3N, R3P, R3R, R3S, R3T, R3Y, R3V
21%	R2R, R2P, R2V, R2X, R2W
36%	R2N, R3X, R2M, R2J, R2H, R2L, R2K, R3W, R2C, R2G, R2E

E2.9.3 Inner-city' postal codes are defined as:

- (a) R2H, R2L, R2W, R2X, R3A, R3B, R3C, R3E, R3G, R3L

E2.9.4 'Non-inner city' postal codes are defined as:

- (a) R2Y, R3K, R3J, R3H, R3M, R3L, R3N, R3P, R3R, R3S, R3T, R3Y, R3V, R2R, R2P, R2V, R2N, R3X, R2M, R2J, R2K, R3W, R2C, R2G, R2E

E2.10 The ratio of males to females shall be equal to 52 females for every 48 males.

E2.11 Respondents shall be citizens of the City of Winnipeg, age 18 years or older.

E2.12 Respondents shall be proportional to: 18-34 years = 30%, 35-54 years = 38%, 55 years or older = 32%.

E2.13 Respondents shall be contacted by telephone. Those respondents who wish to complete the survey online shall be given the opportunity as an alternative to completing the survey by telephone. Steps must be taken to ensure as much comparability as possible across the different survey modes in terms of question wording and presentation of response options.

## PHASE 1 – REVIEW AND FIELD TEST

E2.14 In accordance with D2.2(a), the Contractor shall review and field test the questionnaire prior to conducting the survey.

- (a) The City of Winnipeg has provided seventy-seven (78) questions in the Sample Questionnaire. Some minor revisions to the number of survey questions, and/or the wording of survey questions may be provided to the Contractor after award of the Contract.
- (b) Results of the field test shall be shared with the Contract Administrator not later than 4:00 p.m. April 24, 2020. Any concerns about the content of the survey shall be addressed at this time with the Contract Administrator as well as a link to the online version of the survey questions.
- (c) The Contract Administrator shall decide what changes, if any, are to be made, and will adjust survey questions if necessary.
- (d) The Contract Administrator shall sign-off on the final survey questions, and will advise the Contractor in writing to proceed with Phase 2.

## PHASE 2 - SURVEY

E2.15 In strict accordance with D2.2(a)(i)(i) and D2.2(b) the Contractor shall administer the survey.

- (a) Survey shall be completed during the period May 1, 2020 to May 14, 2020 inclusive.
- (b) The Contractor shall incorporate any changes determined by the Contract Administrator identified in E2.12(c) in the final survey questionnaire.
- (c) Any changes made to the survey shall incur no further costs to the City.
- (d) Final survey shall be translated by the City so it is available to actively offer in English and French to participants.

### PHASE 3 - REPORT

- E2.16 In accordance with D2.2(c) the Contractor shall compile, analyze and report the survey results as follows:
- (a) The full data results must include the total responses to each question in terms of sheer numbers and percentages together with cross tabulations of those numbers and percentages.
  - (b) Results for each service should be charted on a graph with x-axis 'satisfaction' and y-axis 'use'.
  - (c) All results are to be cross-tabulated against Statistical Questions (question numbers 73-78 of the Sample Questionnaire), as well as inner city/non-inner city groupings based on postal codes answers (based on E2.8.3 and E2.8.4).
    - (i) Results for the Service Satisfaction Questions (question numbers 15-51 of the Sample Questionnaire) must include cross tabulations according to the corresponding use of selected service (question numbers 54-65). For example: 37 (satisfaction with condition of City-operated recreation facilities) against Q54 (use of City Recreational Facility in the past year).
  - (d) Survey results shall be reported to the Contract Administrator not later than 4:00 p.m. May 29, 2020.
  - (e) The full results of the survey shall be provided in SPSS (.sav) or Text (.txt) format, as well as in Excel (.xls) format and delivered by email to the Contract Administrator.

### PHASE 4 - PRESENTATION

- E2.17 In accordance with D2.2(d) the Contractor shall present the survey results during an in-person presentation to senior civic officials at a mutually agreed upon date and time and as arranged with the Contract Administrator as follows:
- (a) The presentation shall be provided to the Contract Administrator two (2) weeks ahead of the presentation and changes shall be incorporated ahead of the presentation.
  - (b) The final presentation shall be provided to the Contract Administrator one (1) day ahead of the presentation.
  - (c) The presenter must be able to answer questions related to the survey methodology and the results.
  - (d) Presentation shall be not later than 4:00 p.m. June 28, 2020;
  - (e) Presentation should include material that could be used for internal and external distribution including, but not limited to:
    - (i) Presentation slides, such as PowerPoint format;
    - (ii) Graphic representations of data such as charts and graphs
    - (iii) Chart(s) indicating Use vs. Satisfaction of different services; and
    - (iv) Infographics.

### E3. DATA AND REPORTS

- E3.1 The Contractor shall provide the Contract Administrator with:
- (a) One bound printed copy of the summary results containing data in accordance with E2.14;
  - (b) An electronic version of the summary results and full results in accordance with E2.14(b) shall be in Microsoft Excel format;
  - (c) An electronic file containing verbatim responses received to open-ended questions;
  - (d) Digital copies of all presentation materials and infographics that were prepared for the presentation of Phase 4 in a format suitable for use by the City in printed and/or online materials.

**E4. SAMPLE QUESTIONNAIRE**

RECORD # \_ \_ \_

INTERVIEWER: \_ \_ \_

PHONE: \_ \_ \_ - \_ \_ \_

GENDER: Male.....1 Female..... 2

Hello/Bonjour, my name is \_\_\_\_\_ and I'm calling from (insert company name), on behalf of the City of Winnipeg. To make sure we talk to a variety of people, I need to speak to a person in your home, 18 years of age or older. Would that be you?

- Yes → Continue.....1
- Respondent coming to the Phone.....2 =>INTRODUCTION
- No – Person not Available → Set Callback.....3
- No Response → TERMINATE.....9 =>TERMINATE

This evening we're talking to residents of Winnipeg regarding issues affecting the City. The survey will take approximately 15 minutes to complete. This survey is also available in French.

Q1 Have you resided in the City of Winnipeg for at least one year? **IF NECESSARY ASK:** Do you reside inside the City of Winnipeg boundaries, or do you pay taxes to the City of Winnipeg?

- Yes .....1
- No .....2 **TERMINATE**
- Don't know / refused.....9 **TERMINATE**

If you wish to complete the survey online, I will provide you with a link. Would you prefer to complete the questions online?

- Yes.....**PROVIDE LINK**
- No.....**CONTINUE BELOW**

**Section A – Quality of Life**

Q2 On a scale from 0 to 10, where 0 is not at all likely and 10 is very likely, how likely would you be to recommend Winnipeg as a place to live?

\_\_\_\_\_

Q3 In general, how would you consider the overall quality of life in Winnipeg today? **READ LIST**

- Very Poor.....1
- Poor .....2
- Good.....3
- Very Good.....4
- Don't know / refused.....9

I am now going to read you a few statements about Winnipeg. For each one, please tell me whether you strongly agree, agree, disagree, or strongly disagree. (Prompt: If respondents do not have a car or bicycle, or don't take the bus: We are interested in your perception or impression of this mode of transportation in Winnipeg.)

		Strongly disagree	Somewhat Disagree	Somewhat Agree	Strongly agree	dk / ref
Q4	It is easy to get around in Winnipeg by car.	1	2	3	4	9
Q5	It is easy to get around in Winnipeg by transit bus.	1	2	3	4	9
Q6	It is easy to get around in Winnipeg by bicycle.	1	2	3	4	9
Q7	It is easy to get around in Winnipeg by walking.	1	2	3	4	9
Q8	I feel safe walking alone at night in my neighbourhood.	1	2	3	4	9
Q9	I feel safe walking alone at night in the downtown.	1	2	3	4	9
Q10	I believe the City of Winnipeg acts in the best interest of citizens.	1	2	3	4	9
Q11	I believe that I can influence the decisions or direction of the City of Winnipeg.	1	2	3	4	9
Q12	I can find the information I need on the City of Winnipeg website.	1	2	3	4	9
Q13	What actions do you think the City of Winnipeg could take to improve the quality of life in the City? (accept up to three answers) <b>UNPROMPTED.</b> Open Ended Question (accept up to three answers)					

**Section B – Value for Tax Dollars**

Q14 Your property tax dollars are divided between municipal and school related taxes. The City of Winnipeg has no control over school related taxes, however it is required to collect these taxes. Overall approximately half of the combined taxes collected fund municipal services. Considering the services provided by the City for your property tax dollars, do you feel you receive .... **READ LIST**

- Very Poor Value..... 1
- Poor Value .....2
- Good Value.....3
- Very Good Value .....4
- Don't know / refused.....9 => SKIP TO Q15

Q14b Why do you feel you receive <RECALL Q14> from your property tax dollars?  
Open-ended Question (accept one answer)

**Section C – Citizen Satisfaction with Services**

Now, I'm going to read you a list of services that are provided by the City of Winnipeg. Please tell me whether you are very dissatisfied, somewhat dissatisfied, somewhat satisfied or very satisfied with each of the following services. **ROTATE.**

		Very dissatisfied	Somewhat dissatisfied	Somewhat satisfied	Very satisfied	dk/ref
Q15	Snow removal	1	2	3	4	9
Q16	City funding for improving inner city housing	1	2	3	4	9
Q17	Fire and rescue service response to fire emergencies	1	2	3	4	9
Q18	Downtown renewal	1	2	3	4	9
Q19	Community planning to guide growth and change	1	2	3	4	9
Q20	The City's effort in promoting economic development	1	2	3	4	9
Q21	Condition of the major streets in the city such as Portage Ave or Pembina Hwy	1	2	3	4	9
Q22	Condition of residential streets in your neighbourhood	1	2	3	4	9
Q23	Management of rush hour traffic flow	1	2	3	4	9
Q24	Enforcement of traffic laws	1	2	3	4	9
Q25	Police service efforts in crime control	1	2	3	4	9
Q26	Animal Services	1	2	3	4	9
Q27	Insect control	1	2	3	4	9
Q28	Level of city preparedness, ability to respond, and assist residents during natural and human caused disasters	1	2	3	4	9
Q29	The City's efforts in preserving heritage buildings.	1	2	3	4	9
Q30	Garbage collection	1	2	3	4	9
Q31	The Recycling program	1	2	3	4	9
Q32	Quality of the drinking water	1	2	3	4	9

Q33	Protection from sewer back-up	1	2	3	4	9
Q34	Protection from river flooding	1	2	3	4	9
Q35	The City's support for arts, entertainment & culture	1	2	3	4	9
Q36	The City's efforts in keeping the city clean & beautiful	1	2	3	4	9
Q37	Condition of City-operated recreation facilities (Pools and leisure centres which are located throughout the city and offer a wide variety of recreation and leisure opportunities including swimming lessons, learn to skate, and other Leisure Guide Programs. Examples include: Fort Rouge Leisure Centre, Pan Am Pool, and North Centennial Recreation and Leisure Facility.)	1	2	3	4	9
Q38	Condition of City of Winnipeg Community Centres (operated by volunteer boards who provide a variety of sport, youth, senior, or other programs and services, to area residents. Examples of community centres include: Central Corydon, Kirkfield-Westwood, Sinclair Park, Gateway, and Winakwa).	1	2	3	4	9
Q39	City-operated recreation programs like swimming lessons, Learn to Skate or other Leisure Guide Programs	1	2	3	4	9
Q40	Community Centre operated programs like soccer or hockey	1	2	3	4	9
Q41	Condition of the local park in your neighbourhood	1	2	3	4	9
Q42	Condition of major parks like St. Vital or Kildonan Park	1	2	3	4	9
Q43	Public transit	1	2	3	4	9
Q44	Emergency response capability for medical emergencies	1	2	3	4	9
Q45	Zoning regulations and building permits to regulate building &	1	2	3	4	9



property development

Q46	Police Service response to 911 calls	1	2	3	4	9
Q47	Safety of existing buildings through fire inspections and enforcement	1	2	3	4	9
Q48	Fire and injury prevention education provided through public events and public service announcements	1	2	3	4	9
Q49	Public Library Service	1	2	3	4	9
Q50	Availability and convenience of on-street parking	1	2	3	4	9
Q51	City's efforts to ensure that residential property standards (i.e. litter on private property, weed control and interior and exterior housing conditions) are met through inspections	1	2	3	4	9

Q52 In general, how satisfied are you **overall** with the services provided by the City of Winnipeg? Are you...? **READ LIST**

Very dissatisfied	1
Somewhat dissatisfied	2
Somewhat satisfied	3
or are you Very satisfied	4
Don't know/refused	9

Q53 Now, please rank the following group of services in order of importance where 1 is the most important to you and 4 is the least important to you. **READ LIST**

Community Services (e.g. Libraries, Recreation)	<input type="text"/>
Public Safety (e.g. Fire Paramedic, Police)	<input type="text"/>
Property & Development (e.g. Land use planning)	<input type="text"/>
Infrastructure (e.g. Roads, Water)	<input type="text"/>

**Section D – Use of Selected Services**

Q54 Have you visited a **City Recreational Facility** like a pool or leisure centre in the past year?

Yes .....	1
No .....	2
Don't know / refused .....	9

- Q55 Have you attended your local **Community Centre Facility** in the past year?  
Yes ..... 1  
No ..... 2  
Don't know / refused ..... 9
- Q56 Have you or someone in your family participated in a **City Recreational Program** like swimming lessons, Learn to Skate or other Leisure Guide Programs in the past year?  
Yes ..... 1  
No ..... 2  
Don't know / refused ..... 9
- Q57 Have you or your family participated in a **Community Centre Program** like hockey or soccer in the past year?  
Yes ..... 1  
No ..... 2  
Don't know / refused ..... 9
- Q58 Have you visited your **Local** neighbourhood park in the past year?  
Yes ..... 1  
No ..... 2  
Don't know / refused ..... 9
- Q59 Have you visited a **Major** park like Kildonan Park or St. Vital Park in the past year?  
Yes ..... 1  
No ..... 2  
Don't know / refused ..... 9
- Q60 Do you regularly use the City Transit (e.g. seasonally or at least once a week)?  
Yes ..... 1  
No ..... 2  
Don't know / refused ..... 9
- Q61 In the past year, have you or a family member been involved in an emergency medical incident where paramedics were requested?  
Yes ..... 1  
No ..... 2  
Don't know / refused ..... 9
- Q62 In the past year, have you personally used, or been involved in an incident where a 911 call for police response was needed?  
Yes ..... 1  
No ..... 2  
Don't know / refused ..... 9
- Q63 Have you applied for a building permit in the past year?  
Yes ..... 1  
No ..... 2  
Don't know / refused ..... 9
- Q64 Have you or someone in your family used the services of the City's public libraries in the past year?  
Yes ..... 1  
No ..... 2  
Don't know / refused ..... 9

**Section E – Customer Services**

Q65 Have you contacted 311 or another staff member from the City of Winnipeg in the last year?

- Yes ..... 1
- No ..... 2
- Don't know / refused ..... 9

Yes → Continue  
No & Don't Know → Proceed to Question 73

Q66 How did you contact the City of Winnipeg? READ LIST. CIRCLE ALL THAT APPLY.

- In person..... 1
- By mail..... 2
- By telephone..... 3
- By e-mail..... 4
- Completing a form online..... 5
- Through social media, such as Twitter or Facebook 6
- Don't know / refused ..... 9

Q67 How would you rate the experience? Were you...? **READ LIST**

- Very dissatisfied..... 1
- Somewhat dissatisfied ..... 2
- Somewhat satisfied..... 3
- or were you Very satisfied ..... 4
- Don't know / refused ..... 9

I am going to read you a number of statements about the City. Thinking about your personal dealings with the City of Winnipeg and your general impressions, please tell me whether you strongly agree, somewhat agree, somewhat disagree, or strongly disagree.

	Strongly disagree	Some what Disagree	Some what Agree	Strongly agree	dk / ref
Q68 City staff are courteous, helpful, and knowledgeable.	1	2	3	4	9
Q69 The quality of service from the City is consistently high.	1	2	3	4	9
Q70 The City responds quickly to requests and concerns.	1	2	3	4	9
Q71 City staff are easy to get a hold of when I need them.	1	2	3	4	9

Q72 How could the City's customer service be improved? **UNPROMPTED.**

Open Ended Question (accept up to three answers)

## **Section F – Statistical Questions**

Finally, just have a few questions we use to ensure the people we are speaking to are representative of Winnipeg residents.

Q73 What age are you?

18 to 24.....	1
25 to 34.....	2
35 to 44.....	3
45 to 54.....	4
55 to 64.....	5
65 and older.....	6
Don't know / refused.....	9

Q74 Do you rent or own your home?

Rent.....	1
Own.....	2
Don't know / refused.....	9

Q75 What is the highest level of education you have completed?

Less than high school.....	1
Completed high school.....	2
Community college / technical.....	3
University degree(s).....	4
Don't know / refused.....	9

Q76 Would you say that your total household income before taxes is...? **READ LIST**

Less than \$30,000.....	1
Between \$30,000 and \$59,999.....	2
Between \$60,000 and \$79,999.....	3
Between \$80,000 and \$99,999.....	4
Between \$100,000 and \$149,999.....	5
Over \$150,000.....	6
Don't know / refused.....	9

77. People have a variety of ethnic backgrounds. To better understand how well we are representing the diversity of Winnipeg, how would you describe your ethnic background? [DO NOT READ]

Indigenous, Aboriginal or Métis .....	1
Arab (e.g., Saudi, Egyptian).....	2
Black (e.g., African) .....	3
Chinese .....	4
Filipino .....	5
Korean .....	6
Latin American.....	7
South Asian (e.g., East Indian, Pakistani) .....	8
Southeast Asian (e.g., Vietnamese) .....	9
West Asian (e.g., Iranian) .....	10
White/Caucasian (e.g., European).....	11
Other.....	66
Don't know / refused .....	9

Q78 Please tell me the first three characters of your postal code: **Please ensure it is Letter, Number, Letter.** R \_\_\_\_ \_

Those are all the questions I have. The City of Winnipeg would like to thank-you for taking the time to participate in this survey.