



THE CITY OF WINNIPEG

TENDER

TENDER NO. 589-2021

PROVISION OF DIRECT MAIL SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF DIRECT MAIL SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 5, 2021.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

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

B3.2 If the Bidder finds errors, discrepancies or omissions in the 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.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX 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 10 of Form A: Bid/Proposal. 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 D5.

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 proposed work schedule and the dates specified in the Supplemental Conditions for 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 Total Performance.
- B6.5 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.
- 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 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/Proposal;
 - (b) Form B: Prices.
- B7.2 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.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 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).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal 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.
- 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal 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;

- (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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered 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 C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

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

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

B9.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.6 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

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 Further to C3.2, 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://www.winnipeg.ca/matmgt/Templates/files/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 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.
- B12.5 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.
- 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 Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- 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 11 of Form A: Bid/Proposal.
- 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

until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF BIDS

B15.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

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;
- (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 Bid or in other information required to be submitted, that he/she is qualified.

B16.4 Further to B16.1(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.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B16.5 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.
- B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.4.1 The Contract Documents, as defined in C1.1(p), 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.
- B17.5 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the 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 the provision of direct mail services for the period from November 1, 2021 until October 31, 2022, 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 November 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The Work shall be done on an "as required" and "as scheduled" 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 C7, 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, 2021.

D2.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

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

D3. COOPERATIVE PURCHASE

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

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

- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

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

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
- Ekie Oseghale
Contracts Officer
- Telephone No. 204 986-2451
Email Address. eoseghale@winnipeg.ca
- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to

the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D6.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. NOTICES

D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.

D7.3 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 facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

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; and
 - (ii) evidence of the workers compensation coverage specified in C6.14.

- (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 achieve the Work of the Contract in accordance with D2, the Contractor shall pay the City one hundred dollars (\$100) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.
- 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 by the day fixed herein for same.
- D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D11. DELIVERY

- D11.1 Goods shall be picked up and delivered on a "Scheduled" or "As-Required" basis during the term of the Contract, f.o.b. destination, and freight prepaid.
- D11.2 The Contractor shall provide pick-up of jobs at various City locations, and deliver to either:
- (a) Canada Post located at 1870 Wellington Ave R3H 3H0; or
 - (b) City of Winnipeg, Innovation and Technology Department, Service and Infrastructure Branch, Basement - Susan A. Thompson Bldg. - 510 Main Street.
- D11.3 The delivery location shall be determined in coordination with (or by) the User.

D12. COVID-19 SCHEDULE DELAYS

- D12.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D12.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D12.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The Work schedule, including the durations identified in E3 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D13. ORDERS

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

D14. RECORDS

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

MEASUREMENT AND PAYMENT

D15. INVOICES

- D15.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed 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
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D15.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

- D16.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D17. PURCHASING CARD

- D17.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.
- D17.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

D18. PAYMENT SCHEDULE

D18.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D19. WARRANTY

D19.1 Warranty is as stated in C13.

THIRD PARTY AGREEMENTS

D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D20.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D20.2 Further to D29.1, in the event that the obligations in D29 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D20.3 For the purposes of D29:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D20.4 Modified Insurance Requirements

D20.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D20.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D20.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D20.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D20.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D20.5 Indemnification By Contractor

- D20.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D20.6 Records Retention and Audits
- D20.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D20.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D29.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D20.7 Other Obligations
- D20.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D20.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D20.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D20.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D20.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D20.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director

or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work; and shall be in accordance with Canadian Postal Standards, which is available on internet site: www.canadapost.ca/tools/pg/standards/default-e.asp
- E1.2 The Contractor shall establish, organize and confirm Job details with the User within three (3) Business Days of award.
- E1.2.1 The Contractor shall promptly notify the Contract Administrator of any changes to the information noted for the Schedule of Users.
- E1.3 The User shall provide the Contractor with a sufficient supply of envelopes and material to complete the required Job(s).
- E1.3.1 The Contractor shall make provision to stock a reasonable inventory of envelopes or material to facilitate the Scheduled Job, in accordance with the Specifications.
- E1.3.2 The Contractor shall be responsible for notifying the User of low inventory levels of Contractor stocked items with a minimum of one (1) month notice prior to stock depletion.
- E1.3.3 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 two (2) Business Days, or if requested by the User, freight prepaid direct to the new Contractor.
- E1.4 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. 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 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 9 of 9.
- (b) the Contractor shall make the form available to the User (included as page 9 of 9).
- (c) the Contractor shall keep and maintain the Mail Preparation-Job Submission form (submitted by Users) for the duration of the Contract, and shall make a copy of the form available to the Contract Administrator on request.
- E2.3 If the User submits a Job for between multiples of one thousand, the cost shall be calculated as follows
- E2.3.1 Bid price per thousand, divided by 1 Thousand, and multiplied by the number of pieces, which shall be added to the job (costed up to the thousands).
- E2.4 Envelopes for automation shall be open side:
- E2.4.1 A minimum envelope size of 6" x 3.25";
- E2.4.2 A maximum envelope size of 9.5" x 6"
- E2.4.3 All Open end envelopes, and envelopes apart from sizes noted in E2.4.1, and E2.4.2, shall require manual insertion.

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

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

- (a) Single fold;
- (b) Double fold (which includes):
 - (i) "Gate Fold";
 - (ii) "Z Fold";
 - (iii) "C Fold" – described as "heads in" (where the image is folded in) or "heads out" (where the image is folded to the outside).

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:

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 E2.6.1(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:

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:

E2.8.1 Envelopes shall be supplied by the User departments

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

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

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

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

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

- E2.9.1 Shall apply if the job being submitted has already been inserted and requires sealing only.
- E2.10 Item No. 8 -Manual Folding Various Flat Sheet Paper Sizes for Insert
- E2.10.1 Available at User's request, or required if the Job:
- (a) Is delivered to the Contractor stapled;
 - (b) Requires hand matching;
 - (c) Is multiple piece carbonless.
- E2.10.2 Inserts shall be submitted to the Contractor flat, and shall be manually folded, at size, by the Contractor.
At size shall be ½" lesser in length than the envelope and ¼" lesser in height than the envelope.
- E2.10.3 Fold types shall be in accordance with E2.5.
- E2.11 Item No. 9 -11 - Manual Inserting:
- 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:
- 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. The result is a clean form, ready for folding and/or inserting.
- E2.14 Item No. 14 - Hand Matching and Collating:
- 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:
- 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:
- E2.16.1 The Contractor is advised that The City of Winnipeg has a current Contractor for the Supply and Delivery of Printed envelopes which includes the printing of the return address field. Inkjet addressing should be utilized in emergent situations only.
- (a) The Contractor shall keep a record of the Users requesting this job and advise the Contract Administrator when a return address field is requested.
- E2.16.2 Inkjet addressing from client-provided electronic list, onto a non-window envelope.

- E2.16.3 The electronic lists of addresses shall be in either of the following formats, and shall contain separate fields for the address, city, province, and postal code:
- (a) ASCII delimited;
 - (b) ASCII fixed length;
 - (c) Microsoft Excel;
 - (d) Access files.
- E2.17 Item No. 17 –Electronic Address Correction / Verification
- E2.17.1 The electronic lists of addresses shall be in either of the following formats, and shall contain separate fields for the address, city, province, and postal code:
- (a) ASCII delimited;
 - (b) ASCII fixed length;
 - (c) Microsoft Excel;
 - (d) Access files.
- E2.17.2 The Contractor shall correct an electronic mail list, as requested.
- E2.17.3 The Contractor shall verify the accuracy of an electronic mail list.
- E2.17.4 The Contractor shall create a separate field in the electronic file that indicates validation codes:
- (a) The validation code shall indicate what part of the address was invalid.
 - (b) The validation code shall indicate what part of the address information was corrected.
 - (c) No corrections shall be made for address verification.
- E2.17.5 All corrections are saved to the file and the User shall have the option of having the file sent to them, or purged by the Contractor.
- (a) Which shall be in accordance with FIPPA protocol.
- E2.17.6 Accuracy reports shall be generated where Canada Post guidelines requires reporting of accuracy for incentive mail.
- E2.18 Item No. 18 – Manual Address Correction / Verification
- E2.18.1 Required where electronic verification is not possible due to combined fields.
- E2.18.2 Shall be an hourly rate that is pro-rated to the time actually spent.
- E2.19 Item No. 19 - Incentive Rate Sortation shall be:
- E2.19.1 The electronic sorting of a submitted file.
- E2.19.2 The Contractors software shall be certified for:
- (a) Incentive Lettermail;
 - (b) Addressed admail;
 - (i) Includes letter carrier pre-sort
 - (ii) Includes National Distribution Guide pre-sort
 - (c) Publication Mail.
 - (i) Includes letter carrier pre-sort
 - (ii) Includes National Distribution Guide pre-sort
- E2.19.3 The Contractor shall use letter carrier pre-sort when that option is available
- E2.19.4 Depending on the volume of the mailing, address correction may be required in advance of being sorted.
- E2.20 Item No. 20 –The Printing of Postal Indicia onto an envelope:

- E2.20.1 The Contractor shall invoice the User for the printing of the indicia.
- E2.20.2 The Contractor shall submit a Statement of Mailing to Canada Post and to The City of Winnipeg, Mail Services. Mail Services will charge the User account for the postage printed on the envelope.
- (a) The statement of mailing represents postage, and provides Canada Post with proof of postage, and Mail Services with a record of the user to be charged.
- E2.20.3 The contact person for the Statement of Mailing at the City of Winnipeg shall be:
Shelley Chorney
Mail Room Supervisor
Service and Infrastructure
Lower Level, Susan A. Thompson Bldg.
R3B 1B9
PH: 986-2576
FAX: 956-4502
- Darren Walsh
Coordinator – Printing, Graphics and Mail Services
Service and Infrastructure
510 Main Street, Lower Level
R3B 1B9
PH: 390-4153
FAX: 956-4502
- E2.21 Item No. 21 & 22 - Neighbourhood Mailings shall be:
- E2.21.1 Neighbourhood mailing consisting of printed matter and product samples that are not addressed to specific delivery addresses in Canada.
- E2.21.2 Neighbourhood mailing can give advertisers access to every mailbox in Canada, or to highly targeted groups of potential customers.
- (a) All neighbourhood mailing items must bear the sender's name;
- (b) Items must be unaddressed but may bear the words HOUSEHOLDER, OCCUPANT, RESIDENT or BOXHOLDER, without any further address;
- E2.21.3 The User is advised that neighbourhood mailing requires:
- (a) Bundling, containerizing and labelling;
- (b) An Admail Delivery Slip for every separate postal outlet the Job bundles are sent to. The Contractor shall provide the User with the number of postal outlets required for each job.
- E2.22 Item No. 23 -Label Printing shall be:
- E2.22.1 For Label size 1½ " x 4"
- E2.22.2 The Contractor shall import the mailing list from an excel file in accordance with E2.17.1.
- E2.23 Item No. 24 -Label Affixing:
- E2.23.1 Placement shall be in accordance with Canadian Postal Standards, and shall be authorized by the User.
- E2.23.2 Label printing shall meet all Addressed Admail Standards
- E2.24 Item No. 25 -Job Pickup:
- E2.24.1 The Contractor shall provide for pick-up of jobs at various city locations.
- E2.24.2 Request for pick-ups called in to the Contractor by 12:00 noon, shall be picked up by 4:00 p.m. that business day, unless the User arranges otherwise;

- E2.24.3 Request for pick-ups called in to the Contractor after 12:00 noon shall be picked up start of requestor's business hours, next working day, unless the User arranges otherwise.
- E2.24.4 Where the User indicates the job be picked-up, the Contractor shall be responsible for ensuring that reliable, accurate transportation needs are met.
- E2.24.5 The Contractor shall provide a flat fee regardless of pieces picked up.
- E2.24.6 The Contractor shall report any undue delay or change, to an agreed job pick-up, to the requestor.
- E2.25 Item No. 26 -Job Delivery:
- E2.25.1 Upon the instruction of the User, the Contractor shall:
- (a) Deliver the Job to Canada Post's main post office at 1870 Wellington Ave. R3H 3H3, or
 - (b) Return the Job to the City of Winnipeg, Innovation and Technology Department, Service and Infrastructure Branch, Basement 510 Main Street.
- E2.25.2 The Contractor shall be responsible for ensuring that reliable, accurate transportation needs are met.
- E2.25.3 The Contractor shall report any undue delay or change to an agreed job delivery, to the User.
- E2.25.4 The Contractor shall provide a flat fee regardless of shipment size (number of Mono's) or destination.
- E2.26 Item No. 27 –Address Accuracy:
- E2.26.1 The Contractor shall verify addresses and add missing postal codes.
- E2.27 Item No. 28 –National Change of Address (NCOA):
- E2.27.1 The Contractor shall get addresses of people that have moved to reduce undeliverable and returned mails.
- E2.28 Item No. 29 –Pre-sort Data Files:
- E2.28.1 Depending on the weight and dimensions, the contractor shall be able to pre-sort data files for anything not machinable.
- E2.29 Item No. 30 –Bag and Bundle:
- E2.29.1 The Contractor shall be responsible for preparing and sorting mails in Postal Code order before sending to Canada Post.
- E2.30 Item No. 31 –Intelligent Inserting:
- E2.30.1 The Contractor shall perform intelligent inserting using non-window envelopes, machine insert and match to personalized contents.
- E2.31 Item No. 32 –Importing Additional Data Files:
- E2.31.1 The Contractor shall import additional data files from different sources if required.
- E2.32 Item No. 33 –Deduplication of address files:
- E2.32.1 The Contractor shall deduplicate address files by name, postal code or address.

E3. SCHEDULE OF USERS

- E3.1 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.

E3.2 ANIMAL SERVICES:

- (a) Service shall be required approximately two (2) times per month;
- (b) Approximately 1750 pieces each job;
- (c) Approximate yearly total is 42.5k pieces;
- (d) Service approximates initial Invoices 2 inserts, cutting, sealed; final invoice is 1 insert and cutting;
- (e) Indicia envelope provided, Job shall be delivered to Canada Post;
- (f) Contact person shall be:
 - Michael Bazak
 - Animal Services Agency
 - 1057 Logan Avenue
 - Tel: (204) 782-4724

E3.3 ASSESSMENT AND TAXATION:

- (a) Service shall be required approximately 7-8 times a year (approx. yearly total is 301k pieces).
- (b) Approximately 5k pieces January, 12k pieces April, 220k pieces May, 18k pieces July;
 - (i) 2 inserts, sealed, sorted (high density pre-sort, postal-walk order);
 - (ii) The 220k job shall be prepared, for pick-up by the Contractor, in high density pre-sort, postal walk order;
 - (iii) The Contractor shall complete and deliver the job to Canada Post in the same order;
- (c) Approximately 9k pieces end of April/May (income expense mailers):
 - (i) non-window, 4-6 inserts, folded and sealed;
 - (ii) delivered to Canada Post.
- (d) Approximately 35k pieces end of May (property assessment notices):
 - (i) window envelope, 6 inserts, folded and sealed;
 - (ii) submitted to the Contractor in high density pre-sort postal walk order, and Contractor shall complete and deliver job to Canada Post in the same order.
- (e) Approximately 2k pieces end of November (business assessment notices):
 - (i) window envelope; 1 insert, folded, sealed;
 - (ii) submitted to the Contractor in high density pre-sort postal walk order, and Contractor shall complete and deliver job to Canada Post in the same order.
- (f) The Residential Review Program shall require a mailing of approximately 200k pieces in January 2022 and subsequently every other year:
 - (i) 2 inserts (a letter and brochure), folded and sealed;
 - (ii) The job shall be submitted to the Contractor in postal-walk order to complete and deliver to Canada Post in the same order.
- (g) Contact person shall be:
 - Joanne Voelpel
 - Coordinator Taxation & Data Support
 - 457 Main Street
 - Tel: (204) 986-2514

E3.4 WATER AND WASTE

- (a) "As required" mailings approximately 5-6 times a year;
- (b) Annual storm water retention notices (approx. 2k); annual sewer cleaning insertions (approx. 45k); annual watermain cleaning insertions (approx. 5k); general insertion and addressing jobs;
- (c) Jobs typically dropped off to Contractor, and may require job delivery when complete.
- (d) The Water and Waste contact person shall be:
 - Laurie Hanlon

185 King Street – 4th Floor
Water and Waste
Tel: (204) 986-2109

E3.5 CORPORATE FINANCE – PAYROLL SECTION

- (a) Service shall be required once a year, approximately mid February;
- (b) Yearly total is approximately 10k pieces;
- (c) Service approximates 1 insert (8 ½" x 11"), folded, sealed;
- (d) Indicia envelope provided, Job shall be delivered to Canada Post
- (e) The Corporate Finance, Payroll Section contact person shall be:
Christie Turchyn
185 King Street, main floor,
Tel (204) 986-2627
Fax: (204) 986-4106

E3.6 WINNIPEG PARKING AUTHORITY

- (a) Pick up of job shall be required monthly from the print shop for delivery to Canada Post.
- (b) 7k pieces approximately per pick up.
 - (i) About 6k pieces are "Final Notice" and "Notice of Collection Action" mailings which require prompt delivery to Canada Post. This is a time sensitive mailing
 - (ii) Approximately 1k pieces are "Residential Permits Renewal Letters" and are sent out in four batches over four summer months.
- (c) Approximate yearly total is 73k pieces
- (d) Job may require manual folding and manual insert.
- (e) The print shop shall supply a indicia window envelope that includes a return address
- (f) The Parking Authority contact person shall be:
Lioubov Gavrilova-Crozier
Manager of Finance
495 Portage Avenue
Tel: (204) 986-3390

E3.7 WINNIPEG POLICE SERVICE

- (a) Service shall be required once a year (approximate volume is 52k);
- (b) Job may require folding, inserting, sealing, and possible indicia to envelopes;
- (c) Alarm permits; common information sheets, personalized letters.
- (d) The Police Service Contact is:
Kara Kubas
WPS Finance Department
245 Smith St.
Tel: (204) 391 5506
Email: kkubas@winnipeg.ca

MAIL PREPARATION – JOB SUBMISSION FORM

All mail preparation materials sent by a City of Winnipeg User department requires a completed form

The contractor shall, upon receipt and confirmation of shipment, return fax this form to the contact person and alert the contact person as to any questions relating to this project.

<p>Contractor name & address incl. Tel and Fax</p> <p>Contractor contact names and emails (2 persons)</p>	<p>This Work is:</p> <p><input type="checkbox"/> Regularly "Scheduled"</p> <p><input type="checkbox"/> daily</p> <p><input type="checkbox"/> weekly</p> <p><input type="checkbox"/> monthly</p> <p><input type="checkbox"/> "As Required" - User, please indicate target date for Job Completion: _____</p>	<p>This Submission is a:</p> <p><input type="checkbox"/> Complete job shipment _____ indicate total number of boxes or containers</p> <p><input type="checkbox"/> Partial job shipment: _____ boxes of _____</p>
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CITY OF WINNIPEG USER INFORMATION:

Department:	Contact Person for the Job:	
Branch:	Phone:	
Address:	Fax:	Email:

SERVICE SPECIFICATIONS:

Destination: _____ (Canada) _____ (U.S.) _____ (International)

Mail Class: Lettermail Incentive Lettermail Other (specify) _____

Datawork: Address Correction/Verification (12588) Incentive Rate Sortation (12589)
 Inkjet Addressing (12587) Label Printing (12719)

Folding:

- Machine Folding (indicate # of sheets & type of fold) _____ (12394)
- Manual Folding (indicate # of sheets & type of fold) _____ (13278)
 - Letter folds (2 types): single fold & double fold (Gate fold/ Z fold / C fold)
 - Legal folds (2 types): double parallel fold & Accordion fold

Handling:

- Paper Cutting (indicate # of sheets, describe cut) _____ (12586)
- Form Bursting & Breaking (indicate # of forms) _____ (12395)
- Hand Matching & Collating: _____ sets of _____ sheets (prior to insertion into envelope) (12396)

Inserting:

- Machine Inserting & sealing: _____ sets of 1 sheet inserted into envelope (1931)
_____ sets of 2 sheets inserted into envelope (1928)
_____ sets of 3 sheets inserted into envelope (1930)
_____ sets of 4 sheets inserted into envelope (1929)
Other: _____
- Manual Inserting only _____ sets of _____ sheets inserted into envelope (13281)

Sealing Only:

- Machine Sealing only (no folding or inserting): _____ pieces (13279)
- Manual Sealing only _____ pieces (13280)

Addressing:

- Postal Indicia: _____ pieces (12594)
- Label Affixing: _____ pieces (12720)

Neighbourhood Mailings:

- Bundling/Containerization/Labelling: _____ pieces (12666)
- Admail Delivery slips: _____ (1 per delivery) (12667)

Pickup and Delivery

- Job to be picked up by contractor (1926)
- Department will arrange own delivery to Contractor
- Contractor to deliver to Canada Post (12398)
- Contractor to deliver to another location (specify): _____ (12398)

JOB NAME: Briefly describe required work